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| Item #           | Line Item  | Notes  | Unit Price           | Qty/Unit       | Attch.        | Docs |
|------------------|--|--|----------------------|----------------|---------------|------|
| 12439-815--01-01 | Operations and Maintenance of Community Shuttle Transit Service: Refer to Section VI: Cost Proposal Page | <b>Supplier Product Code:</b> Bus.com Bid Certification Page | <b>First Offer -</b> | 1 / each       | Y             | Y    |
|                  |  |  |                      | Lot Total      | <b>\$0.00</b> |      |
|                  |  |  |                      | Supplier Total | <b>\$0.00</b> |      |

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Item: **Operations and Maintenance of Community Shuttle Transit Service:Refer to Section VI: Cost Proposal Page**

**Attachments**

EY 2019 Notes to Financial Statements signed.pdf

Bus.com\_RFP 12439-815.pdf

Bus.com\_Bid\_Proposal\_Certification\_Page\_0710197934217.pdf

# 9139249 Canada Inc.

**Financial statements**

**[In Canadian dollars]**

**Unaudited – See independent practitioner’s  
review engagement report**

**December 31, 2019**



## Independent practitioner's review engagement report

To the Shareholders of  
**9139249 Canada Inc.**

We have reviewed the accompanying financial statements of **9139249 Canada Inc.** that comprise the balance sheet as at December 31, 2019, and the statements of loss and deficit and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

### Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

### Practitioner's responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which requires us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

### Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of **9139249 Canada Inc.** as at December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

*Ernst & Young LLP*<sup>1</sup>

Montréal, Canada  
April 29, 2020

<sup>1</sup> CPA auditor, CA, public accountancy permit no. A129439

**9139249 Canada Inc.****Balance sheet**

[In Canadian dollars]

As at December 31

Unaudited – See independent practitioner's  
review engagement report

|   | 2019             | 2018        |
|---|------------------|-------------|
|   | \$               | \$          |
| <b>Assets</b>                                     |                  |             |
| <b>Current</b>                                    |                  |             |
| Cash and cash equivalents                         | 4,933,699        | 8,653,445   |
| Short-term investment                             | 111,315          | 115,901     |
| Cash in trust <i>[note 13]</i>                    | 77,740           | 119,083     |
| Accounts receivable <i>[note 3]</i>               | 1,462,818        | 477,726     |
| Prepaid expenses                                  | 114,987          | 127,112     |
| <b>Total current assets</b>                       | <b>6,700,559</b> | 9,493,267   |
| Property and equipment                            | 227,262          | 43,237      |
| Intangible assets <i>[notes 4]</i>                | 330,861          | 346,258     |
| Security deposit                                  | 17,825           | 15,000      |
|   | <b>7,276,507</b> | 9,897,762   |
| <b>Liabilities and shareholders' equity</b>       |                  |             |
| <b>Current</b>                                    |                  |             |
| Credit facility <i>[note 5]</i>                   | 37,203           | 97,973      |
| Accounts payable and accrued liabilities          | 1,663,219        | 818,021     |
| Deferred revenue <i>[note 13]</i>                 | 402,365          | 252,542     |
| Current portion of long-term debt <i>[note 6]</i> | —                | 263,999     |
| <b>Total current liabilities</b>                  | <b>2,102,787</b> | 1,432,535   |
| Long-term debt <i>[note 6]</i>                    | —                | 686,398     |
| Deferred lease inducement                         | 43,694           | 103,200     |
| Preferred stock <i>[note 7]</i>                   | 3,933,931        | 1,925,203   |
| <b>Total liabilities</b>                          | <b>6,080,412</b> | 4,147,336   |
| Commitments <i>[note 10]</i>                      |                  |             |
| <b>Shareholders' equity</b>                       |                  |             |
| Common stock <i>[note 8]</i>                      | 93,974           | 76,908      |
| Preferred stock <i>[note 8]</i>                   | 7,895,080        | 7,895,080   |
| Contributed surplus <i>[note 8]</i>               | 12,178,426       | 6,163,252   |
| Deficit   | (18,971,385)     | (8,384,814) |
| <b>Total shareholders' equity</b>                 | <b>1,196,095</b> | 5,750,426   |
|   | <b>7,276,507</b> | 9,897,762   |

See accompanying notes

On behalf of the Board:

Maxie Lafleur, CEO



Director

**9139249 Canada Inc.****Statement of loss and deficit**

[In Canadian dollars]

Year ended December 31

Unaudited – See independent practitioner's  
review engagement report

|   | <b>2019</b>         | <b>2018</b> |
|---|---------------------|-------------|
|   | \$                  | \$          |
| <b>Revenue</b>  | <b>13,029,241</b>   | 7,942,682   |
| Cost of sales   | <b>11,293,706</b>   | 6,895,623   |
| <b>Gross profit</b>   | <b>1,735,535</b>    | 1,047,059   |
| <b>Expenses</b>   |                     |             |
| Salaries and wages, net of government assistance<br>of \$152,410 [2018 – \$217,646] | <b>6,117,076</b>    | 3,113,882   |
| Advertising and promotion   | <b>2,327,854</b>    | 605,755     |
| Technology  | <b>610,784</b>      | 280,484     |
| Professional fees   | <b>676,390</b>      | 236,272     |
| Consulting  | <b>572,351</b>      | 119,156     |
| Rent  | <b>143,558</b>      | 137,600     |
| Travel  | <b>117,823</b>      | 64,979      |
| Office  | <b>83,030</b>       | 53,552      |
| Insurance   | <b>72,865</b>       | 36,931      |
| Training  | <b>52,901</b>       | 7,836       |
| Meals and entertainment   | <b>47,451</b>       | 30,742      |
| Bad debt  | <b>26,338</b>       | 58,104      |
| Other   | <b>21,538</b>       | 4,034       |
|   | <b>10,869,959</b>   | 4,749,327   |
| <b>Loss from operations before the undernoted other<br/>expenses (income)</b>       | <b>(9,134,424)</b>  | (3,702,268) |
| Employee termination costs  | <b>383,319</b>      | —           |
| Financial [note 11]   | <b>852,464</b>      | 180,975     |
| Amortization of equipment   | <b>65,976</b>       | 12,693      |
| Amortization of intangible assets   | <b>15,397</b>       | 14,462      |
| Foreign exchange loss (gain)  | <b>134,991</b>      | (64,901)    |
|   | <b>1,452,147</b>    | 143,229     |
| <b>Net loss for the year</b>  | <b>(10,586,571)</b> | (3,845,497) |
| Deficit, beginning of year  | <b>(8,384,814)</b>  | (4,539,317) |
| <b>Deficit, end of year</b>   | <b>(18,971,385)</b> | (8,384,814) |

See accompanying notes

**9139249 Canada Inc.****Statement of cash flows**

[In Canadian dollars]

Year ended December 31

Unaudited – See independent practitioner's  
review engagement report

|   | <b>2019</b>         | <b>2018</b> |
|---|---------------------|-------------|
|   | \$                  | \$          |
| <b>Operating activities</b>   |                     |             |
| Net loss for the year   | <b>(10,586,571)</b> | (3,845,497) |
| Add (deduct) items not involving cash                                 |                     |             |
| Amortization of equipment   | <b>65,976</b>       | 12,693      |
| Amortization of intangible assets                                     | <b>15,397</b>       | 14,462      |
| Loss on disposal of property and equipment and intangible assets      | <b>—</b>            | 8,720       |
| Unrealized foreign exchange gain                                      | <b>(77,134)</b>     | (22,667)    |
| Interest accretion expense <i>[notes 7 and 11]</i>                    | <b>593,628</b>      | —           |
| Net change in non-cash working capital balances related to operations | <b>(40,277)</b>     | 477,522     |
| Net change in restricted cash   | <b>41,343</b>       | (74,675)    |
| <b>Cash used in operating activities</b>                              | <b>(9,987,638)</b>  | (3,429,442) |
| <b>Investing activities</b>   |                     |             |
| Decrease (increase) in short-term investments                         | <b>4,586</b>        | (115,901)   |
| Acquisition of property and equipment                                 | <b>(250,001)</b>    | (45,122)    |
| Acquisition of intangible assets                                      | <b>—</b>            | (46,627)    |
| <b>Cash used in investing activities</b>                              | <b>(245,415)</b>    | (207,650)   |
| <b>Financing activities</b>   |                     |             |
| Net decrease in usage of credit facilities                            | <b>(60,770)</b>     | —           |
| Proceeds from issuance of long-term debt                              | <b>—</b>            | 902,860     |
| Repayment of long-term debt   | <b>(950,397)</b>    | (192,653)   |
| Issuance of common shares   | <b>17,066</b>       | 1,221       |
| Issuance of preferred shares  | <b>7,619,394</b>    | 8,160,980   |
| Issuance costs  | <b>(73,095)</b>     | (85,793)    |
| <b>Cash provided by financing activities</b>                          | <b>6,552,198</b>    | 8,786,615   |
| Effect of foreign exchange on cash                                    | <b>(38,891)</b>     | 83,475      |
| <b>Net increase in cash during the year</b>                           | <b>(3,719,746)</b>  | 5,232,998   |
| Cash and cash equivalents, beginning of year                          | <b>8,653,445</b>    | 3,420,447   |
| <b>Cash and cash equivalents, end of year</b>                         | <b>4,933,699</b>    | 8,653,445   |

*See accompanying notes*

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**1. Nature of business**

9139249 Canada Inc. [the "Company"], incorporated under the *Canada Business Corporations Act* on December 30, 2014, is a software development company and a travel agency, selling to customers in Canada and the United States. The Company started its operations on January 1, 2015.

**2. Summary of significant accounting policies****Basis of presentation**

These financial statements were prepared in accordance with Part II of the *CPA Canada Handbook – Accounting, "Accounting Standards for Private Enterprises"*, which sets out generally accepted accounting principles for non-publicly accountable enterprises in Canada and includes the significant accounting policies described hereafter.

**Cash and cash equivalents**

Bank balances, including bank overdrafts with balances that fluctuate from positive to overdrawn, are presented under cash. Cash equivalents include highly liquid investments that are readily convertible to known amounts of cash and are subject to an insignificant risk of change in value. An investment normally qualifies as a cash equivalent when it has a short maturity of approximately three months or less from the date of acquisition.

**Financial instruments**

The Company initially records a financial instrument at its fair value, except for a related party transaction, which is recorded at the carrying or exchange amount depending on the circumstances.

The Company recognizes its transaction costs in net loss in the period incurred. However, financial instruments that will not be subsequently measured at fair value are adjusted by the transaction costs that are directly attributable to their origination, issuance or assumption.

Subsequently, the Company measures financial instruments as follows:

- All financial assets, which include cash and cash equivalents, cash in trust, short term investments and accounts receivable, at amortized cost; and
- All financial liabilities, which include the accounts payable and accrued liabilities [excluding government remittances], long-term debt, Class A preferred stock series 5 series 6, at amortized cost.



**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**Impairment***Long-lived amortizing assets*

Property and equipment, intangible assets subject to amortization and the domain name having an indefinite useful life are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Impairment is assessed by comparing the carrying amount of an asset to be held and used with the total of the undiscounted cash flows expected from its use and disposition. If the asset is impaired, the impairment loss to be recognized is measured by the amount by which the carrying amount of the asset exceeds its fair value, generally determined on a discounted cash flow basis. Any impairment results in a write-down of the asset and a charge to income during the year. An impairment loss is not reversed if the fair value of the related long-lived asset subsequently increases.

*Financial assets measured at amortized cost*

When there are indications of possible impairment, the Company determines if there has been a significant adverse change to the expected timing or amount of future cash flows expected from the financial asset. The amount of any impairment loss is determined by comparing the carrying amount of the financial asset with the highest of three amounts:

- [i] The present value of the cash flows expected to be generated by holding the asset, discounted using a current market rate of interest appropriate to that asset;
- [ii] The amount that could be realized by selling the asset as at the date of the balance sheet; and
- [iii] The amount the Company expects to realize by exercising its rights to any collateral held to secure repayment of the asset, net of all costs necessary to exercise those rights.

Reversals are permitted, but the adjusted carrying amount of the financial asset shall be no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized.

**Property and equipment**

Property and equipment is recorded at cost less accumulated amortization. Amortization of equipment is calculated over its estimated useful life using the straight-line method and the following durations:

|                        |         |
|------------------------|---------|
| Furniture and fixtures | 3 years |
| Computer hardware      | 3 years |
| Leasehold improvements | 5 years |

**Intangible assets**

Intangible assets are recorded at cost less any recorded government assistance and are amortized on the basis of their estimated useful lives using the straight-line method and the following durations:

|          |         |
|----------|---------|
| Platform | 3 years |
| License  | 3 years |

Domain name is considered to have an indefinite useful life.

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**Government assistance**

Government assistance, including tax credits, is recognized when there is a reasonable assurance that the assistance will be received and that the Company will comply with all relevant conditions. Since 2017, the Company has been granted an Industrial Research Assistance Program by the National Research Council of Canada ["NRC IRAP"] for technology innovation. This assistance is recorded as a reduction of the cost of the related salary expenses.

**Class A preferred shares**

The Company elected to assign no value to the equity component of the Class A preferred shares – Series 5 and Series 6 – and to allocate the entire proceeds, net of transaction costs and financing fees, to the liability component.

**Stock-based compensation**

The Company has a stock option plan [the "Plan"] for employees and directors from which options to purchase common shares are issued. The Company may also issue options from the Plan to non-employees to procure goods and services. Options may not be granted with an exercise price of less than the fair value of the underlying shares at the grant date. The awards have no cash settlement alternatives. The vesting requirements are typically service based, and the options normally have a contractual life of 10 years.

Stock-based compensation costs are accounted for on a fair value basis, as measured at the grant date, which is generally the date at which both the Company and the employee have a mutual understanding of the terms of the award. The fair value is measured using the option's "calculated value", a method which substitutes the historical volatility of an appropriate industry sector index for the expected volatility of an entity's share price in an option pricing model, such as the Black-Scholes option pricing model. The resulting stock-based compensation cost is recognized on a straight-line basis with a corresponding credit to contributed surplus over the vesting period involved, typically four years. The compensation expense is based on the number of awards that eventually vest, and adjustments for forfeitures are made as they occur. Any consideration paid by employees upon exercise of the options and the previously recognized compensation cost of the options exercised included in contributed surplus are added to share capital.

**Revenue recognition**

Revenue is recognized when persuasive evidence of an arrangement exists, services have been rendered, the selling price to the buyer is fixed or determinable and collection of the selling price is reasonably assured. Revenue is measured at the fair value of the consideration received, excluding discounts, returns and sales taxes. Revenue and related costs are recognized at the departure of a bus trip. Amounts received for services not yet rendered are included in current liabilities as deferred revenue.

**Income taxes**

The Company follows the taxes payable method, whereby only the cost or benefit of current income taxes for the year is reported, as determined in accordance with the rules established by the taxation authorities.

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**Foreign currency transactions**

The Company's functional currency is the Canadian dollars. In the case of the Company's foreign currency transactions, accounts stated in foreign currencies are translated according to the current method. Under this method, assets and liabilities are translated into Canadian dollars at the exchange rate in effect as at the balance sheet date, and revenue and expenses are translated at the average exchange rate in effect during the year.

**Deferred lease inducements**

Deferred lease inducements, composed of reimbursements received from the landlord in relation to leasehold improvements as well as free rental periods, are amortized as a reduction of rent expense on a straight-line basis over the term of the lease.

**3. Accounts receivable**

|                                 | 2019             | 2018           |
|---------------------------------|------------------|----------------|
|                                 | \$               | \$             |
| Trade                           | 1,497,688        | 512,115        |
| Allowance for doubtful accounts | (62,457)         | (34,389)       |
|                                 | <u>1,435,231</u> | <u>477,726</u> |
| Sales tax receivables           | 27,587           | —              |
|                                 | <u>1,462,818</u> | <u>477,726</u> |

**4. Intangible assets**

|             | 2019           |                             |                   |
|-------------|----------------|-----------------------------|-------------------|
|             | Cost           | Accumulated<br>amortization | Net book<br>value |
|             | \$             | \$                          | \$                |
| Domain name | 310,674        | —                           | 310,674           |
| Platform    | 109,619        | 109,619                     | —                 |
| Licence     | 44,429         | 24,242                      | 20,187            |
|             | <u>464,722</u> | <u>133,861</u>              | <u>330,861</u>    |
|             | 2018           |                             |                   |
|             | Cost           | Accumulated<br>amortization | Net book<br>value |
|             | \$             | \$                          | \$                |
| Domain name | 310,674        | —                           | 310,674           |
| Platform    | 109,619        | 109,619                     | —                 |
| Licence     | 44,429         | 8,845                       | 35,584            |
|             | <u>464,722</u> | <u>118,464</u>              | <u>346,258</u>    |

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**5. Credit facility**

The Company has access to the following two credit facilities:

- [a] A credit facility from a Canadian financial institution for a maximum authorized amount of \$123,400 in the form of a revolving credit card line of credit to fund the day-to-day expenses of certain of the Company's employees. The revolving credit card line of credit bears interest at the stipulated rate on the issuer's statement of account. The revolving credit card line of credit is secured by a hypothec of \$100,785 on the universality of the Company's tangible and intangible assets, present and future.
- [b] Letters of credits to a maximum authorized amount of \$300,000. As at December 31, 2019, no amount was drawn on this facility.

**6. Long-term debt**

|  | 2019 | 2018    |
|--|------|---------|
|  | \$   | \$      |
| Term loan of a maximum amount of US\$750,000 | —    | 950,397 |
|  | —    | 950,397 |
| Less current portion                         | —    | 263,999 |
|  | —    | 686,398 |

In February 2019, the term loan of US\$700,000, bearing interest at the bank's prime rate plus an applicable margin of 1.50% was fully repaid.

On March 17, 2019, and as amended on April 7, 2020, the Company entered into a term loan of a maximum authorized principal amount of US\$3,000,000 with Silicon Valley Bank. The amended term loan bears interest at the greater of the US prime rate [5.60% as at December 31, 2019] plus a margin of 1.00% and 6.25%. The amended term loan is repayable by 36 equal monthly capital repayments of \$83,333 starting twelve months after disbursement while the interest repayment starts six months after disbursement. The amended term loan matures on February 1, 2024 and is collateralized by a first ranking hypothec on the all of the present and future assets of the Company. Subsequent to year-end, the amount under the Initial term loan was fully drawn down.

Principal repayments to be made during the next five years, at which time the debt will be fully repaid, are as follows:

|      | US\$             |
|------|------------------|
| 2020 | —                |
| 2021 | 833,330          |
| 2022 | 1,000,000        |
| 2023 | 1,000,000        |
| 2024 | 166,670          |
|      | <u>3,000,000</u> |

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**7. Preferred stock**

|  | <b>2019</b>       | <b>2018</b> |
|--|-------------------|-------------|
|  | \$                | \$          |
| 3,124,265 Class A preferred shares – Series 5 [2018 – 2,334,034] | <b>10,398,399</b> | 8,174,248   |
| 841,746 Class A preferred shares – Series 6                      | <b>4,757,381</b>  | —           |
|  | <b>15,155,780</b> | 8,174,248   |
| Less share issuance costs  | <b>158,888</b>    | 85,793      |
|  | <b>14,996,892</b> | 8,088,455   |
| Less Interest accretion  | <b>11,062,961</b> | 6,163,252   |
|  | <b>3,933,931</b>  | 1,925,203   |

In April 2019, the Company completed its Series 5 financing round and issued 780,231 Class A preferred shares – Series 5 for a total consideration of \$2,690,461 [US\$1,997,862] in addition to the Class A preferred shares – Series 5 shares issued in 2018. On December 21, 2018, the Company issued 2,344,034 of Class A preferred shares – Series 5 for a total consideration of \$8,160,980 [US\$6,002,138]. The Company incurred \$23,904 of issuance costs that were recorded as a reduction of the Class A preferred shares Series 5 issuance proceeds.

In April 2019, the Company also issued 841,746 Class A preferred shares – Series 6 for a total consideration of \$4,928,933 [US\$3,660,087]. The Company incurred \$49,191 of issuance costs that were recorded as a reduction of the Class A preferred shares Series 6 issuance proceeds.

Each of the holders of shares of Class A preferred shares Series 5 and 6 has the right to require the Company to repurchase, in three annual instalments, all of the shares of Class A preferred shares Series 5 and 6 held by such holder at their initial purchase price plus all declared but unpaid dividends after the seventh-year anniversary of the Class A preferred shares – Series 5 and 6 issuance date. Accordingly, the Company presented the Class A preferred shares Series 5 and 6 as a long-term liability. The Company elected to assign no value to the equity component of the Class A preferred shares – Series 5 and Series 6 and to allocate the entire proceeds, net of transaction costs and financing fees, to the liability component. The Company discounted the Class A preferred shares – Series 5 and Series 6 using an effective interest rate of 20.0%, of which the discounted value was credited to contributed surplus [note 8].

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
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An unlimited number of common shares is authorized, without par value, each entitled to one vote.

An unlimited number of Class A preferred shares is authorized and issuable in series. Class A preferred shares are voting and participating and are entitled to dividends as declared by the Board of Directors. In addition, Class A preferred shares are entitled to an annual 6% dividend of the initial price of such Class A preferred shares, accrued daily from the date of original issuance of such shares, payable if and when declared by the Board of Directors. Class A preferred shares held by each preferred holder are convertible, at any time and from time to time, in whole or in part, at the option of such preferred holder and without payment of additional consideration, into fully paid and non-assessable common shares. Class A preferred shares automatically convert into common shares upon the earlier of the closing of a qualified initial public offering or the approval of the majority shareholders.

|  | 2019             | 2018             |
|--|------------------|------------------|
|  | \$               | \$               |
| <b>Common stock</b>                                    |                  |                  |
| 2,439,861 common shares [2018 – 2,309,260]             | 105,429          | 88,363           |
| Less share issuance costs                              | 11,455           | 11,455           |
|  | <b>93,974</b>    | <b>76,908</b>    |
| <b>Preferred stock</b>                                 |                  |                  |
| 638,562 Class A shares – Series 1 [2018 – 638,562]     | 786,059          | 786,059          |
| 275,610 Class A shares – Series 2 [2018 – 275,610]     | 756,675          | 756,675          |
| 44,560 Class A shares – Series 3 [2018 – 44,560]       | 139,765          | 139,765          |
| 2,084,003 Class A shares – Series 4 [2018 – 2,084,003] | 6,247,872        | 6,247,872        |
| Less share issuance costs                              | 35,291           | 35,291           |
|  | <b>7,895,080</b> | <b>7,895,080</b> |

During the year, 130,601 [9,282 in 2018] common shares were issued for a total cash consideration of \$17,066 [\$1,221 in 2018] upon the exercise of stock options.

The conversion provisions of the preferred shares agreement may require the Company to deliver more of its own equity instruments than would have normally been the case at the date of entering into the contractual arrangement.

**Stock-based compensation**

The Board of Directors authorized a long-term incentive plan that provides for the grant of stock options to employees, directors and officers to a maximum of 1,859,682 shares. Option awards are granted with an exercise price equal or above the fair value of the stock at the date of grant as determined by the Board of Directors. Under the Plan, 959,852 common share options have been granted as at December 31, 2019 [748,771 as at December 31, 2018].

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

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review engagement report

The following table summarizes activities in the stock option Plan for the year ended December 31, 2019:

|   | <b>Number of<br/>options<br/>#</b> |
|---|------------------------------------|
| <b>Outstanding, as at December 31, 2018</b> | 748,771                            |
| Granted                                     | 284,083                            |
| Exercised                                   | (130,601)                          |
| Cancelled and expired                       | (73,002)                           |
| <b>Outstanding, as at December 31, 2019</b> | <b>829,251</b>                     |

Under the terms of the Plan, the exercise price of each option granted in 2019 varies between \$1.01 and \$1.34 per common share.

Stock options issued to employees have various vesting terms, which generally vest over a four-year period.

Stock options generally expire 10 years after the date of grant and are subject to possible earlier exercise and termination under certain circumstances. Stock options are generally forfeited 60 days after the employee leaves the Company, but before the stock options vest. The Company recognized a compensation expense of \$41,482 for the year ended December 31, 2019 [2018 – nil] as salaries and wages expenses.

|  | <b>2019</b>       | <b>2018</b> |
|--|-------------------|-------------|
|  | \$                | \$          |
| <b>Contributed surplus</b>   |                   |             |
| Balance, beginning of year   | <b>6,163,252</b>  | —           |
| Stock-based compensation   | <b>41,482</b>     | —           |
| Class A preferred shares – Series 5 and 6 discounted amount [note 7] | <b>5,973,692</b>  | 6,163,252   |
| <b>Balance, end of year</b>  | <b>12,178,426</b> | 6,163,252   |

**Warrants**

As at December 31, 2019, 28,150 warrants [2018 – 13,150] to purchase common shares of the Company were outstanding. Each warrant is exercisable to purchase one common share at an exercise price of \$1.34 [2018 – \$0.52] per share and expires on September 13, 2029 [2018 – August 24, 2028].

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**9. Income taxes and investment tax credits**

The Company's income tax provision varies from the statutory provision due to the following adjustments:

|   | <b>2019</b>        | <b>2018</b> |
|---|--------------------|-------------|
|   | \$                 | \$          |
| Income tax at statutory rate 15% [2018 – 17%] | <b>(2,011,448)</b> | (653,734)   |
| Permanent differences                         | <b>125,370</b>     | 4,482       |
| Unrecognized tax benefits                     | <b>1,886,078</b>   | 649,252     |
|   | <b>—</b>           | <b>—</b>    |

The Company has non-capital losses totalling \$220,648, \$1,337,778, \$2,518,399, \$3,812,316 and \$9,926,731 available for carryforward, which will expire in 2035, 2036, 2037, 2038 and 2039.

**10. Commitments**

The Company has various operating leases for its premises. The future minimum annual payments under these operating leases are as follows:

|      | \$               |
|------|------------------|
| 2020 | 193,420          |
| 2021 | 260,119          |
| 2022 | 294,985          |
| 2023 | 299,279          |
| 2024 | 149,025          |
|      | <b>1,196,828</b> |

**11. Financial expenses, net**

|   | <b>2019</b>     | <b>2018</b> |
|---|-----------------|-------------|
|   | \$              | \$          |
| Interest accretion expense on Class A – Series 5 and 6 preferred shares | <b>593,628</b>  | —           |
| Interest on long-term debt  | <b>6,262</b>    | 15,227      |
| Interest on credit facility   | <b>852</b>      | 65          |
| Interest income   | <b>(20,229)</b> | (770)       |
| Other interest and bank charges   | <b>271,951</b>  | 166,453     |
|   | <b>852,464</b>  | 180,975     |



**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**12. Financial instruments – risks and uncertainties****Financial risks**

The Company is exposed to various financial risks through transactions in financial instruments. The following provides helpful information in assessing the extent of the Company's exposure to these risks.

**Credit risk**

The Company, in the normal course of business, monitors the financial condition of its customers and reviews the credit history of each new customer. The Company establishes an allowance for doubtful accounts that corresponds to the credit risks of its specific customers, historical trends and economic circumstances.

As at December 31, 2019, 55% [11% in 2018] of accounts receivable are due from four customers [1 customer in 2018].

**Currency risk**

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. Approximately 60% of the Company's sales and operating expenses are denominated in US dollars and, as a result, some financial assets and liabilities are exposed to foreign exchange fluctuations. The following table provides a summary of US dollar de-nominated financial assets and liabilities:

|  | 2019<br>US\$        | 2018<br>US\$     |
|--|---------------------|------------------|
| Cash   | 967,848             | 6,317,365        |
| Accounts receivable  | 663,543             | 224,356          |
| Accounts payable and accrued liabilities                       | (392,795)           | (214,175)        |
| Long-term debt [note 6]  | —                   | (700,000)        |
| Class A preferred shares – Series 5 redemption amount [note 7] | (8,000,000)         | (6,002,138)      |
| Class A preferred shares – Series 6 redemption amount [note 7] | (3,660,087)         | —                |
|  | <u>(10,421,491)</u> | <u>(374,592)</u> |

**Interest rate risk**

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Company is exposed to interest rate risk on its fixed and floating interest rate financial instruments. The revolving demand facility subjects the Company to an interest rate cash flow risk.

**Liquidity risk**

Liquidity risk is the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities. The Company is exposed to this risk mainly in respect of its accounts payable and accrued liabilities and long-term debt agreements.

**9139249 Canada Inc.****Notes to financial statements**

December 31, 2019

Unaudited – See independent practitioner's  
review engagement report**13. Cash in trust**

As at December 31, 2019 and 2018, funds received from customers in Canada for whom services were not yet rendered were deposited in a trust account. The balance sheet of the trust account is detailed as follows:

|                                     | <b>2019</b>    | <b>2018</b> |
|-------------------------------------|----------------|-------------|
|                                     | \$             | \$          |
| <b>Asset</b>                        |                |             |
| Cash in trust or otherwise reserved | <b>77,740</b>  | 119,083     |
| <b>Liability</b>                    |                |             |
| Deferred revenue                    | <b>271,331</b> | 119,083     |

The Company has sufficient available cash and cash equivalent as at December 31, 2019 to render future services to customers in Canada for which funds were received.

**14. Subsequent events**

The recent outbreak of a novel and highly contagious form of coronavirus ["COVID-19"], which the World Health Organization has declared to constitute a pandemic, has resulted in numerous deaths, adversely impacted global commercial activity and contributed to significant volatility in certain equity and debt markets. The global impact of the outbreak is rapidly evolving, and many countries, including the United States of America, have reacted by instituting quarantines, prohibitions on travel and the closure of offices, businesses, schools, retail stores and other public venues. Businesses are also implementing similar precautionary measures. Such measures, as well as the general uncertainty surrounding the dangers and impact of COVID-19, are creating significant disruption in supply chains and economic activity and are having a particularly adverse impact on transportation, hospitality, tourism, entertainment and other industries. The impact of COVID-19 has led to significant volatility and declines in the global public equity markets and it is uncertain how long this volatility will continue. As COVID-19 continues to spread, the potential impacts, including a global, regional or other economic recession, are increasingly uncertain and difficult to assess.

Management determined that such financial and economic market uncertainty is indicative of conditions that arose subsequent to the financial statements date and therefore, the assets and liabilities of the Company as at December 31, 2019 were not adjusted to reflect the impact of COVID-19. However, management considered the impact of COVID-19 in its assessment of the Company's ability to continue as a going concern.

Nevertheless, any public health emergency, including any outbreak of COVID-19 or other existing or new epidemic diseases, or the threat thereof, and the resulting financial and economic market uncertainty could have a significant adverse impact on the future operations of the Company, and cause significant adverse changes to assets or liabilities of the Company, including the recoverability of financial instruments measured at cost, amortized cost, and fair value, and potential impairment charges on property and equipment and intangible assets. Given the outcome and time frame to a recovery from the current pandemic is highly unpredictable, it is not practicable to estimate and disclose its financial effect at this time.

**15. Comparative figures**

Certain comparative figures have been reclassified to conform to the presentation adopted in the current year.

# bus.com

## **Operations and Maintenance of Community Transit Service RFP #12439-815**

Submitted to:

**City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301**

Contact: Justin Park  
Business Development Manager  
1-855-428-7266 ext. 896  
[justin@bus.com](mailto:justin@bus.com)  
610-4200 Blvd. St-Laurent, H2W 2R2  
Montreal, Quebec, Canada

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# Cover Letter

9139249 CANADA Inc. dba Bus.com  
610-4200 Boul. St-Laurent  
H2W 2R2, Montréal  
Québec, Canada

November 16, 2020

ATTENTION:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale FL 33301

To whom it may concern,

Please find enclosed our response to the sources sought notice for Operations and Maintenance of Community Transit Service- RFP #12439-815. This document includes the following sections:

- Table of Contents;
- Executive Summary;
- Experience and Qualifications
- Description of the Proposed Facility and Equipment;
- History of Performing Safe Transit Operations;
- Industry Awards and/or Certifications;
- Description of the Proposed Financial, Management, and Technical Resources;
- Approach to Scope of Work;
- References;
- Description of Capabilities and Experience;
- Subcontractors;
- Required Forms

As we are not a current partner of the City of Fort Lauderdale, please feel free to contact me if you have any questions or if you require any clarifications on specific sections of this document.

Sincerely,  
Justin Park

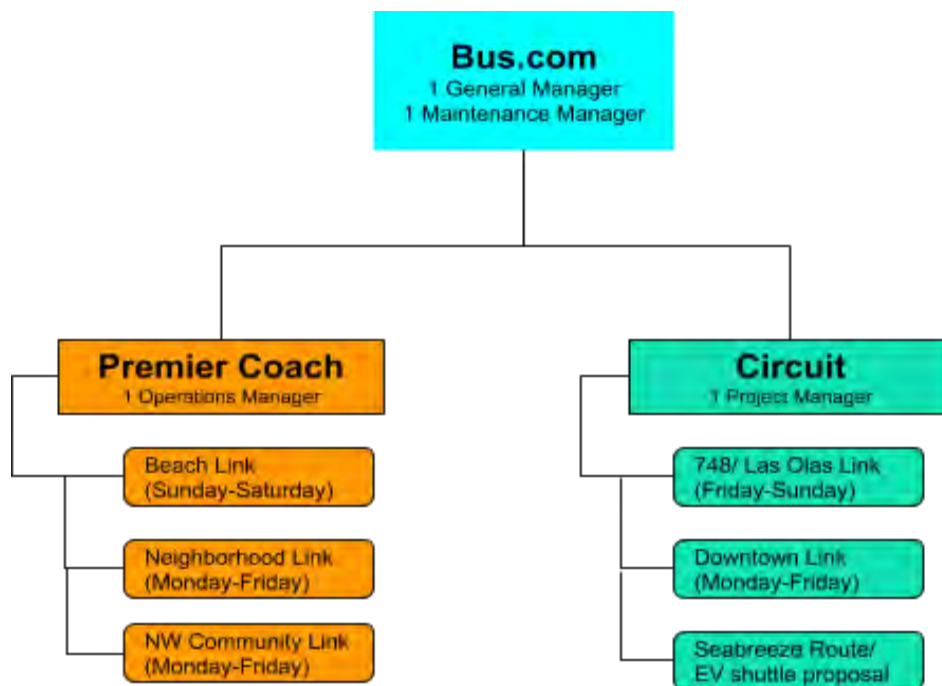
# Executive Summary

Bus.com is a proven leader in the bus industry and collectively brings over 100 years of experience in coordinating bus transportation, transit operations, and project management. Our key strengths lie in the coordination of operators based on our nationwide supplier network as well as in the in-house development of transit technology. In this proposal, Bus.com will coordinate and provide general oversight over the operations and maintenance of the City of Fort Lauderdale’s Community Shuttle program as the Proposer.

In order to combine the expertise of local operators, Bus.com has partnered with Premier Coach Inc. (“Premier Coach”), an experienced charter bus company in Florida, for the subcontracted work of Operations and Maintenance. Premier Coach will operate and maintain vehicles for Beach Link, Community Link, and Northwest Link.

In addition, Bus.com has partnered with Circuit Transit Inc. (“Circuit”), a proven Electric Shuttle company in Florida, for the subcontracted work of Operations and Maintenance. Circuit will operate and maintain vehicles for Downtown Link, Las Olas Link, and Seabreeze Route.

As a visual representation, the below diagram gives a high-level overview of the work breakdown structure with Bus.com’s subcontractors, Premier Coach and Circuit.



Bus.com will operate all 11 vehicles from our designated facility. The facility will be leased out to Bus.com to provide overnight parking for all 11 vehicles, and will also have a shared office space. Circuit will operate their fleet of electric vehicles from their designated facility for the Seabreeze route only.

Bus.com's state-of-the-art technology will enable integration with the City of Fort Lauderdale website for all passenger-related information. Bus.com will jointly develop a mobile application with the City of Fort Lauderdale to provide the most user-friendly app which will have a positive impact on the overall passenger experience and ridership numbers. Bus.com will also collect hourly vehicle data from its subcontractors, Premier Coach and Circuit, to provide a consolidated Performance Dashboard to the City of Fort Lauderdale.

Bus.com will also be able to help the City of Fort Lauderdale to transition into demand-responsive, greener transportation through the use of electric vehicles, the launch of first and last mile micro-mobility programs, and the development of a demand prediction model for the City.

Bus.com's management of the Community Shuttle Program will only bring exceptional results to the City of Fort Lauderdale. Bus.com will establish strict standards in operations and maintenance with its partners while helping the City transition into digital oversight of their fleet performance, labor utilization, and customer satisfaction.



# Experience and Qualifications

## Bus.com: Company Background



**Company Name** [Bus.com](#)  
**Address** [4200 Boul St-Laurent Suite 610, Montréal, QC H2W 2R2](#)  
**Phone** [1-855-428-7266](#)  
**Contact Person** [Justin Park](#)  
**Title** [Business Development Manager](#)  
**Phone & Email** [1-855-428-7266 ext 896 & justin@bus.com](#)  
**Address** [4200 Boul St-Laurent Suite 610, Montréal, QC H2W 2R2](#)

---

### Company Profile

|      |                                    |
|------|------------------------------------|
| 2014 | <b>Year Incorporated/Organized</b> |
| Yes  | <b>Corporation</b>                 |
| No   | <b>Partnership</b>                 |
| No   | <b>Sole Proprietorship</b>         |

Bus.com was founded with a sense of togetherness and an ambitious objective: help communities thrive by enabling groups to travel together effortlessly. Over the last six years, We have changed the way groups travel by making it easier than ever to book a bus online. Through our unique mix of technology and award-winning customer service, we are modernizing the bus industry to provide service across North America that is safe, easy, and affordable.



Our **mission** is to offer groups of the world an **easy** and **modernized transportation experience**, from booking to making memories.

Bus.com has the ability to grow rapidly and provide scalable solutions to our customers. Backed by the industry's biggest players such as BMW Ventures, we have been awarded long-term bus transportation contracts with Spartan Race, Cirque du Soleil among many others.

Bus.com is an agile company with strong technology capacities. Our goal is to make our clients' lives easier by providing reliable and safe transportation services. Our capacity to develop custom services and reporting solutions is unmatched, and we will go the extra mile to continuously improve our customer's experience and make their passenger experience as seamless as possible. Bus.com's focus is on quality of service, cost-effectiveness, efficiency, and safety. For this project, we will be partnering with Premier Coach and Circuit as operations & maintenance partners.

## Our planet initiatives

### Put more buses on the road

Bus.com is an innovator and is constantly finding ways to put more buses on the road. For example, we created a bus program originally branded "SharetheBus" to music events and festivals to reduce car usage. Our vision is to create public and private collective transportation services that will constantly exceed client expectations, reduce road congestion, and GHG emissions.

### Electric vehicles

Bus.com is at the forefront of sustainable mobility. Powered by investors such as Cycle Capital, who are driving partnerships with Sustainable Development Technology Canada, Bus.com is committed to increasing access to electric vehicles for our bus partners in all of our core markets. Currently, we are working with Lion Electric Co., the biggest provider of electric school buses in North America, to increase the usage of electric school buses on charter trips.

### Optimizing, tracking, and reporting


Bus.com is a data-driven company that makes data-driven decisions. Our software and logistics experts optimize itineraries to minimize distances traveled. Our GPS trackers will track our vehicles' speed, braking intensity, and other metrics and report on driving and GHG emission performance. We then use this data to continuously improve our bus operations.

## Key Staff Members at Bus.com



**Maxie Lafleur, CPA, CA**  
**Chief Executive Officer**

Robust expertise in the digitalization and transformation of businesses, with expansion through M&A and joint ventures within large international groups.



**Oleh Kaluzny**  
**VP BD**

Over 20 years in aviation industry developing leading-edge global technology solutions



**Sebastien Provencher**  
**Head of Product**

Serial entrepreneur, senior technology executive, all-star startup mentor, early employee at Element AI.

## A team of **industry veterans**




**Wolf Kohlberg**  
**Co-founder & Senior transport advisor**

Group travel veteran & bus industry expert, working with charter buses since age 16.



**Martin Provencher**  
**Chief Technology Officer**

Over 10 years of experience scaling products and building cross-functional teams within fast-paced startups



**Sid Nouar**  
**Chief People Officer**

15+ years experience supporting senior leadership teams with talent acquisition and development

**Justin Park, Business Development Manager-** Hailing from Gainesville, FL, Justin is responsible for growing business to government activities and managing client relationships in Florida and California. He will be the main point of contact for the Request for Proposal from the City of Fort Lauderdale. Before joining Bus.com, he worked in the solar and energy storage industries, handling large contracts with an average size of \$20M. Justin holds a B.A. from UCLA and an M.B.A. from McGill University.

**Bob Aube, Project Partner to Bus.com, Chief Executive Officer at Board Our Bus**

Bob Aube, is the president of Board Our Bus, a partner of Bus.com. He has managed large scale event transportation operations for NFL Teams, Colleges, Super Bowls, the US Opens, EDC, PGA Tour events since 2008. Prior to the bus industry, he owned a travel company for 20 years and built the company to six locations with over 50

employees, managing hundreds of scheduled 7-10 day tours for tourists from Europe, India, and China.

Bob is also the CEO and Founder of Rescue Buses, LLC. A new innovative software company that allows bus companies to communicate with other bus service providers fulfilling immediate needs due to demand, emergencies, or breakdowns.

## Premier Coach: Company Background

Company name: **Premier Coach**

Address: 6793 Narcoosee Rd, Suite 331, Orlando, FL 32822

Ph: 407-439-0980

Cell: 407-690-2244

Email: [dispatch@premiercoachusa.com](mailto:dispatch@premiercoachusa.com)

Premier Coach was established with the goal of providing safe and reliable transportation. Over the years, they have expanded their fleet to provide services in segments initially not sought e.g. scheduled fixed-route services. As a result of the team's effort, they are approved by several Florida School Boards to provide on-demand and scheduled transportation.

Several DMC's utilize their services to assist them with handling their corporate clientele whether it be shuttling among different hotels or just a charter for the evening out. Their team diligently works towards improving all facets of the operations so that their clients can have a pleasant experience while utilizing our services. Even though the company is relatively new, it is backed up by professionals who are highly skilled and trained in the domain.

### Key Staff Members at Premier Coach

**Trilok Patel, Chief Executive Officer-** Over 8 years of experience in various managerial positions in the tourism industry. Recruited, trained, and supervised staff to achieve the objectives of the organization. Simultaneously maintained client and vendor relationships domestically and internationally. The team was responsible for

accommodating roughly 25,000 passengers annually between the USA and Canada on scheduled or on-demand tours.

Built a motorcoach company from scratch with the aid of a highly skilled team. Efforts led to operating routine shuttles to and from Port Canaveral, Orange County Public Schools dual enrollment student shuttle, and corporate shuttles for citywide conventions. This is further supplemented by on-demand reservations from other stakeholders requiring transportation services.

**Sam Martinez, Operations Manager-** Over 10 years of experience in transit management, multi-system diagnostics including circuit boards, and inventory control. Lead and maintain an enthusiastic, productive staff while working individually in a team consistently exceeding expectations and adding extra value.

Fleet management - directed the operation of the fleet locally and out of state. Scheduled repairs and preventive maintenance management. Maintained vehicle records. Inspected and diagnosed motor coaches with commercial fleet software. For Walt Disney World, oversaw a fleet of 386 buses and 70 technicians to keep the demanding schedule on track. A.S.E. certified in H-4 and MVAC.

## Circuit: Company Background

**Circuit Transit Inc** is a C Corporation incorporated in Florida. Circuit has been in operation since 2011.

Headquarters Address:

777 S Flagler Dr  
Suite 800 W  
West Palm Beach, FL 33401

Ph: 646-504-3733

Fax: 631-725-8262

<https://www.ridecircuit.com/>

Contact Information:

Jason Bagley, National Partner, Circuit  
jason@ridecircuit.com | 305-494-1612

Alyssa Haerle, Director of Transit Development  
alyssa@ridecircuit.com | 661-592-0010

Circuit has a professional team with expertise in national operations, marketing, advertising sales, technology, reporting, and expansion - as well as local expertise in South Florida downtown and coastal markets. They will be able to leverage our regional experience and infrastructure within Fort Lauderdale and nearby in Hollywood, West Palm Beach, and Miami to quickly and efficiently set up the service for routes in Fort Lauderdale.

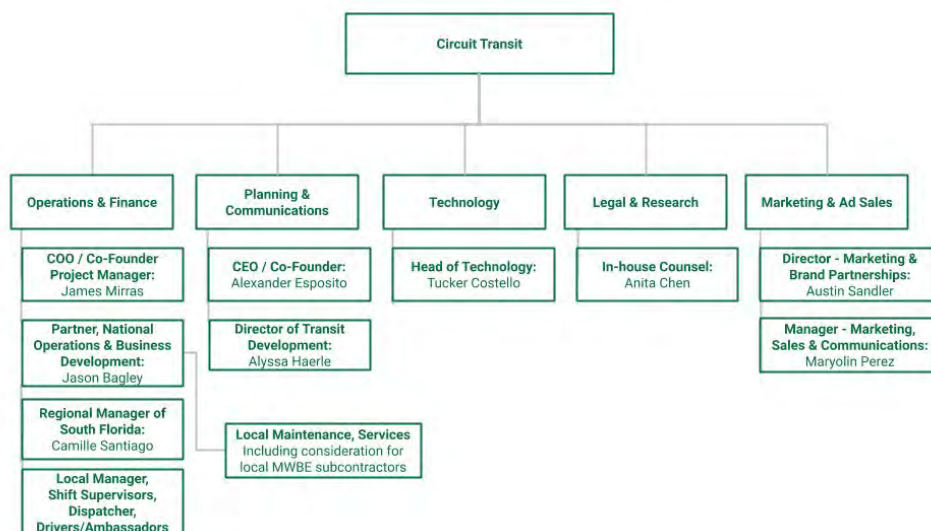
### Key Staff Members at Circuit

**Jason Bagley, Partner, National Operations & Business Development** - Jason would be the Project Manager for Circuit for this program. With 9+ years of experience in shuttle operations, he has been an integral part in launching service in several markets, as well as managing operations across the country and focusing on national quality control. Before joining Circuit in 2012, he worked as a Regional Manager for a full-service National Parking and Transportation Company. He received his BA from Florida Atlantic University. Jason is based in South Florida.

**Alex Esposito, CEO / Co-Founder** - Since starting in 2011, Alex has handled Circuit’s sales and has worked hand in hand in developing and selling the product. Alex has created valuable relationships with a number of national brands and led the company’s impressive sales growth. Previously at NUA Advisors, Vistaprint, and Accenture, he worked on finance, technology, and strategy projects for Fortune 500 companies. Alex holds a BS and MBA from Bentley University.

**Alyssa Haerle, Director of Transit Development** - Alyssa handles public and private transit sales and proposals as well as developing Circuit’s impact reporting metrics. Before joining Circuit in June 2019, Alyssa was a Research Fellow in Government Relations at the Los Angeles Cleantech Incubator working on innovative transportation, small business, and economic development programs. She received her BA from UCLA and MA from Stanford.

### Organizational Chart



**In-House Fleet Technicians:** Two existing fleet technicians based in Broward County with a combined 15 years of experience with electric vehicles come at no cost to the City of Fort Lauderdale. Our head technician works directly with Polaris corporate technicians, along with Jason (above,) in diagnosing new car issues for Polaris to include in their fleet maintenance recommendations to their national dealer network.

## Description of the Proposed Facility and Equipment

### Proposed Facility and Equipment

Due to COVID-19 and the time constraints, Bus.com is still under negotiation with 595 Truck Stop for parking and fueling facilities. It is our intention to finalize the facility contract in the coming weeks. Bus.com will also set up a nearby location for maintenance, cleaning, and shared office space.

The address for 595 Truck Stop is 2705 Burriss Rd, Davie, FL 33314, United States.

### Nature & Type of Vehicles

Bus.com/Premier Coach will operate and maintain vehicles outlined in Exhibits B.

- We acknowledge that we will use the Transition Period inventory in Scenario A.
- We acknowledge that we will use New Vehicles Inventory- Gas in Scenario B.
- We acknowledge that we will use New Vehicles Inventory- Propane in Scenario C.

Please note that we are proposing to use Circuit's EV shuttles for the Seabreeze route. Bus.com would kindly ask for City's feedback and suggestions on our proposal regarding the Seabreeze route.

## Mobile App Development

Bus.com will be able to develop a website and/or a mobile application dedicated to the City of Fort Lauderdale, upon request. The web platform could be designed to improve the overall customer experience, such as knowing when the vehicle is arriving with a real-time tracking system. For example, the mobile application will be able to send GPS-enabled push notifications for passengers waiting and could provide information such as average wait time and the estimated time of arrival at the destination. As requested in the RFP, Bus.com will also provide links to the City's customer service, technical support, Community Shuttle website, as well as the menu to view agency trip issues. The mobile application will also be able to dispense short passenger surveys.

Bus.com will also closely work with Circuit to ensure integration with their customer-facing app for the Seabreeze on-demand EV operation. Circuit's mobile app for the Seabreeze route will have a link to the City's mobile app, in the event that the passenger is connecting from the Seabreeze route to one of the five fixed routes (i.e. Downtown Link).

### Survey & Feedback Functionality

We have systems in place to survey our riders and receive feedback. Riders are able to rate their drivers and leave feedback after each ride. Our app team closely monitors rider and driver feedback and bug reports to continually improve our user experience. Over the past two quarters, we have received an average 4.9 of 5-star rating of our drivers, and currently have a 4.7 rating (over 1,000 reviews) in the App Store. We can tailor our surveys to align with the City's needs and share anonymized reports.



## Performance Dashboard

Bus.com will provide a password-protected dashboard that will be shared with the City of Fort Lauderdale to see the relevant data at a bird's eye view. The dashboard will be provided using Looker, a data visualization tool (see screenshots below for examples), and will include interaction with our mobile application, website, and on-board technology to provide accurate, real-time information on the service.

To evaluate the service, we will track the following KPIs:

- Labor utilization;
- Service efficiency;
- Service effectiveness;
- Safety and security;
- Asset management; AND
- Customer satisfaction/Net promoter score.

Bus.com can ensure consistency in data collection and reporting across all subcontracted partners based on the current performance of our reporting tools and technology integration. Sources of data include:

- On-board technology to track bus location, driving speed, braking intensity, and carbon emissions for all fleet;
- Mobile application data for all routes including Circuit's Seabreeze EV shuttle route; and
- Digital Driver communication tools (pilot project).

Using our proven onboarding process, we will ensure the proper installation of Samsara GPS onboard technology on all buses (regular and reserve fleet) and driver and bus partner personnel technology training. Our goal is to provide standardized service and uniform technology usage by all stakeholders to ensure proper data collection and reporting.

Below is a mock-up Performance Dashboard that Bus.com has prepared for the City of Fort Lauderdale.



We demonstrate a one-page bird's eye view of the metrics mentioned above. The graphs in the dashboard are designed to be interactive, in which you can scroll over each chart and do a deeper dive of the data.

## On-Demand Option

Bus.com/Circuit can also offer an on-demand option with one or more geofenced coverage areas covering the Downtown, Las Olas, and the Seabreeze routes. This model can increase the efficiency of operations while aligning with how riders like to ride.

Together with Circuit, we would propose an app-based request system, including a geo-fenced service area with door to door on-demand service, plus the option for street hail ride pickups. This is the most user-friendly option, providing 100% convenience while maintaining our commitment to the best solution for the entire City, not just the individual user. The service area will be tailored during conversations with local stakeholders to create the best possible solution and the least possible inefficiencies.

When the user opens the app, they will be automatically placed in the Fort Lauderdale location based on their current location. From there, the user will be able to set the current location as the pickup point, type in a location or address, or simply place a pin where they want to be picked up, then repeat for drop off which all go through Google Maps API to ensure the best possible mapping and routing. After pickup and drop off fields are input, the user selects # of riders, if they need an ADA vehicle or not (which can be set as a preference), and hit request. The request goes through the system and routes to the most efficient driver based on all other current requests and rides, and provides the user with an ETA once matched, the driver's name, and the driver's real-time location on their app where they can follow along as the vehicle moves towards their pickup location.

## Nature & Type of Vehicles



Bus.com/Circuit proposes to use GEM E6 all-weather, 100%-electric cars from Polaris Inc as an on-demand fleet available to the Courthouse / Downtown, Las Olas, and SeaBreeze routes. The vehicles seat 5 passengers plus the driver (total of 6 seats) and are made in the United States. The slim and efficient design reduces interference with traffic and decreases passenger loading time. The cars are ideal vehicles for short-range, sustainable, about-town transportation.

These vehicles are low to the ground and each seat has its own door and window, making it easy to get in and out of the vehicles, reducing load and unload times, and the impact curb time has on congestion. The design also provides a more comfortable experience for passengers, especially during the COVID 19 pandemic.

Additional benefits include:

- Range - Lithium batteries for increased range and time on the road with state-of-the-art charging equipment.
- Environmental Impact – Fewer carbon emissions, reducing the City’s carbon footprint, and aligning EV grant opportunities
- Fleet Benefits - Operating numerous vehicles increases the flexibility to customize the service to best serve the needs of the public
- Ridership – The car’s design is fun and inviting, encouraging riders to hop aboard

- Interior Comfort – The cars are easily kept clean and are outfitted with comfortable seats, ample legroom, cup holders, 3-point seatbelts, and a friendly, local ambassador/ driver
- Separation - Partitions added between the rows for Covid-19.
- Storage - Ample cargo space for groceries, beach chairs, and coolers, etc.

Each vehicle can include an optional iPad display that can play digital content such as City messaging and video ads. Circuit is a powerful economic development tool and space will provide valuable exposure to local businesses. Our video app also allows riders to take selfies using our onboard photo booth!

Bus.com/Circuit remains committed to using only 100% battery electric vehicles, including GEMs for the past 9 years. Bus.com/Circuit currently owns, leases, and insures a fleet of 120+ all-electric Polaris GEM e6 vehicles. The cars are ideal vehicles for short-range, sustainable, about-town transportation. As alternatives, we can offer an array of EV sedans from Toyota Prius' to Tesla Model 3's and Electric Vans with seating for 9-15.

Bus.com/Circuit will ensure vehicles meet all minimum standards required to operate services in accordance with the regulations required by local, state, and federal guidelines.

## Access to Additional Vehicles

Given our nearby operations, specifically in Fort Lauderdale, Hollywood and South Florida in general, we are readily able to supply additional GEM electric vehicles on short notice on an as-needed basis. In the event a vehicle needs maintenance, our on-staff, GEM-certified technicians can typically be in the market within 20 minutes. If needed, a new vehicle can be brought to the market, or for events, within 2 hours.

We have 25 vehicles within Broward County that are Circuit owned and therefore we have immediate access to this fleet, including spare vehicles already operating in our Fort Lauderdale market.

While Circuit has found great value in using GEM (Polaris Vehicles), they have built their systems for the electric vehicle types to be interchangeable. They are able to input other vehicle options, if desired, including higher capacity electric vehicles.

# History of Performing Safe Transit Operations

Bus.com will safely operate transit operations to the City's requirements. We understand that this is the City's top priority and will pay utmost attention to eliminate or minimize the number of accidents for our fleet of vehicles.

With our vehicle operator partners nationwide, Bus.com has strict standards on safety as outlined below.

## **VEHICLE QUALITY STANDARDS WITH OUR PARTNERS**

### **Vehicle**

- Registered and in compliant with authority regulations
- Equipped with emergency response equipment
- Possesses minimum passenger capacity as identified in contract
- Possesses all standard and requested amenities in good working condition as identified in contract (including but not limited to: Air Conditioning, heat, storage compartments, bathroom, windows, doors, DVD player, screens, microphone, WiFi, outlets)
- All garbage or waste bins and tanks emptied prior to departure; seating and aisles are cleared from debris, stains, and are without visible wear; bathroom equipped with toilet paper and hand sanitizer; exterior of bus is clean
- Sufficiently fuelled to complete maximum leg of passenger journey prior to departure

Safety Quality Assurance (SQA) specialists (in-house via our subcontractors) perform random safety audits on:

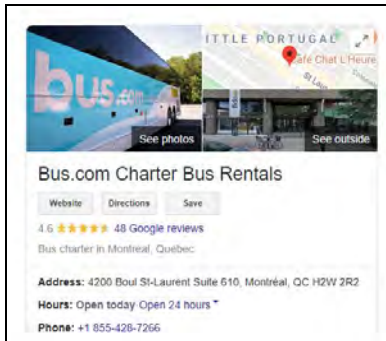
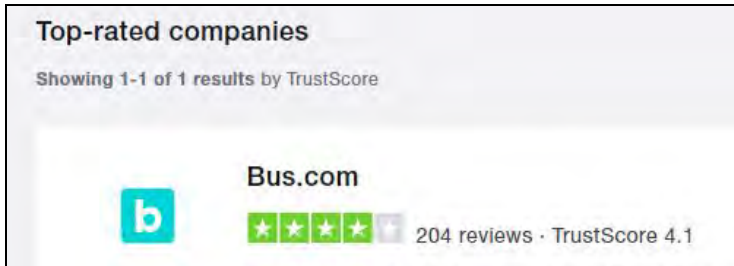
- OSHA requirements
- Facility inspections
- DOT requirements
- Protecting sleeping passengers
- Training/safety meetings
- Injury prevention programs
- Driver files
- GPS unit spot checks

# Industry Awards/Certifications

## Awards

### Bus.com

- Montreal Startupfest 2015
- Montreal Inc. Lauréat 2016
- Finalist EY Entrepreneur of the year 2019
- Excellence in Customer Service Award 2020



## Circuit

Circuit's growth is largely due to its successful operations and satisfied customers. From technology, management, training, and operations, Circuit's full suite of services are best in class and offer the highest levels of quality for this type of service. Circuit maintains rigorous quality controls across all of its 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 grant writing. The dedicated team and quality of service is what sets Circuit apart from other operators and will offer the highest level of service for the City of Fort Lauderdale.

Circuit quality of service has led to recognition, awards, and affiliations that benefit all of the company’s affiliated partners. In December 2019, Fast Company highlighted Circuit as the **“Electric vehicle ride-share company that won the trust of cities without ‘disrupting’ them”**.<sup>1</sup> The team has also been featured in The NY Times, Business Insider, Forbes, Fox News, ABC, and a number of other publications. In 2017 the City of San Diego referenced FRED as part of its successful Bloomberg award application, and the service was featured in a national CBS Smart Cities report.



Circuit has been the recipient of numerous awards like Clean Air NY Champion Award, Alonzo Award for Mobility in San Diego, Vendor of the Year Nominee - Palm Beach Convention Center, 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), Autotech Breakthrough Award for Ride-Hailing Company of the Year 2020<sup>2</sup>.

Circuit was selected as a Finalist for the Leading Cities Accelicity Competition and has taken part in several industry-specific accelerator programs. Circuit and the City of New Rochelle won the Clean Air NY Champions Award for their electric shuttle program in 2020<sup>3</sup>. In 2019, Circuit was accepted to the URBAN-X Accelerator<sup>4</sup> program where it received an investment from BMW/Mini and access to international mobility experts. Circuit has also completed the Civstart<sup>5</sup> and Joules<sup>6</sup> Accelerator programs and has been asked to speak/participate at events like CoMotion Miami, LACoMotion, SmartCities NY, 20-20 Cities, and Civic Lab.



<sup>1</sup> <https://www.fastcompany.com/90444895/how-this-electric-vehicle-ride-share-company-won-the-trust-of-cities-without-disrupting-them>  
<sup>2</sup> <https://autotechbreakthrough.com/2020-winners/>  
<sup>3</sup> <https://www.newrochelleny.com/civicalerts.aspx?AID=2293>  
<sup>4</sup> <https://www.urban-x.com/>  
<sup>5</sup> <https://www.civstart.org/>  
<sup>6</sup> <https://www.joulesaccelerator.com/cohort-5>



# Description of the Financial, Management, and Technical Resources

## Financial Statements

Please refer to the Appendix.

## Management Plan

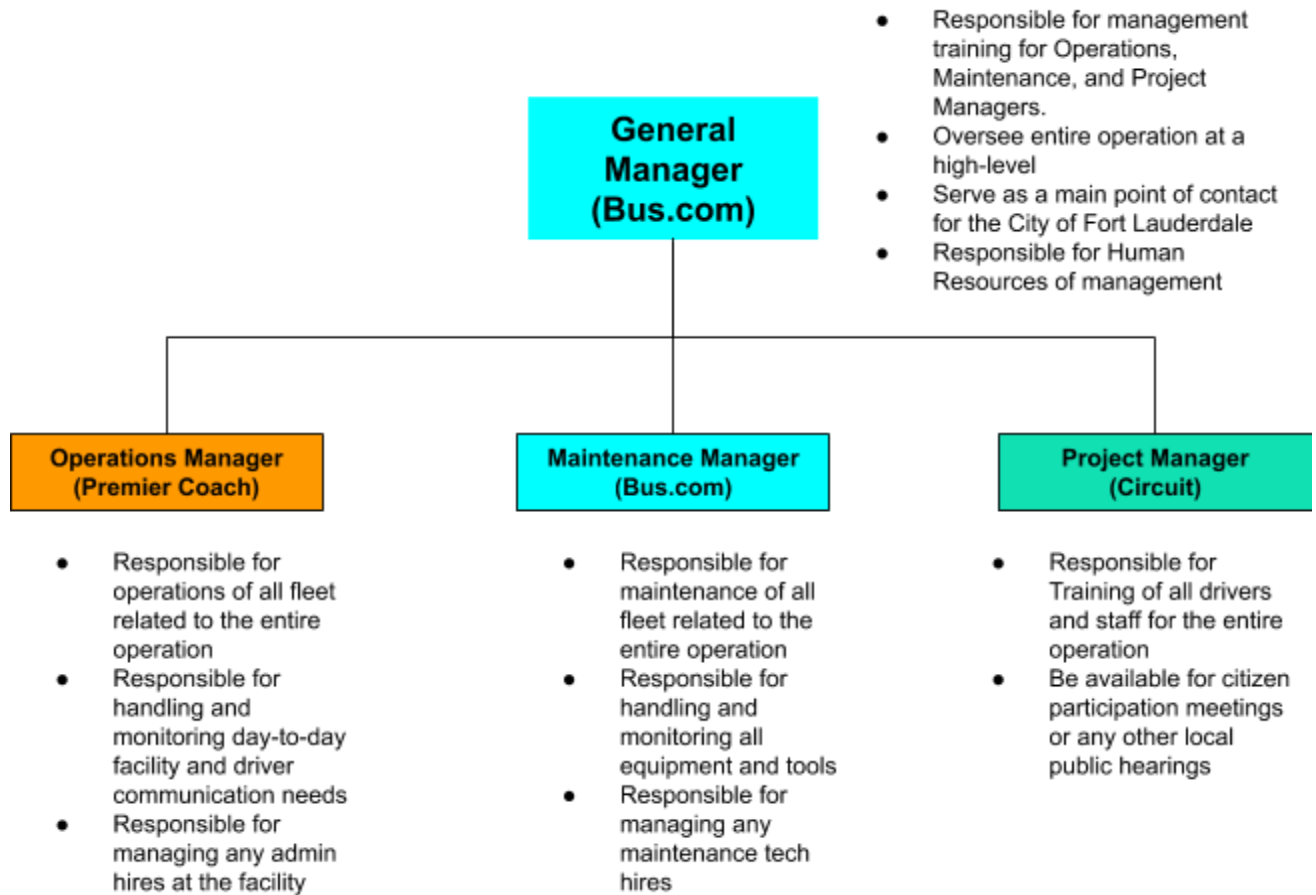
Bus.com will be responsible for the general management of the operations and maintenance, serving as the main point of contact to the City of Fort Lauderdale for all routes, vehicles, and personnel involved in the operations. Bus.com will carefully vet and hire a General Manager with 5+ years of experience. During the hiring and training phase, Bus.com will employ Bob Aube ([bio above](#)) as the interim General Manager. The General Manager for Bus.com will ultimately be responsible for managing a team of three local managers, one Project Manager from Circuit, and one Operations Manager from Premier Coach, and one additional local hire for Maintenance Manager. Bus.com's General Manager will recruit and hire a Maintenance Manager to conduct standardized maintenance of the entire vehicle fleet.

Bus.com's General Manager will also conduct management training and human resources for the Project and Operations Managers mentioned above in order to standardize the quality of our service to the City.

Project Manager will be Jason Bagley from Circuit. As he is based in Fort Lauderdale, Jason will oversee day-to-day staffing, driver relations, rider relations, and community involvement for all fleets related to this RFP. He brings 9+ years of shuttle operations experience. Jason as the Project Manager will also be responsible for safety training for all drivers.

Operations Manager will be Sam Martinez from Premier Coach. As he brings over 10 years of experience in operating and maintaining vehicles, he will be the perfect candidate for this position. At Disney World, Sam oversaw a fleet of 386 buses and 70 technicians to keep the demanding schedule on track.

## Organizational Chart for the Contract on-site employees



## Technical Resources

Bus.com’s technology department will be responsible for working directly with the City of Fort Lauderdale to ensure a collaborative approach to jointly developing a mobile application and a performance dashboard. The timetable for all communication between Bus.com’s technology team and the City are outlined below in the Implementation Plan. The main point of contact for Bus.com’s technology team will be Martin Provencher, Chief Technology Officer ([bio above](#)).

# Approach to Scope of Work

## City's needs, goals, and objectives

The City of Fort Lauderdale and Broward County acknowledge the increasing need for public transportation services. The City currently oversees five free shuttle routes under Broward County Transit's (BCT) Community Shuttle Program. The City of Fort Lauderdale's public transit needs will evolve in the coming years, as COVID-19 has changed the passenger's willingness to use public transportation. The estimated revenue hours of 20,846 hours per year for the 10 vehicles (with 1 spare) and 2,808 hours per year for the two trams and two trailers have been calculated under the assumption that public transportation use will be back to normal by February 2021.

As the City of Fort Lauderdale is ranked fifth in the nation in traffic fatalities, there will also be a focus on the safety of their passengers. Vision Zero Fort Lauderdale clearly expresses not only the City of Fort Lauderdale's but also its citizens' needs in hopes of eradicating traffic fatalities in the City. In addition, the safety precautions will be even more needed with COVID-19, to properly disinfect the surface and interior of the vehicles in order to protect the health of its passengers.

The City of Fort Lauderdale is actively researching, piloting, and implementing various ways to make public transportation more accessible. Projects such as Flagler Greenway Transportation Equity Improvement Project are a good example of encouraging alternate mode travel and safe behavior.

## Bus.com Vision, Ideas, and Methodology

Bus.com's vision is to help the City of Fort Lauderdale and Broward County achieve their transportation goals and objectives. Bus.com not only wishes to provide the service work of operations and maintenance of the Community Shuttle Program but also wishes to be deeply engaged in the City's Vision Zero initiative.

First, Bus.com's immediate contribution to the initiative would come from our safe operation of vehicles and accurate reporting of traffic data. By minimizing or eliminating the accidents with Bus.com-operated vehicles will distill trust in the public's eye. In addition, our user-friendly mobile application and our partner Circuit's EV shuttles for the Seabreeze route will rejuvenate ridership among the City's residents. By incorporating an on-demand aspect of the operation, we will also ensure increased access to public transportation for all people ranging from working professionals to senior citizens.

Second, Bus.com will be actively involved in community outreach by participating in working groups and citizen participation meetings to first-hand hear the residents' needs. It would be Bus.com's short-term objective to drastically increase passenger trust and satisfaction in the Community Shuttle Program.

Third, Bus.com will provide a complete solution for data management and analytics. Being a data-driven company, Bus.com will leverage its proprietary technologies including advanced analytics and machine learning to help the Community Shuttle Program improve its quality of service. Through our data initiatives, Bus.com and the City will be able to generate meaningful, actionable insights in the performance dashboards, thus allowing the City to make recommendations that could benefit the Program.

## Proposed Staffing, Training, Start-up, and Implementation Plan

### Training Plan

Bus.com has a training program in place for new operational staff which covers the safe and efficient operation of gas-powered/ electric vehicles, cleaning and safety processes, and customer service. Bus.com has a corporate operations team that develops and maintains operational policies and procedures. They hire and train new managers and coordinate hiring and training for new drivers. Bus.com will hire a Regional Manager (General Manager) in place for Florida. 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. Bus.com shall participate in the County's Drug and Alcohol Testing Program.

When the manager is comfortable with a candidate and decides to extend a job offer, they will be introduced to our staff training/development tools & programs.

Our training program specifically covers:

- Safe operation of a gas-powered vehicle and/or an electric vehicle
- Efficient operation of a gas-powered vehicle and/or an electric vehicle, including to maximize battery efficiency
- Cleaning procedures using environmentally friendly processes and products
- Safety guidelines and policies
- COVID19 advanced safety and cleaning policies and procedures
- Customer service and passenger relations
- ADA regulations and operations

- Use of the Driver Mobile App (Circuit)
- Communications policies
- Emergency procedures and plan
- Accident reporting/procedures

Additional training for this RFP:

- County's Vehicle Operator Training Program, with a refresher course every 2 years
- County's Passenger Relations standards and policies

Our teams have consistently met requirements from transit authorities and police/sheriff's departments, including in Florida, New York, and California, for vehicle inspections and driver training and testing.

### Ongoing Training

Bus.com also provides ongoing training/retraining and conducts performance evaluations, which include:

- **Info Sessions** - Monthly all-hands team meeting
  - Company Management Reminders, Updates & Driver Q&A
- **Ride-Alongs** - Monthly official in-car, recorded observation sessions
  - Observation of high-level driving performance (general)
  - Observation focused on defensive driving (safety)
  - Observation focused on customer service & experience (experience)
- **Quarterly Driver Reviews** - Individual performance vs. team written form
  - Ridership Data
  - Rider Review Data
  - Attendance Data
  - Areas of Excellence
  - Areas of Improvement

### Simple Implementation Plan

We have a proven and agile process for planning and rolling out our programs, which helps us to be efficient, to forecast needs, time phases, and tasks, to adapt the design to local conditions, and to scale smartly. This reduces time to deployment and the delays caused by missing items or mistimed tasks. Our team combines transportation, business, legal, and economic development experience with the local knowledge of our operations to plan an effective and replicable pilot. During this phase, our regional team along with our executive team will be involved.

A typical timeline is available below:

#### Phase 1- Planning and Preparing

During this phase, Bus.com will work with the City on a plan of action and contract, defining the scope of services and determining key metrics. Bus.com will hire and train a local team, acquire and set up vehicles, secure a base of operations, establish a local business entity, create and test new app location, and prepare marketing plans as part of its key activities. Bus.com will work with the City to determine an appropriate kickoff date.

#### Phase 2 - Project Kickoff

Bus.com will kick off the service on the designated launch date and execute its marketing plan announcing the launch of the new pilot, including communicating any changes from the previous pilot program. Bus.com will conduct ride alongs and on-job training with new staff to ensure effectiveness and efficiency of service.

#### Phase 3 - Operations, Monitoring, Reporting, and Adjusting

Bus.com will operate the service and maintain vehicles during the pilot period of 6 months. During this time, Bus.com will monitor key metrics and feedback, conduct rider surveys, implement ongoing marketing strategy, engage in ongoing community outreach, sell and execute advertising campaigns, communicate with and submit regular reports to the City project team, and make any adjustments to the service as needed/requested. Bus.com can also work with the City on any plans for service extension or expansion.

## Detailed Implementation Plan

| <b>Work Plan</b>                       |   |  |                                       |                 |
|--|---|--|---------------------------------------|-----------------|
| <b>Ongoing Project Management</b>      |   |  |                                       |                 |
| <b>Process</b>                         | <b>Description</b>  | <b>Team</b>                            | <b>Timing</b>                         | <b>Category</b> |
| Regular Meetings - City                | Bus.com will convene regular meetings with City project staff to plan and coordinate project details  | Bus.com, City                          | Ongoing                               | Communication   |
| Regular Meetings - Bus.com             | Bus.com will convene regular meetings with subcontractors Premier Coach and Circuit to plan and coordinate technology development and delivery                                      | Bus.com, Premier Coach, Circuit        | Ongoing                               | Communication   |
| <b>Phase 1- Scope and Planning</b>     |   |  |                                       |                 |
| <b>Process</b>                         | <b>Description</b>  | <b>Team</b>                            | <b>Timing</b>                         | <b>Category</b> |
| Plan of Action and Contract            | Bus.com will work with City and subcontractors to finalize the scope of services, route(s), number of cars, and hours of service. This will finalize the initial budget.            | Management, Legal, Finance, Technology | Timeline begins at contract execution | Communication   |
| Operational Game Plan                  | Bus.com's operations team will finalize a final work plan and prepare a Gantt Chart of required actions   | Operations                             | Wk 1                                  | Operations      |
| Entity Registration & Licensing        | Bus.com will create a local business entity and obtain appropriate licensing. If applicable, securing any local approvals or permits for operation.                                 | Operations, Legal                      | Wk 1 -2                               | Operations      |
| Order Vehicles                         | Bus.com/Circuit will obtain appropriate vehicles for routes   | Circuit                                | Wk 1                                  | Operations      |
| Storage & Charging Facility            | Bus.com will research local facilities near the service route to store and charge the vehicles and space for a local base of operations to set up the Office of the General Manager | Operations                             | Wk 1 -2                               | Operations      |
| Service Branding                       | Bus.com will coordinate with the City project team to determine branding decisions about the service. City will provide to Circuit any branding collateral to be used for service.  | Marketing                              | Wk 1 - 2                              | Marketing       |
| <b>Phase 2- System &amp; Processes</b> |   |  |                                       |                 |
| <b>Process</b>                         | <b>Description</b>  | <b>Team</b>                            | <b>Timing</b>                         | <b>Category</b> |

|   |   |                       |          |                           |
|---|---|-----------------------|----------|---------------------------|
| Staffing Plan & Schedule                    | Bus.com will prepare a finalized Staffing Plan  | Operations, Personnel | Wk 2     | Operations                |
| Application                                 | Bus.com will receive approval of mock-up/spec/design of the mobile app from the City and begin coordinating technology integration with Circuit | Technology, Circuit   | Wk 2 - 8 | Mobile Application        |
| Location & Personnel Files - Company Server | Bus.com will set up internal files and structure to prepare for new service and personnel   | Internal Development  | Wk 2     | Operations                |
| Marketing Plan                              | Bus.com will develop a marketing strategy and plan in coordination with the City marketing team and efforts                                     | Marketing             | Wk 2 -3  | Communication             |
| Manager Search                              | Bus.com will begin the search for a local General Manager   | Operations, Personnel | Wk 3 -5  | Operations                |
| Vehicles                                    | Bus.com will track vehicle status updates and plan for vehicle delivery to market and setup   | Fleet                 | Wk 4 - 5 | Operations                |
| Insurance                                   | Bus.com will add a location to the national insurance policy to include minimum levels and requirements of this RFP.                            | Operations            | Wk 4     | Operations, Communication |

### Phase 3 - Execution

| Process                       | Description   | Team           | Timing    | Category   |
|-------------------------------|---|----------------|-----------|------------|
| Secure Storage & Charging     | Bus.com will secure necessary local facilities near the service route to store and charge the vehicles  | Operations     | Wk 4 - 6  | Operations |
| Hiring General Manager        | Bus.com will hire and train a local General Manager.  | Operations, HR | Wk 5 - 6  | Operations |
| Hiring Local Team             | Bus.com will hire a local team and conduct necessary background checks and drug & alcohol testing, including shift supervisors, maintenance manager, driver ambassadors, dispatchers, and customer service personnel. | GM             | Wk 6 - 8  | Operations |
| Vehicle Setup                 | Bus.com will prepare and set up vehicles for service  | Fleet          | Wk 7 - 9  | Operations |
| Branding Vehicles             | Bus.com will have vehicles wrapped with default branding for City service   | Fleet          | Wk 9 - 10 | Operations |
| Office & Infrastructure Setup | Bus.com will set up office and vehicle storage/charging space, including installing any required infrastructure for level 1 charging and securing the necessary permits.  | GM, Circuit    | Wk 8 - 9  | Operations |



|                                       |   |                          |            |                           |
|---------------------------------------|---|--------------------------|------------|---------------------------|
| Device Setup                          | Bus.com will obtain and set up sufficient mobile devices for driver communication and vehicle tracking.   | GM, PM                   | Wk 8 - 9   | Operations, Communication |
| Training Drivers for Launch           | Bus.com will work to train drivers ahead of the service launch. Drivers will be provided informational training tools as well as a Driver Manual. | GM, PM                   | Wk 10 - 12 | Operations                |
| Driver Uniforms                       | Bus.com will order and prepare appropriate uniforms for drivers and local staff.  | GM, PM                   | Wk 11 - 12 | Operations                |
| Application Testing                   | Bus.com will coordinate application testing with Circuit  | Technology Team, Circuit | Wk 8 - 10  | Mobile Application        |
| Schedule Wkly Management Calls        | Bus.com will coordinate regular calls with the local General Manager, Project Manager, Operations Manager, and Maintenance Manager.               | GM, Region               | Wk 10      | Communication, Operation  |
| Schedule Monthly Driver Info Sessions | Bus.com will coordinate monthly Driver info sessions for ongoing training purposes  | GM, PM                   | Wk 10      | Communication, Operation  |
| Customer Service Database Setup       | Bus.com will set up a Customer Service Database for operational and technology questions, feedback, concerns                                      | Technology Team, Bus.com | Wk 10 - 11 | Communication, Reporting  |

**Phase 4 - Launch**

| Process                             | Description  | Team                   | Timing          | Category           |
|-------------------------------------|--|------------------------|-----------------|--------------------|
| National Management On-Job Training | Bus.com will conduct ride-alongs and continued training with staff to ensure the effectiveness and efficiency of service                                 | GM, PM, OM             | Wk 10 - 12      | Operations         |
| Technology Finalization & Delivery  | Bus.com will work with Circuit to finalize technology and publish an app to Apple App Store and Google Play Store.                                       | Technology, Circuit    | Wk 10 - 11      | Mobile Application |
| All-Hands Group Welcome & Training  | Bus.com National and Regional team welcomes local team and conducts group training sessions  | Operations & Others    | Wk 10           | Operations         |
| Individual Training                 | Bus.com conducts individual training sessions with local staff   | GM, Region             | Wk 10 - 12      | Operations         |
| Press Outreach & Sales (Round 1)    | Bus.com will work with City to announce the launch of service to the community, including potential ribbon-cutting event, press releases, and promotions | Marketing              | Wk 11 - 12      | Communication      |
| Opening Day                         | Bus.com will launch the program on a designated launch date  | Bus.com, City, Premier | Wk 11 - 12, tbd | Operations         |

|                                     |   | Coach,<br>Circuit                     |               |                                      |
|-------------------------------------|---|---------------------------------------|---------------|--------------------------------------|
| <b>Phase 5 - Launch Monitoring</b>  |   |                                       |               |                                      |
| <b>Process</b>                      | <b>Description</b>  | <b>Team</b>                           | <b>Timing</b> | <b>Category</b>                      |
| Press Outreach (Round 2)            | Bus.com will continue to market the service and conduct the second round of press outreach, in coordination with City marketing team and efforts                  | Marketing                             | Wk 13 - 14    | Communication                        |
| Local Business "Road Show"          | Bus.com will conduct outreach to local businesses along the route to advertise to their customers/employees about the service, including leave-behinds and flyers | Marketing                             | Wk 13 - 14    | Communication                        |
| Launch Data & Analysis              | Bus.com will study developing ridership trends and analyze initial performance and rider and community feedback.  | Operations & GM, Region               | Wk 14 - 16    | Reporting                            |
| Data Report Setup & Updates         | Bus.com will set up data, maintenance, customer feedback, and other required reports and begin reporting to the City at required intervals.                       | GM, Region                            | Wk 16         | Reporting                            |
| Review & Adjustment Board           | Bus.com will coordinate with the City project team and Bus.com to review the initial program and make any necessary adjustments                                   | Bus.com, City, Premier Coach, Circuit | Wk 16         | Communication, Reporting, Operations |
| <b>Q1 Review</b>                    |   |                                       |               |                                      |
| <b>Process</b>                      | <b>Description</b>  | <b>Team</b>                           | <b>Timing</b> | <b>Category</b>                      |
| Ongoing Training - Staff & Managers | Bus.com will conduct ongoing training of drivers and public-facing staff  | GM, Supervisors, Region               | Wk 24         | Operations                           |
| Staff Performance Reviews           | Bus.com will conduct performance reviews of all local staff.  | Operations, Region, GM                | Wk 24         | Operations                           |
| Manager & Supervisor Reviews        | Bus.com will conduct performance reviews of all local managers and supervisors  | Operations, Region, GM                | Wk 24         | Operations                           |
| Adjustment Report & Analysis        | Bus.com will provide regular reports to City and collaborate with City to adjust service based on data trends, passenger feedbacks, and stakeholders requests     | Bus.com, City                         | Wk 24         | Reporting, Communication             |
| <b>Q2 Review</b>                    |   |                                       |               |                                      |
| <b>Process</b>                      | <b>Description</b>  | <b>Team</b>                           | <b>Timing</b> | <b>Category</b>                      |
| Ongoing Training - Staff            | Bus.com will conduct ongoing training of drivers and public-facing staff  | GM, Supervisors,                      | Wk 36         | Operations                           |

|                              |   |                        |       |                          |
|------------------------------|---|------------------------|-------|--------------------------|
| & Managers                   |   | Region                 |       |                          |
| Staff Performance Reviews    | Bus.com will conduct performance reviews of all local staff.  | Operations, Region, GM | Wk 36 | Operations               |
| Manager & Supervisor Reviews | Bus.com will conduct performance reviews of all local managers and supervisors  | Operations, Region, GM | Wk 36 | Operations               |
| Adjustment Report & Analysis | Bus.com will provide regular reports to City and collaborate with City to adjust service based on data trends, passenger feedbacks, and stakeholders requests | Bus.com, City          | Wk 36 | Reporting, Communication |

**Q3 Review**

| Process                             | Description   | Team                    | Timing | Category                 |
|-------------------------------------|---|-------------------------|--------|--------------------------|
| Ongoing Training - Staff & Managers | Bus.com will conduct ongoing training of drivers and public-facing staff  | GM, Supervisors, Region | Wk 48  | Operations               |
| Staff Performance Reviews           | Bus.com will conduct performance reviews of all local staff.  | Operations, Region, GM  | Wk 48  | Operations               |
| Manager & Supervisor Reviews        | Bus.com will conduct performance reviews of all local managers and supervisors  | Operations, Region, GM  | Wk 48  | Operations               |
| Adjustment Report & Analysis        | Bus.com will provide regular reports to City and collaborate with City to adjust service based on data trends, passenger feedbacks, and stakeholders requests | Bus.com, City           | Wk 48  | Reporting, Communication |

**Q4 Review**

| Process                             | Description  | Team                    | Timing     | Category      |
|-------------------------------------|--|-------------------------|------------|---------------|
| Service Extension                   | Bus.com will work with the City project team for any service extensions or expansions beyond the initial 1 year of service | Bus.com, City           | Wk 56 - 58 | Communication |
| Ongoing Training - Staff & Managers | Bus.com will conduct ongoing training of drivers and public-facing staff   | GM, Supervisors, Region | Wk 60      | Operations    |
| Staff Performance Reviews           | Bus.com will conduct performance reviews of all local staff.   | Operations, Region, GM  | Wk 60      | Operations    |
| Manager & Supervisor Reviews        | Bus.com will conduct performance reviews of all local managers and supervisors   | Operations, Region, GM  | Wk 60      | Operations    |

|                              |   |               |       |                          |
|------------------------------|---|---------------|-------|--------------------------|
| Adjustment Report & Analysis | Bus.com will provide regular reports to City and collaborate with City to adjust service based on data trends, passenger feedbacks, and stakeholders requests | Bus.com, City | Wk 60 | Reporting, Communication |
|------------------------------|---|---------------|-------|--------------------------|

## Proposed Vehicle Maintenance Plan

### Systematic Maintenance and Repair Program

Bus.com is committed to providing our passengers with safe Transportation. This commitment requires a three-step approach as outlined in this policy.

1. **Knowledge and Compliance.** Everyone at Bus.com that is directly involved in this process must;
  - a. Be knowledgeable of the rules and regulations of the systematic maintenance and repair program per Federal Motor Carrier Safety Regulations Part 396.
  - b. Everyone including our managers, drivers, and maintenance service providers must comply with the rules in this policy.
2. **Systematic Maintenance and Repair Program.** The Federal Motor Carrier Safety Administration (FMCSA), requires that we must ensure our fleet must be systematically inspected, repaired, and maintained to ensure they are in safe operating condition.
  - a. All parts and accessories must be in safe and proper operating conditions always. These include specific parts and accessories that may affect the safe operation, including but not limited to, frame, frame assemblies, suspension systems, axles, and attaching parts, wheels and rims, brake systems and related components, and steering systems, push out windows, emergency doors, and exits, emergency marking lighting, satellite, and video systems. Our fleet shall be properly lubricated and free of excessive oil and grease leaks.
3. **Driver Vehicle Inspection Reports.** The Federal Motor Carrier Safety Administration Regulations require that every carrier require its drivers to perform a daily pre-trip inspection prior to operating a commercial motor vehicle on a public highway. Drivers are also required to perform a post-trip inspection at the end of their shift. FMCSA regulations require that a written Driver Vehicle Inspection be completed if a defect is discovered during the pre-trip or post-trip inspection. **The FMCSA regulations shall not be interpreted as not requiring a pre-trip/post-trip inspection.**

**NOTICE:** Bus.com policy requires all drivers complete a Driver Vehicle Inspection Report regardless if a defect is discovered or not.

4. When a driver is either unsure or believes, the discovered defect may affect the safe operation of the vehicle he/she shall contact the safety manager immediately. If required a qualified mechanic shall make the determination if repairs are necessary or are not necessary for the safe operation of the vehicle.

**At no time, shall any vehicle operated in behalf of Bus.com be operated in such a condition as to likely cause an accident or a breakdown of the vehicle.**

To ensure our fleet is complying with Federal Motor Carrier Safety Regulations all commercial motor vehicles operated on behalf of Bus.com shall be systematically inspected. All company vehicles maintenance records shall include the nature and due dates of the various inspections as follows;

PASSENGER VEHICLES / MOTORCOACH BUSES

| TYPE INSPECTION | DUE DAYS AT TIME OF INSPECTION |
|-----------------|--------------------------------|
|-----------------|--------------------------------|

**SCHEDULE A MAINTENANCE PLAN**

|  |         |
|--|---------|
| Emergency Lighting Devices                       | 90 Days |
| Safety Equipment                                 | 90 Days |
| Emergency Exits Operating / Instruction Stickers | 90 Days |
| ADA Equipment                                    | 90 Days |

PASSENGER VEHICLES / MOTORCOACH BUSES

| TYPE INSPECTION | DUE MILEAGE AT TIME OF INSPECTION |
|-----------------|-----------------------------------|
|-----------------|-----------------------------------|

**SCHEDULE B MAINTENANCE PLAN**

|                        |              |
|------------------------|--------------|
| Tires and Wheels       | 12,000 Miles |
| Frame/Frame Assemblies | 12,000 Miles |
| Suspension             | 12,000 Miles |
| Axles                  | 12,000 Miles |
| Steering Systems       | 12,000 Miles |

|                           |              |
|---------------------------|--------------|
| Brake/ABS Inspection      | 12,000 Miles |
| Low Air Warning System    | 12,000 Miles |
| HVAC System               | 12,000 Miles |
| Accident Report Forms     | 12,000 Miles |
| Current Annual Inspection | 12,000 Miles |
| Current Insurance Form    | 12,000 Miles |

PASSENGER VEHICLES / MOTORCOACH BUSES

| TYPE INSPECTION | DATE AT TIME OF INSPECTION |
|-----------------|----------------------------|
|-----------------|----------------------------|

**SCHEDULE C MAINTENANCE PLAN**

|                               |          |
|-------------------------------|----------|
| Periodic Safety Inspection    | Annually |
| Transmission Service          | Annually |
| Differential Service          | Annually |
| Pre-Trip/Post-Trip Inspection | Daily    |

SHORT HAUL MOTORCOACH PASSENGER VANS

(100 AIR MILE RADIUS)

| TYPE INSPECTION | DATE AT TIME OF INSPECTION |
|-----------------|----------------------------|
|-----------------|----------------------------|

**SCHEDULE D MAINTENANCE PLAN**

|                              |              |
|------------------------------|--------------|
| Tires and Wheels             | 12,000 Miles |
| Frame/Frame Assemblies       | 12,000 Miles |
| Suspension                   | 12,000 Miles |
| Axles                        | 12,000 Miles |
| Steering Systems             | 12,000 Miles |
| Brake/ABS Inspection         | 12,000 Miles |
| Low Air Warning System       | 12,000 Miles |
| Accident Report Forms        | 12,000 Miles |
| Current Annual Inspection    | 12,000 Miles |
| Current Vehicle Registration | 12,000 Miles |
| Current Insurance Form       | 12,000 Miles |

PASSENGER VEHICLES / MOTORCOACH BUSES

| TYPE INSPECTION | DATE AT TIME OF INSPECTION |
|-----------------|----------------------------|
|-----------------|----------------------------|

**SCHEDULE F MAINTENANCE PLAN**

**COMFORT.** Drivers shall maintain a reasonable temperature on each bus for our customers. DAILY

**RESTROOMS.** Our fleet shall have clean, odor-free restrooms always. A bus can operate without a functioning restroom if it makes frequent rest stops. DAILY

**BUS SERVICING.** Each bus shall be kept clean, and all required items in good working order. DAILY

**DRIVERS.** Shall be wear identified in a manner visible to passengers. DAILY

**DRIVER VEHICLE INSPECTION**

Any motor vehicle operated by Bus.com including subcontractor company owned, term leased, trip leased and owner operated, shall not be driven unless the driver is satisfied that the vehicle is in good working order. This will be accomplished by performing a pre-trip inspection prior to operating the vehicle. The driver shall also perform a post trip inspection at the end of his/her day identifying any abnormalities observed while operating the vehicle.

Drivers shall prepare a written report documenting an inspection was performed and noting any defects discovered. The original copy shall be turned into the safety department daily but no less than 13 days after completion. Drivers shall review the previous days DVIR to determine if the previous driver cited any defects that need to be verified as completed. The reviewing driver shall sign the previous days DVIR certifying the cited defects have been repaired.

Report any defects to the maintenance to determine if repairs are required for safe operation and/or take corrective action. They must include, at a minimum the following parts and accessories:

|   |                        |
|---|------------------------|
| Parking Brake                             | Service Brake Systems  |
| Lighting devices and reflectors           | Steering Mechanism     |
| Horn                                      | Tires/Wheels/Lugs      |
| Rear-vision mirror or mirrors             | Windshield Wipers      |
| Emergency Equipment                       | Spare Fuses            |
| Current Annual Inspection                 | Turn Signals           |
| Tail Lights                               | Excessive Leaks        |
| Emergency Equipment                       | Fluid Levels           |
| Electric Wiring Chaffing/Cracking/Exposed | Load Securement        |
| Current Annual Inspection                 | ADA Equipment          |
| Safety Video System                       | Accident Report Forms  |
| Current Vehicle Registration              | Current Insurance Form |

Oil leaking on hot engine surfaces is an out of service Motorcoach.



# Management, Operating and Equipment costs

## Cost Proposal Form: Scenario A

**SECTION VI - COST PROPOSAL PAGE**

Proposers Name: Bus.com

**Vehicle Inventory Scenario A**

Proposer agrees to supply the products and services at the prices bid 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/products 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.

**Notes:**

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

|                |                                    | Estimated # of Hours | Unit Price per Service Hour - (Including Fuel) | Extended Price         | Estimated Annual Fuel Costs |
|----------------|------------------------------------|----------------------|--|------------------------|-----------------------------|
| Year 1         | First Term                         | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 2         |                                    | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 3         |                                    | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 4         | 2nd Term at the Option of the City | 27,934               | \$58.00  | \$1,620,172.00         | \$0.00                      |
| Year 5         |                                    | 27,934               | \$58.00  | \$1,620,172.00         | \$0.00                      |
| Year 6         | 3rd Term at the Option of the City | 37,341               | \$64.00  | \$2,389,824.00         | \$0.00                      |
| Year 7         |                                    | 37,341               | \$64.00  | \$2,389,824.00         | \$0.00                      |
| <b>TOTALS:</b> |                                    |                      |  | <b>\$11,161,275.74</b> | <b>\$0.00</b>               |

**Submitted By:**

Justin Park  
Name (printed)

*Justin Park*  
Signature

11/17/2020  
Date

Business Development Manager  
Title

**\*Estimated Fuel Costs are to be determined.**

# Cost Proposal Form: Scenario B

## SECTION VI - COST PROPOSAL PAGE

Proposers Name: Bus.com

### Vehicle Inventory Scenario B

Proposer agrees to supply the products and services at the prices bid 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/products 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.

#### Notes:

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

|                |                                    | Estimated # of Hours | Unit Price per Service Hour - (Including Fuel) | Extended Price         | Estimated Annual Fuel Costs |
|----------------|------------------------------------|----------------------|--|------------------------|-----------------------------|
| Year 1         | First Term                         | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 2         |                                    | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 3         |                                    | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 4         | 2nd Term at the Option of the City | 27,934               | \$54.00  | \$1,508,436.00         | \$0.00                      |
| Year 5         |                                    | 27,934               | \$54.00  | \$1,508,436.00         | \$0.00                      |
| Year 6         | 3rd Term at the Option of the City | 37,341               | \$58.00  | \$2,165,778.00         | \$0.00                      |
| Year 7         |                                    | 37,341               | \$58.00  | \$2,165,778.00         | \$0.00                      |
| <b>TOTALS:</b> |                                    |                      |  | <b>\$10,489,711.74</b> | <b>\$0.00</b>               |

#### Submitted By:

Justin Park  
Name (printed)

*Justin Park*  
Signature

11/17/2020  
Date

Business Development Manager  
Title

**\*Estimated Fuel Costs are to be determined.**

# Cost Proposal Form: Scenario C

**SECTION VI - COST PROPOSAL PAGE**

Proposers Name: Bus.com

**Vehicle Inventory Scenario C**

Proposer agrees to supply the products and services at the prices bid 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/products 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.

**Notes:**

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

|                |                                    | Estimated # of Hours | Unit Price per Service Hour - (Including Fuel) | Extended Price         | Estimated Annual Fuel Costs |
|----------------|------------------------------------|----------------------|--|------------------------|-----------------------------|
| Year 1         | First Term                         | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 2         |                                    | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 3         |                                    | 20,846               | \$50.23  | \$1,047,094.58         | \$0.00                      |
| Year 4         | 2nd Term at the Option of the City | 27,934               | \$52.00  | \$1,452,568.00         | \$0.00                      |
| Year 5         |                                    | 27,934               | \$52.00  | \$1,452,568.00         | \$0.00                      |
| Year 6         | 3rd Term at the Option of the City | 37,341               | \$54.00  | \$2,016,414.00         | \$0.00                      |
| Year 7         |                                    | 37,341               | \$54.00  | \$2,016,414.00         | \$0.00                      |
| <b>TOTALS:</b> |                                    |                      |  | <b>\$10,079,247.74</b> | <b>\$0.00</b>               |

**Submitted By:**

Justin Park  
Name (printed)

Justin Park  
Signature

11/17/2020  
Date

Business Development Manager  
Title

**\*Estimated Fuel Costs are to be determined.**

# Cost Proposal Form: Scenario D

**SECTION VI - COST PROPOSAL PAGE**

Proposers Name: Bus.com

**Vehicle Inventory Scenario D**

Proposer agrees to supply the products and services at the prices bid 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/products 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.

**Notes:**

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

\*\*\*City shall be responsible for the maintenance of the trams and trailers.

|                |                                    | Estimated # of Hours | Unit Price per Service Hour | Extended Price      | Estimated Annual Fuel Costs |
|----------------|------------------------------------|----------------------|-----------------------------|---------------------|-----------------------------|
| Year 1         | First Term                         | 2,808                | \$28.98                     | \$81,375.84         | N/A                         |
| Year 2         |                                    | 2,808                | \$28.98                     | \$81,375.84         | N/A                         |
| Year 3         |                                    | 2,808                | \$28.98                     | \$81,375.84         | N/A                         |
| Year 4         | 2nd Term at the Option of the City | 2,808                | \$30.00                     | \$84,240.00         | N/A                         |
| Year 5         |                                    | 2,808                | \$30.00                     | \$84,240.00         | N/A                         |
| Year 6         | 3rd Term at the Option of the City | 2,808                | \$31.00                     | \$87,048.00         | N/A                         |
| Year 7         |                                    | 2,808                | \$31.00                     | \$87,048.00         | N/A                         |
| <b>TOTALS:</b> |                                    |                      |                             | <b>\$586,703.52</b> | <b>N/A</b>                  |

Submitted By:

Justin Park  
Name (printed)

*Justin Park*  
Signature

11/17/2020  
Date

Business Development Manager  
Title

# Cost Breakdown

|  | Monthly cost | Notes                            |    |  |  |
|--|--------------|----------------------------------|----|--|--|
| <b>Fleet (Premier Coach)</b>                               |              |                                  |    |  |  |
| Vehicle Lease  | \$9.17       | <b># of vehicles</b>             | 11 |  |  |
| Fuel Cost  | \$12,000.00  | \$2,000.00                       |    |  |  |
| Registration   | \$0.00       | per vehicle                      |    |  |  |
| Violations   | \$0.00       |                                  |    |  |  |
| Maintenance  | \$8,400.00   | \$14,400.00                      |    |  |  |
| Insurance  | \$15,400.00  | amortized over 7 years           |    |  |  |
| Permits  | \$229.17     |                                  |    |  |  |
| Supplies   | \$30.00      |                                  |    |  |  |
| Samsara tracking   | \$825.00     |                                  |    |  |  |
| Admin cost   | \$3,000.00   | <b>8 drivers (Premier Coach)</b> |    |  |  |
| Driver compensation  | \$28,160.00  | \$22/hour*40 hours per week      |    |  |  |
| <b>Facility (shared between Premier Coach and Circuit)</b> |              |                                  |    |  |  |
| Construction   | \$2,380.95   | \$200,000.00                     |    |  |  |
| Facility Rent  | \$4,400.00   | amortized over 7 years           |    |  |  |
| Tech   | \$3,200.00   | \$20/hr x 40 hours x 4           |    |  |  |
| Part-time Tech   | \$1,200.00   | \$15/hr x 20 hours x 4           |    |  |  |
| <b>Cleaning &amp; Washing</b>                              |              |                                  |    |  |  |
| Washing Equipment  | \$297.62     | \$25,000.00                      |    |  |  |
| Cleaner  | \$1,800.00   | amortized over 7 years           |    |  |  |
| Cleaning supplies  | \$350.00     |                                  |    |  |  |
| <b>Management</b>  |              |                                  |    |  |  |
|  |              | <b>Annual Salary</b>             |    |  |  |
| Operations Manager   | \$4,166.67   | \$50,000.00                      |    |  |  |
| Dispatcher   | \$2,500.00   | \$30,000.00                      |    |  |  |
| Dispatcher 2   | \$2,000.00   | \$30,000.00                      |    |  |  |

|   |                 |                         |              |             |                |
|---|-----------------|-------------------------|--------------|-------------|----------------|
| Management Fee  | \$10,358.96     | \$120,849.04            |              |             |                |
| Subcontractor Fee   | \$1,250.00      | \$15,000.00             |              |             |                |
| <b>MONTHLY TOTAL</b>  | \$100,707.53    |                         |              |             |                |
| YEARLY  | \$1,208,490.38  |                         |              |             |                |
| <b>Cost-sharing with Circuit (\$28.98/hr)</b>   | -\$161,395.80   | <b>First-term Total</b> |              |             |                |
| <b>Yearly Total</b>   | \$1,047,094.58  | \$3,141,283.73          |              |             |                |
| <b>Average Hourly Cost</b>  | \$50.23         |                         |              |             |                |
| Circuit ALL-INCLUSIVE Hourly Cost (includes Project Manager salary, EV shuttles for Seabreeze, 4 additional drivers for Downtown & Las Olas Link, maintenance and cleaning support) | \$28.98         |                         |              |             |                |
| Cashier's Check REQUIRED  | \$157,064.19    |                         |              |             |                |
| <b>USING REVENUE HOURS FOR PREMIER ABOVE</b>  |                 |                         |              |             |                |
| Revenue Hours (5 routes)  |                 | 20846                   |              |             |                |
|   | Regular Rev Hrs | Proportion of total     | Adjusted Hrs | Cost/Rev Hr |                |
| Courthouse  | 4160            | 0.1946235251            | 4057.122005  | \$28.98     | \$117,575.40   |
| Las Olas  | 2028            | 0.0948789685            | 1977.846977  | \$28.98     | \$57,318.01    |
| Beach   | 7098            | 0.3320763897            | 6922.46442   | \$58.86     | \$407,455.48   |
| Neighborhood  | 1344.2          | 0.06288772655           | 1310.957548  | \$58.86     | \$77,162.82    |
| NW  | 6744.4          | 0.3155333901            | 6577.60905   | \$58.86     | \$387,157.33   |
| <b>TOTAL Annual</b>   | 21374.6         |                         |              |             |                |
|   |                 |                         |              | Annual      | \$1,046,669.03 |
|   |                 |                         |              | Total 3 Yr  | \$3,140,007.   |

|                              |                        |             |             |             |              |
|------------------------------|------------------------|-------------|-------------|-------------|--------------|
|                              |                        |             |             |             | 10           |
|                              |                        |             |             | Cost/Rev Hr | \$50.21      |
|                              |                        |             |             |             |              |
| Revenue Hours<br>(SeaBreeze) |                        |             | 2808        | 28.98       | 81375.84     |
|                              |                        |             | 54          |             |              |
|                              |                        |             |             | Annual      | 81375.84     |
|                              |                        |             |             | Total 3 Yr  | 244127.52    |
|                              |                        |             |             | Cost/Rev Hr | 28.98        |
|                              |                        |             |             |             |              |
|                              |                        |             |             |             |              |
|                              | Proportion of<br>Hours | Hours       | Hourly Rate |             |              |
| Premier                      | 0.7104975064           | 14811.03102 | 58.86       |             | \$256,269.24 |
| Circuit                      | 0.2895024936           | 6034.968982 | 28.98       |             | \$768,807.72 |

# References

Bus.com

## Reference: McGill University

|                                    |   |
|------------------------------------|---|
| <b>Company name</b>                | McGill University   |
| <b>Industry</b>                    | University  |
| <b>Address</b>                     | 845 Sherbrooke St W,<br>Montreal, Quebec H3A 0G4            |
| <b>Contact name</b>                | Marc Latif  |
| <b>Title</b>                       | Event Organizer   |
| <b>Telephone number</b>            | 514.638.5798  |
| <b>Email Address</b>               | marc.j.latif@gmail.com                                      |
| <b>Website</b>                     | <a href="https://www.mcgill.ca/">https://www.mcgill.ca/</a> |
| <b>Current or previous client?</b> | Previous & Current  |



|                             |  |
|-----------------------------|--|
| <b>Scope of involvement</b> | Bus.com has been working with various entities within the Students' Society of McGill (SSMU) for the last 5 years. SSMU runs over 200 programs and clubs at the University. One of the larger events run is the annual FROSH event in September. 57 school buses transport thousands of students to their event location and back in a safe manner. Eight of McGill's program event coordinators need to come to a consensus on the bus operator they work with. Avoiding back and forth and creating ease of communication is thus key. |
| <b>Delivery Timelines</b>   | The timelines with McGill University vary depending on their needs. For FROSH, we generally begin working on it one month prior to the event date.   |
| <b>Service Issues</b>       | In the context of FROSH, there were a few school bus delays. Bus.com contacted the supplier and was able to locate the buses, direct the driver to the correct address and communicate the issues with the client. No bus arrived more than 15 minutes late.   |
| <b>Contract Value</b>       | Total Value of Contracts \$205,408   |



# Reference: University of Toronto Scarborough



UNIVERSITY OF  
**TORONTO**  
SCARBOROUGH

|                                    |   |
|------------------------------------|---|
| <b>Company name</b>                | University of Toronto Scarborough   |
| <b>Industry</b>                    | University  |
| <b>Address</b>                     | 1265 Military Trail, Scarborough, ON M1C 1A4  |
| <b>Contact name</b>                | Frank Villiva   |
| <b>Title</b>                       | Manager, Conference and Events  |
| <b>Telephone number</b>            | 416-208-2989  |
| <b>Email Address</b>               | fvilliva@utsc.utoronto.ca   |
| <b>Website</b>                     | <a href="https://www.utsc.utoronto.ca/home/">https://www.utsc.utoronto.ca/home/</a> |
| <b>Current or previous client?</b> | Current & previous  |



|                             |   |
|-----------------------------|---|
| <b>Scope of involvement</b> | Bus.com has worked with various entities within the University of Toronto for the last 3 years. The administration, student groups and clubs as well as camps enjoy Bus.com streamlined booking process and simple logistics when handling requests. In the contest of Camp U o T, we run various day trips over the course of 2 months using school buses. |
| <b>Delivery Timelines</b>   | The timelines with University of Toronto vary. Depending on the event, we can be given months warning to only one day warning. Due to the number of partner operators we work with, we are flexible with the timeline and can always find a solution.   |
| <b>Service Issues</b>       | Service issues vary as well: bus breakdowns, delays due to traffic, last minute additional bus requests, last minute itinerary changes. Bus.com has a streamlined communication process with the client and the supplier to avoid any errors during the trip.   |

## Reference: Goodfood

|                                    |   |
|------------------------------------|---|
| <b>Company name</b>                | Goodfood Market Corp.   |
| <b>Industry</b>                    | Agri-food processing  |
| <b>Address</b>                     | 4600 Rue Hickmore Montreal, QC, H4T 1K2, Canada                                       |
| <b>Contact name</b>                | Catherine Pilkington  |
| <b>Title</b>                       | Executive Assistant   |
| <b>Telephone number</b>            | 438-925-0840  |
| <b>Email Address</b>               | Catherine.pilkington@makefoodgood.ca  |
| <b>Website</b>                     | <a href="https://www.makegoodfood.ca/en/home">https://www.makegoodfood.ca/en/home</a> |
| <b>Current or previous client?</b> | Current & previous  |



|                             |  |
|-----------------------------|--|
| <b>Scope of involvement</b> | Bus.com was required to provide a scheduled shuttle service for Goodfood Market Corp. in Montreal during the Covid-19 pandemic. Bus.com was required to provide recommendations to the client including bus type options, itineraries, and sanitary measures in order to design a safe and cost-effective service for warehouse employees. The final service included 1 school bus and ran from March 28 to June 15 2020, 4 days per week. It included 3 services daily (6-9am, 1-4pm, 9pm-12am) and transported employees to and from the Du Collège metro station to Goodfood’s warehouse. A professional cleanup of the bus was done every day after each day of service. Since the beginning of our service with Goodfood, there has been a perfect record in terms of no employee contracting Covid-19. |
| <b>Delivery Timelines</b>   | Goodfood Market Corp. contacted Bus.com on March 27th 2020 at 9pm, to start running the service on the next day at 9pm. Bus.com was able to procure buses and devise the service overnight.  |
| <b>Service Issues</b>       | On April 4th 2020, one day after the Quebec’s government recommended the population to denounce any illegal gathering, the shuttle was stopped by the police. Upon investigation, the police saw that the service was perfectly legal, included all the relevant paperwork from the employer and followed all sanitary measures recommendations, including: quarter-capacity seating, driver social distancing measures (getting off the bus when employees were onboarding and offboarding), and proper cleaning measures.  |
| <b>Contract Value</b>       | Total Value of Contracts \$52,460  |

## Circuit: Current Experience - *Confidential*

Circuit has operated on-demand transportation services since 2011 and in partnership with municipalities since 2013. We have both national and local experience and are registered in Broward County. Circuit has operated on-demand shuttle services in Fort Lauderdale since 2011.

Below is a list of relevant current projects and contracts.

| Circuit Transit References  |   |  |
|---|---|--|
| Client & Address  | Contact   | Description of Program   |
| City of Hollywood<br>2600 Hollywood Blvd.,<br>Rm 303<br>Hollywood, FL<br>33020-4807                                 | Paul Bassar, Procurement<br>& Contract Compliance<br>Director<br>954-921-3628<br><a href="mailto:PBASSAR@hollywoodfl.org">PBASSAR@hollywoodfl.org</a> | Hollywood Sun Shuttle<br><br>In 2018, Circuit was selected for this project through competitive RFP and began operating in May 2019. The coverage area includes Downtown Hollywood and Hollywood Beach and consistently experiences high demand. This program began as a self-branded service and has recently opened for third party advertising.<br><br>Term: May 2019 - present                           |
| City of San Diego<br>Economic<br>Development<br>Department<br>1200 Third Ave., 14th<br>Floor<br>San Diego, CA 92101 | Ben Verdugo<br>Community Parking<br>District Manager<br>619-533-7119<br><a href="mailto:BVerdugo@sandiego.gov">BVerdugo@sandiego.gov</a>              | Free Ride Everywhere Downtown<br>(FRED)<br><br>In 2016, Circuit won a contract with Civic San Diego to launch the FRED San Diego circulator program. Ridership has grown steadily, and the service remains a huge success. In 2017, Civic approved the continuation of the program for its 5 year contract, which moved under the jurisdiction of the City of San Diego in 2019.<br><br>Term: 2016 - present |
| City of New Rochelle<br>515 North Avenue<br>New Rochelle, NY<br>10801   | Kevin Kain<br>Director of Planning &<br>Sustainability<br>941-654-2191<br><a href="mailto:kkain@newrochelleny.com">kkain@newrochelleny.com</a>        | Circuit NR Electric Shuttle Services<br><br>Circuit began a pilot program with the City of New Rochelle. Circuit recently won a competitive RFP to extend this program. The service is specifically designed to promote the downtown area, connect to local  |

|   |   |  |
|---|---|--|
|   |   | transit hubs, and align with the New Rochelle Metro North train schedule.<br>Term: August 2019 - present   |
| The Gardens Mall<br>3101 PGA Blvd<br>Palm Beach Gardens,<br>FL 33410                            | Whitney Pettis Jester<br>Director, Marketing &<br>Merchant Relations<br>561-622-2215<br><a href="mailto:wjester@thegardensmall.com">wjester@thegardensmall.com</a>                        | Gardens Mall Shuttle<br><br>Dedicated shuttles serving patrons of The Gardens Mall to ease parking demands and bring guests to and from the center from the surrounding neighborhoods and hotels.<br><br>Term: 2018 - present  |
| Palm Beach County Convention Center<br>650 Okeechobee Blvd<br>West Palm Beach, FL 33401         | Ashley Medeiros<br>Senior Manager,<br>Destination Services at Discover The Palm Beaches<br>561-233-3056<br><a href="mailto:amedeiros@thepalmbeaches.com">amedeiros@thepalmbeaches.com</a> | Convention Marketing & Shuttle Services<br><br>Circuit has worked with Discover the Palm Beaches on marketing and convention event services since 2015. In 2018, Circuit was nominated Vendor of the Year for its services. Ashley Medeiros of Palm Beach County Convention Center said: <i>“(Circuit) is a wonderful option for transportation and the entire team truly cares about creating unique experiences for passengers.”</i><br><br>Term: 2015 - present |
| Santa Monica Travel & Tourism<br>2427 Main Street<br>Santa Monica, CA 90405                     | Misti Kerns<br>CEO<br>310-319-6263<br><a href="mailto:mkerns@santamonica.com">mkerns@santamonica.com</a>  | Santa Monica Hotel & Community Electric Shuttle Service<br><br>Circuit's service here focuses on serving partner hotels to reduce the need for personal vehicles, improve circulation and cut demand for parking. This contract has been extended 3 times due to its success.<br><br>Term: 2013 - present  |
| Marina del Rey Convention and Visitors Bureau<br>4701 Admiralty Way<br>Marina del Rey, CA 90292 | Kat Jacobs<br>Marketing Communications Professional<br>310-306-9900 x101<br><a href="mailto:kjacob@visitmarinadelrey.com">kjacob@visitmarinadelrey.com</a>                                | Marina Del Rey / Venice Beach Hotel & Community Shuttle<br><br>Since Dec 2015, Circuit has operated a year-round shuttle service connecting the marina, nearby Venice Beach, and business district for visitors, residents, and employees, with peak service for summer.<br><br>Term: Dec 2015 - present   |

|  |   |   |
|--|---|---|
| Los Angeles County,<br>Department of<br>Beaches & Harbors<br>13837 Fiji Way<br>Marina del Rey, CA<br>90292 | Carol Baker<br>Community & Marketing<br>Services Division Chief<br>424-526-7871<br><a href="mailto:cbaker@bh.lacounty.gov">cbaker@bh.lacounty.gov</a> | Marina Del Rey / Venice Beach Hotel<br>& Community Shuttle<br>This department has supported our<br>Marina del Rey / Venice Beach<br>year-round on-demand shuttle<br>service for its work in improving<br>coastal and marina access.<br>Term: Dec 2015 - present |
|--|---|---|

## Subcontractors

Bus.com lists Premier Coach Inc. and Circuit Transit Inc. as its subcontractors for the proposal and the contract if awarded.

## Required Forms

|  | Bus.com   | Premier Coach | Circuit |
|--|---|---------------|---------|
| Cost Proposal Pages  | Cost Proposal Page Scenario A, B, C, and D                  |               |         |
| Sample Insurance Certificate                                 | ✓   | ✓             | ✓       |
| System for Awards Management (SAM)                           | ✓   | N/A           | N/A     |
| Active Status Page from Division of Corporations- Sunbiz.org | Sunbiz.org application submitted Nov 17, 2020 (in appendix) | ✓             | ✓       |
| W-9 for Proposing Firm                                       | W-BEN-E Form attached (in appendix)                         | N/A           | N/A     |

# Appendix

## Financial Statements

Financial Statements of Bus.com have been separately submitted online to the City of Fort Lauderdale.

# Sample Insurance Certificate

Bus.com

## Certificate of Insurance

### Mekhael Insurance & Financial Services Inc.

Suite 715 - 999 de Maisonneuve West, Montreal, Quebec Canada H3A 3L4

Telephone: (514) 360-8800 Facsimile: (514) 360-8811

**Certificate Holder:** RFP

**Name of Insured:** 9139249 Canada Inc. (Bus.com)  
4200 St-Laurent Blvd #610  
Montreal, QC H2W 2R2

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the policy. This certificate does not amend, extend or alter the coverage afforded by the policies listed herein.

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/expenses.

| Schedule of Insurance        |  |   |   |
|------------------------------|--|---|---|
| Type of Insurance            | Insuring Company and Policy Number                       | Policy Dates                                      | Limit of Liability/Amount   |
| COMMERCIAL GENERAL LIABILITY | Various Lloyd's Underwriters<br>Policy No. PSI0519218703 | Effective: June 22, 2020<br>Expiry: June 22, 2021 | Inclusive Bodily Injury and Property Damage   |
|                              |  |   | \$5,000,000.00 Per Occurrence   |
| UMBRELLA                     | Policy No. UMB552502                                     | Effective: June 13, 2020<br>Expiry: June 13, 2021 | \$5,000,000.00 Product and Completed Operations   |
|                              |  |   | \$ 250,000.00 Third Party Liability   |
|                              |  |   | \$5,000,000.00 Tenants Legal Liability  |
|                              |  |   | \$5,000,000.00 General Aggregate  |
|                              |  |   | Including:<br>Employer's Liability<br>Non-Owned Automobile Liability<br>Legal Liability for Damage to Hired Automobiles |
|                              |  |   | Subject to:<br>Policy terms, conditions, exclusions and deductibles   |

### Term and Conditions

This certificate is issued for convenience only. All of the terms and Conditions of the Policies referred to are contained in the original document which are not modified or amended by this Certificate. With respect to Liability Insurance Coverages, where an Aggregate limit applies, the Certificate Holder is advised that the limit shown may apply to products/completed operations or projects other than shown on this certificate and the limit may be reduced by Claims/Expenses Paid.

These statements have been made in good faith and are a summary of the insurance cover in force (which is subject to the full terms and conditions of the policy). We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or for any loss, damage or expense thereby occasioned to any recipient of this certificate.

Mekhael Insurance & Financial Services Inc.

Date: 05 August 2020

Per:   
Anne Mary Mekhael, CRM  
Damage Insurance Broker







# System for Awards Management (SAM)

### Page Description

You can quickly check an entity's registration status in SAM by entering a DUNS Number or CAGE Code. The SAM Status Tracker will show you the current status of that entity's most recent record, as well as tell you what steps are left to complete based on why they are registering.

The SAM Status Tracker only returns the registration status for publicly-searchable registration records. If you are a Federal government user, select Search Records in the main navigation menu to view registrations or data that are not publicly available. Results are based on your account type and data access level.

### Use the SAM Status Tracker Now

Check registration status by typing in a DUNS Number.  
DUNS Number  Plus 4 (Optional)

Or, check registration status by typing in a CAGE Code.  
CAGE Code

Bus.Com

## Status: Active

Your registration was activated on Sep 30, 2020. It expires on Sep 29, 2021 which is one year after you submitted it for processing.

|   |   |   |   |  |   |   |
|---|---|---|---|--|---|---|
|  |  |  |  |  |  |  |
| <b>Core Data</b>  | <b>Assertions</b>   | <b>Reps &amp; Certs</b>   | <b>POCs</b>   | <b>Submit</b>  | <b>Processing</b>   | <b>Active</b>   |
| Completed   | Completed   | Completed   | Completed   | Completed  | Completed   | Completed   |

# Active Status Page from Division of Corporations- Sunbiz.org

## Bus.com

Bus.com has submitted an application for Sunbiz.org as of November 17, 2020. Below is a proof of application by the way of payment. We expect the registration to be completed prior to the award date.



# Premier Coach

11/12/2020

Detail by Entity Name

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
PREMIER COACH INC.

### Filing Information

|                             |                       |
|-----------------------------|-----------------------|
| <b>Document Number</b>      | P17000014531          |
| <b>FEI/EIN Number</b>       | 81-5410527            |
| <b>Date Filed</b>           | 01/27/2017            |
| <b>Effective Date</b>       | 09/16/2015            |
| <b>State</b>                | FL                    |
| <b>Status</b>               | ACTIVE                |
| <b>Last Event</b>           | NAME CHANGE AMENDMENT |
| <b>Event Date Filed</b>     | 01/19/2018            |
| <b>Event Effective Date</b> | NONE                  |

### Principal Address

6793 NARCOOSSEE ROAD  
SUITE 331  
ORLANDO, FL 32822

Changed: 03/08/2018

### Mailing Address

6793 Narcoossee Rd  
Suite 331  
ORLANDO, FL 32822

Changed: 02/01/2019

### Registered Agent Name & Address

Martin, Timothy, PA  
3813 West El Prado Blvd  
Tampa, FL 33629

Name Changed: 02/01/2019

Address Changed: 02/01/2019

### Officer/Director Detail

#### **Name & Address**

Title Secretary

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=PREMIERCOAC... 1/2

11/12/2020

Detail by Entity Name

Patel, Trilok  
6793 NARCOOSSEE ROAD  
SUITE 331  
ORLANDO, FL 32822

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2018        | 01/23/2018 |
| 2019        | 02/01/2019 |
| 2020        | 02/14/2020 |

**Document Images**


|   |                          |
|---|--------------------------|
| <a href="#">02/14/2020 -- ANNUAL REPORT</a>   | View image in PDF format |
| <a href="#">02/01/2019 -- ANNUAL REPORT</a>   | View image in PDF format |
| <a href="#">01/23/2018 -- ANNUAL REPORT</a>   | View image in PDF format |
| <a href="#">01/19/2018 -- Name Change</a>     | View image in PDF format |
| <a href="#">01/27/2017 -- Domestic Profit</a> | View image in PDF format |

Florida Department of State, Division of Corporations

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=PREMIERCOAC... 2/2

Circuit Transit Inc.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



**DIVISION of CORPORATIONS**  
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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[Events](#)   [Name History](#)

**Detail by Entity Name**

Florida Profit Corporation  
CIRCUIT TRANSIT INC.

**Filing Information**

|                      |                       |
|----------------------|-----------------------|
| Document Number      | P18000018752          |
| FEI/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**

777 S FLAGLER DR STE 800 WEST TOWER  
WEST PALM BEACH, FL 33401

**Mailing Address**

777 S FLAGLER DR STE 800 WEST TOWER  
WEST PALM BEACH, FL 33401

**Registered Agent Name & Address**

MIRRAS, MICHAEL  
5318 SW 22ND PLACE  
CAPE CORAL, FL 33914

**Officer/Director Detail**

**Name & Address**

Title DPST

ESPOSITO, ALEXANDER  
32 TIMBER TRAIL  
AMAGANSETT, NY 11930

Title DPST

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  
777 S FLAGLER DR STE 800 WEST TOWER  
WEST PALM BEACH, FL 33401

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2019        | 04/30/2019 |
| 2020        | 07/20/2020 |

**Document Images**

|   |   |
|---|---|
| <a href="#">07/20/2020 -- ANNUAL REPORT</a>   | <input type="button" value="View image in PDF format"/> |
| <a href="#">05/17/2019 -- Name Change</a>     | <input type="button" value="View image in PDF format"/> |
| <a href="#">04/30/2019 -- ANNUAL REPORT</a>   | <input type="button" value="View image in PDF format"/> |
| <a href="#">02/27/2018 -- Domestic Profit</a> | <input type="button" value="View image in PDF format"/> |

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[Events](#)   [Name History](#)

Florida Department of State, Division of Corporations

# W-9 for Proposing Firm

|  |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
|--|---|---|---|---|--------------------------------------|---------------------------------------|--|--|---------------------------------|---|-------------------------------------|--|--|---|
| Form <b>W-8BEN-E</b><br>(Rev. July 2017)<br>Department of the Treasury<br>Internal Revenue Service   | <b>Certificate of Status of Beneficial Owner for<br/>                 United States Tax Withholding and Reporting (Entities)</b><br>▶ For use by entities. Individuals must use Form W-8BEN. ▶ Section references are to the Internal Revenue Code.<br>▶ Go to <a href="http://www.irs.gov/FormW8BENE">www.irs.gov/FormW8BENE</a> for instructions and the latest information.<br>▶ Give this form to the withholding agent or payer. Do not send to the IRS.   | OMB No. 1545-1621   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>Do NOT use this form for:</b> <ul style="list-style-type: none"> <li>• U.S. entity or U.S. citizen or resident . . . . . W-9</li> <li>• A foreign individual . . . . . W-8BEN (Individual) or Form B233</li> <li>• A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) . . . . . W-8ECI</li> <li>• A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . . . W-8IMY</li> <li>• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP</li> <li>• Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) . . . . . W-8IMY</li> </ul>  |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>Instead use Form:</b>   |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>Part I Identification of Beneficial Owner</b>   |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>1</b> Name of organization that is the beneficial owner<br>9139249 Canada Inc.  |   | <b>2</b> Country of incorporation or organization<br>Canada |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>3</b> Name of disregarded entity receiving the payment (if applicable, see instructions)  |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>4</b> Chapter 3 Status (entity type) (Must check one box only): <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Partnership</td> </tr> <tr> <td><input type="checkbox"/> Simple trust</td> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Complex trust</td> </tr> <tr> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> International organization</td> <td><input type="checkbox"/> Government</td> </tr> <tr> <td><input type="checkbox"/> Central Bank of Issue</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Private foundation</td> </tr> </table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>  |   |   | <input type="checkbox"/> Corporation  | <input type="checkbox"/> Disregarded entity   | <input type="checkbox"/> Partnership | <input type="checkbox"/> Simple trust | <input type="checkbox"/> Grantor trust | <input type="checkbox"/> Complex trust | <input type="checkbox"/> Estate | <input type="checkbox"/> International organization | <input type="checkbox"/> Government | <input type="checkbox"/> Central Bank of Issue | <input type="checkbox"/> Tax-exempt organization | <input type="checkbox"/> Private foundation |
| <input type="checkbox"/> Corporation   | <input type="checkbox"/> Disregarded entity   | <input type="checkbox"/> Partnership                        |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <input type="checkbox"/> Simple trust  | <input type="checkbox"/> Grantor trust  | <input type="checkbox"/> Complex trust                      |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <input type="checkbox"/> Estate  | <input type="checkbox"/> International organization   | <input type="checkbox"/> Government                         |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <input type="checkbox"/> Central Bank of Issue   | <input type="checkbox"/> Tax-exempt organization  | <input type="checkbox"/> Private foundation                 |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>5</b> Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.) <table style="width:100%; border: none;"> <tr> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).<br/><br/> <input type="checkbox"/> Participating FFI.<br/> <input type="checkbox"/> Reporting Model 1 FFI.<br/> <input type="checkbox"/> Reporting Model 2 FFI.<br/> <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.<br/><br/> <input type="checkbox"/> Sponsored FFI. Complete Part IV.<br/> <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.<br/> <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.<br/> <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.<br/> <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.<br/> <input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.<br/> <input type="checkbox"/> Owner-documented FFI. Complete Part X.<br/> <input type="checkbox"/> Restricted distributor. Complete Part XI.                 </td> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.<br/> <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.<br/><br/> <input type="checkbox"/> International organization. Complete Part XIV.<br/> <input type="checkbox"/> Exempt retirement plans. Complete Part XV.<br/> <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.<br/> <input type="checkbox"/> Territory financial institution. Complete Part XVII.<br/> <input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.<br/> <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.<br/> <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.<br/><br/> <input type="checkbox"/> 501(c) organization. Complete Part XXI.<br/> <input type="checkbox"/> Nonprofit organization. Complete Part XXII.<br/> <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.<br/> <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.<br/> <input type="checkbox"/> Active NFFE. Complete Part XXV.<br/> <input type="checkbox"/> Passive NFFE. Complete Part XXVI.<br/> <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.<br/> <input type="checkbox"/> Direct reporting NFFE.<br/> <input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.<br/> <input type="checkbox"/> Account that is not a financial account.                 </td> </tr> </table> |   |   | <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).<br><br><input type="checkbox"/> Participating FFI.<br><input type="checkbox"/> Reporting Model 1 FFI.<br><input type="checkbox"/> Reporting Model 2 FFI.<br><input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.<br><br><input type="checkbox"/> Sponsored FFI. Complete Part IV.<br><input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.<br><input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.<br><input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.<br><input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.<br><input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.<br><input type="checkbox"/> Owner-documented FFI. Complete Part X.<br><input type="checkbox"/> Restricted distributor. Complete Part XI. | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.<br><input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.<br><br><input type="checkbox"/> International organization. Complete Part XIV.<br><input type="checkbox"/> Exempt retirement plans. Complete Part XV.<br><input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.<br><input type="checkbox"/> Territory financial institution. Complete Part XVII.<br><input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.<br><input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.<br><input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.<br><br><input type="checkbox"/> 501(c) organization. Complete Part XXI.<br><input type="checkbox"/> Nonprofit organization. Complete Part XXII.<br><input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.<br><input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.<br><input type="checkbox"/> Active NFFE. Complete Part XXV.<br><input type="checkbox"/> Passive NFFE. Complete Part XXVI.<br><input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.<br><input type="checkbox"/> Direct reporting NFFE.<br><input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.<br><input type="checkbox"/> Account that is not a financial account. |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).<br><br><input type="checkbox"/> Participating FFI.<br><input type="checkbox"/> Reporting Model 1 FFI.<br><input type="checkbox"/> Reporting Model 2 FFI.<br><input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.<br><br><input type="checkbox"/> Sponsored FFI. Complete Part IV.<br><input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.<br><input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.<br><input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.<br><input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.<br><input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.<br><input type="checkbox"/> Owner-documented FFI. Complete Part X.<br><input type="checkbox"/> Restricted distributor. Complete Part XI.  | <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.<br><input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.<br><br><input type="checkbox"/> International organization. Complete Part XIV.<br><input type="checkbox"/> Exempt retirement plans. Complete Part XV.<br><input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.<br><input type="checkbox"/> Territory financial institution. Complete Part XVII.<br><input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.<br><input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.<br><input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.<br><br><input type="checkbox"/> 501(c) organization. Complete Part XXI.<br><input type="checkbox"/> Nonprofit organization. Complete Part XXII.<br><input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.<br><input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.<br><input type="checkbox"/> Active NFFE. Complete Part XXV.<br><input type="checkbox"/> Passive NFFE. Complete Part XXVI.<br><input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.<br><input type="checkbox"/> Direct reporting NFFE.<br><input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.<br><input type="checkbox"/> Account that is not a financial account. |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>6</b> Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).<br>610-4200 St.Laurent<br>City or town, state or province. Include postal code where appropriate.   |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
|  |   | Country<br>Canada   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>7</b> Mailing address (if different from above)<br><br>City or town, state or province. Include postal code where appropriate.  |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
|  |   | Country   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>8</b> U.S. taxpayer identification number (TIN), if required<br>98-1325773  | <b>9a</b> GIIN  | <b>b</b> Foreign TIN  |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>10</b> Reference number(s) (see instructions)   |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| <b>Note:</b> Please complete remainder of the form including signing the form in Part XXX.   |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| For Paperwork Reduction Act Notice, see separate instructions.   |   |   |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |
| Cat. No. 59689N  |   | Form <b>W-8BEN-E</b> (Rev. 7-2017)                          |   |   |                                      |                                       |  |  |                                 |   |                                     |  |  |   |

**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

- 11 Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment
  - Branch treated as nonparticipating FFI.  Reporting Model 1 FFI.  U.S. Branch.
  - Participating FFI.  Reporting Model 2 FFI.
- 12 Address of disregarded entity or branch (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any)

**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)

- 14 I certify that (check all that apply):
  - a  The beneficial owner is a resident of Canada within the meaning of the income tax treaty between the United States and that country.
  - b  The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):
    - Government
    - Tax exempt pension trust or pension fund
    - Other tax exempt organization
    - Publicly traded corporation
    - Subsidiary of a publicly traded corporation
    - Company that meets the ownership and base erosion test
    - Company that meets the derivative benefits test
    - Company with an item of income that meets active trade or business test
    - Favorable discretionary determination by the U.S. competent authority received
    - Other (specify Article and paragraph): \_\_\_\_\_
  - c  The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).
- 15 **Special rates and conditions** (if applicable—see instructions):  
 The beneficial owner is claiming the provisions of Article and paragraph VII(1) of the treaty identified on line 14a above to claim a 0 % rate of withholding on (specify type of income): Business Income  
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: No permanent establishment in the United States

**Part IV Sponsored FFI**

- 16 Name of sponsoring entity: \_\_\_\_\_
- 17 **Check whichever box applies.**
  - I certify that the entity identified in Part I:
    - Is an investment entity;
    - Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; and
    - Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.
  - I certify that the entity identified in Part I:
    - Is a controlled foreign corporation as defined in section 957(a);
    - Is not a QI, WP, or WT;
    - Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; and
    - Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.



**Part V Certified Deemed-Compliant Nonregistering Local Bank**18  I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

**Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19  I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

**Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

20 Name of sponsoring entity: \_\_\_\_\_

21  I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

**Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22  I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

**Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23  I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

**Part X Owner-Documented FFI**

**Note:** This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a  (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

**Part X Owner-Documented FFI (continued)**

Check box 24b or 24c, whichever applies.

- b  I certify that the FFI identified in Part I:
  - Has provided, or will provide, an FFI owner reporting statement that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
  - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c  I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d  I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

**Part XI Restricted Distributor**

- 25a  (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
  - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
  - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
  - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
  - Does not solicit customers outside its country of incorporation or organization;
  - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
  - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
  - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b  Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c  Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Part XII Nonreporting IGA FFI**

- 26  I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and \_\_\_\_\_ . The applicable IGA is a  Model 1 IGA or a  Model 2 IGA; and is treated as a \_\_\_\_\_ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
  - If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor \_\_\_\_\_ . The trustee is:  U.S.  Foreign

**Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue**

- 27  I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XIV International Organization**

Check box 28a or 28b, whichever applies.

- 28a  I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b  I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
  - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
  - The benefit of the entity's income does not inure to any private person; **and**
  - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XV Exempt Retirement Plans**

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a  I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
  - Is operated principally to administer or provide pension or retirement benefits; **and**
  - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b  I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - No single beneficiary has a right to more than 5% of the FFI's assets;
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
    - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
    - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
    - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
    - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c  I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
  - Has fewer than 50 participants;
  - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
  - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
  - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
  - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

**Part XV Exempt Retirement Plans (continued)**

- d  I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e  I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f  I certify that the entity identified in Part I:
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); or
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XVI Entity Wholly Owned by Exempt Beneficial Owners**

- 30  I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
  - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
  - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
  - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; and
  - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

**Part XVII Territory Financial Institution**

- 31  I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

**Part XVIII Excepted Nonfinancial Group Entity**

- 32  I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XIX Excepted Nonfinancial Start-Up Company**

- 33  I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) \_\_\_\_\_ (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
  - Is investing capital into assets with the intent to operate a business other than that of a financial institution; and
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

- 34  I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on \_\_\_\_\_;
  - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; and
  - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

**Part XXI 501(c) Organization**

- 35  I certify that the entity identified in Part I is a 501(c) organization that:
- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated \_\_\_\_\_; **or**
  - Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

**Part XXII Nonprofit Organization**

- 36  I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.
- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
  - The entity is exempt from income tax in its country of residence;
  - The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
  - Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
  - The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

**Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

Check box 37a or 37b, whichever applies.

- 37a  I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
  - The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_ (name one securities exchange upon which the stock is regularly traded).
- b  I certify that:
- The entity identified in Part I is a foreign corporation that is not a financial institution;
  - The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
  - The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_; **and**
  - The name of the securities market on which the stock is regularly traded is \_\_\_\_\_.

**Part XXIV Excepted Territory NFFE**

- 38  I certify that:
- The entity identified in Part I is an entity that is organized in a possession of the United States;
  - The entity identified in Part I:
    - (i) Does not accept deposits in the ordinary course of a banking or similar business;
    - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
    - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
  - All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

**Part XXV Active NFFE**

- 39  I certify that:
- The entity identified in Part I is a foreign entity that is not a financial institution;
  - Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
  - Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

**Part XXVI Passive NFFE**

- 40a  I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

- b  I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c  I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.



**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. 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 MBE / SBE / WBE (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>                        |
|--------------------------------|---|--------------------------------|---|--------------------------------|---|
| <input type="text" value="1"/> | <input type="text" value="Oct 16, 2020"/> | <input type="text" value="3"/> | <input type="text" value="Nov 5, 2020"/>  | <input type="text" value="5"/> | <input type="text" value="Nov 10, 2020"/> |
| <input type="text" value="2"/> | <input type="text" value="Oct 22, 2020"/> | <input type="text" value="4"/> | <input type="text" value="Nov 10, 2020"/> | <input type="text" value="6"/> | <input type="text" value="Nov 13, 2020"/> |

**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. **If submitting your response electronically through BIDSUNC you must also click the "Take Exception" button.**

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)

Date

Signature

Title

**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 to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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 (2019), as may be amended or revised. As to any contract for goods or services of any amount and as 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 (2019), 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

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**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.

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- 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\\_laureldale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_laureldale/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.

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**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 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.

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- 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.**

**Justin Park**  
Authorized Signature

**Business Development Manager**  
Title

**Justin Park**  
Name (Printed)

**11/18/2020**  
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. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
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.

**Justin Park**  
Authorized Signature

**Justin Park, Business Development Manager**  
Print Name and Title

**11/18/2020**  
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 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.

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

**Bus.com**

Company Name

**Justin Park**

Name (Printed)

**11/18/2020**

Date

**Justin Park**

Signature

**Business Development Manager**

Title

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: **12439-815**

Project Description: **Operations and Maintenance of Community Transit Service**

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: **Bus.com**

Authorized Company Person's Signature: **Justin Park**

Authorized Company Person's Title: **Business Development Manager**

Date: **11/18/2020**

9/15/2020

# EXHIBIT I

Certification and Restriction on Lobbying

CERTIFICATION AND RESTRICTION ON LOBBYING

I, Justin Park, Business Development Manager, hereby certify  
(Name and title of official)

On behalf of 9139249 Canada Inc. (dba Bus.com) that:  
(Name of Bidder/Company Name)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name 9139249 Canada Inc. (dba Bus.com)

Type or print name Justin Park

Signature of authorized representative Justin Park Digitally signed by Justin Park  
Date: 2020.11.20 11:18:36 -05'00' Date 11/20/20

Signature of notary and SEAL



**Me Dinh Huu Anh Vu**  
Notaire et conseiller juridique  
7374 rue St-Hubert  
Montréal, Québec  
H2R 2N3

# EXHIBIT J

Government -wide debarment and suspension (nonprocurement)

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - (1) Debarred,
  - (2) Suspended,
  - (3) Proposed for debarment,
  - (4) Declared ineligible,
  - (5) Voluntarily excluded, or
  - (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - (2) Violation of any Federal or State antitrust statute, or
  - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – .d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - (1) Equals or exceeds \$25,000,
  - (2) Is for audit services, or
  - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor \_\_\_\_\_

Signature of Authorized Official Justin Park Date \_\_\_/\_\_\_/\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

# EXHIBIT K

FTA Third Party Contracting Guidance Requests for Proposals



**Federal Transit Administration  
Third Party Contracting Guidance  
Request for Proposals**

CITY receives operating and capital funding through the Federal Transit Administration (FTA). As CITY receives FTA funding, CITY will utilize CITY'S Procurement Policy which incorporates Federal Transit Administration's Third Party Contracting Guidance, FTA Circular 4220.1.F., as the basis for CITY transit service contract procurement.

I hereby certify by my signature below that I have read and understand this declaration regarding Federal Transit Administration Third Party Contracting Guidance:

- CITY will utilize FTA's Third Party Contracting Requirements, FTA Circular 4220.1.F., Competitive Proposals (Request for Proposals) procurement guidance;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3. Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 1. When Appropriate, Subsection (1)(c). Price Alone Not Determinative, that “. . . *the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price:*” , that CITY is not bound to award CITY transit service contract to the lowest bidder;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3 Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 2. Procurement Procedures, Subsection f. Best Value, that “*the recipient may award the contract to the Proposer whose proposal provides the greatest value to the recipient*”, that CITY is not bound to award CITY transit service contract to the lowest bidder.

NAME OF PROPOSER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE \_\_\_\_\_ *Justin Park*

AUTHORIZED REPRESENTATIVE TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# EXHIBIT L

Buy America Certification

**Buy America Certification**

**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS AND SUPPLIES, AND ROLLING STOCK ) OVER \$150,000**

**A. STEEL, IRON OR MANUFACTURED PRODUCTS**

If this Contract or purchase order is valued in excess of \$150,000 and involves the **procurement of steel, iron, or manufactured products**, the Bidder or offeror hereby certifies that it:

- Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

**B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT**

If this Contract or purchase order is valued in excess of \$150,000 and involves the **procurement of buses, other rolling stock, and associated equipment**, the Bidder or offeror certifies that it:

- Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j) (2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

\_\_\_\_\_  
(Date)

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



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

\_\_\_\_\_  
Name of Contractor

**Note:** This Buy America certification must be submitted to City with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds.

# EXHIBIT M

Drug and Alcohol Testing Program Compliance Certification

## Drug and Alcohol Testing Program Compliance Certification

**FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.**

The undersigned certifies that Contractor, and its Subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."<sup>1</sup>

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), City, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to County via the City.

To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

\_\_\_\_\_  
(Date)

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

*Justin Park*

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

\_\_\_\_\_  
Name of Contractor

<sup>1</sup>The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

# EXHIBIT N

Bus Testing Compliance Certification

## Bus Testing Compliance Certification

### FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY

The undersigned (Contractor /manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

\_\_\_\_\_  
(Date)

*Justin Park*  
\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Name of Contractor

# EXHIBIT O

Pre-Award and Post-Delivery Audit Requirements Certification



**Pre-Award and Post-Delivery Audit Requirements Certification**

**FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR  
ASSOCIATED EQUIPMENT OVER \$150,000**

Check one:

- The Bidder hereby certifies that it **will comply** with the requirements of 49 USC 5323(j) (2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
  
- The Bidder hereby certifies that it **cannot comply** with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

\_\_\_\_\_  
(Date)

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

*Justin Park*

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

\_\_\_\_\_  
Name of Contractor

Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000.

# EXHIBIT P

Transit Vehicle Manufacturer (TVM) Certification of Compliance with  
Sub Part D, Part 26

**Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26**

**FOR ALL BUSES/ROLLING STOCK PROCUREMENTS**

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

**Transit Vehicle Manufacturer (TVM) CERTIFICATION**

\_\_\_\_\_, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to fiscal year \_\_\_\_\_ and have been approved or not disapproved by the FTA.

(Name of Firm)

(Date of Fiscal Year)

\_\_\_\_\_, hereby certifies that the manufacturer of the transit vehicle

(Name of Firm)

to be supplied \_\_\_\_\_ has complied with the above- referenced

(Name of Manufacturer)

requirements of Section 26.49 of 49 CFR Part 26.

\_\_\_\_\_  
(Authorized Signature)

*Justin Park*

\_\_\_\_\_  
(Date)

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

Company: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_



**ADDENDUM NO. 1**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 10/15/2020

This addendum is being issued to make the following change(s):

1. Extending Last Day for Questions from 10/20/2020 to **11/10/2020**
2. Extending Bid Due Date from 10/28/2020 to **11/18/2020**
3. Sections 1.6, 2.34, and 3.2 A Contract Commencement Date changed to February 15, 2021
4. Section 3.1 Purpose has been updated
5. Section 3.2 F Vehicle Inspection and Maintenance has been updated
6. Section 3.5 A VEHICLES Fleet Performance Reporting has been updated
7. Section 3.5 F (j) VEHICLES Vehicle Operators Notes Section has been updated
8. Section 4.2.13 – 3. FTA Certifications has been updated
9. Exhibit B Service schedules, Routes and Maps has been updated.
10. Exhibit C has been updated:
  - a. Scenarios A, B and C have changed
  - b. Scenario D has also been added
11. Scenario D Cost Proposal Page has been added
12. Section 1.3 Electronic Bid Openings has been updated.

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_ *Justin Park*

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



**ADDENDUM NO. 2**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 10/22/2020

This addendum is being issued to make the following change(s):

1. Section 2.25 Insurance Requirements updated.
  - a. Auto Physical Damage added
  - b. Garage Liability removed
2. Section 4.2.13 Required Forms – #2 Cost Proposal Pages section updated
3. Section 5.2.2 Weighted Criteria – Cost portion updated. Scenarios A-D given weighted percentages for each.

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_  
*Justin Park*

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



**ADDENDUM NO. 3**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 11/5/2020

This addendum is being issued to make the following change(s):

1. Scenario D – Cost Proposal Page - Updated
2. Section 3.19 City's Services (C): Change to "The City shall lease to Contractor eleven (11) wheelchair accessible, passenger vehicles, ..." – Revised uploaded
3. Section 5.1.2 Updated

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_  
*Justin Park*

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



**ADDENDUM NO. 4**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 11/10/2020

This addendum is being issued to make the following change(s):

1. Scenario D – Revised and Uploaded Scenario D - Cost Proposal Page 111020

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
*Senior Procurement Specialist*

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_ *Justin Park*

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



**ADDENDUM NO. 6**

RFP/ ITB No. 12439-815  
TITLE: Operations and Maintenance  
of Community Shuttle Transit Service

ISSUED: 11/13/2020

This addendum is being issued to make the following change(s):

1. Updated 2.23.1 from:

**2.23.1** A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

**Now reads as follows:**

**2.23.1** A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed First Term (Years 1, 2 & 3) amount of the highest offer submitted for either Scenario A, B, C or D. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

All other terms, conditions, and specifications remain unchanged.

*Laurie Platkin*  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_  
*Justin Park*

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



## Laurie Platkin

---

**From:** Justin Park <justin@bus.com>  
**Sent:** Tuesday, December 22, 2020 11:34 AM  
**To:** Laurie Platkin  
**Subject:** Re: [-EXTERNAL-] Re: 12439-815 - Operations and Maintenance of Community Shuttle Transit Service - Additional Questions

Hi Laurie,

Please find our answers below.

- Your pricing assumption includes using EV to replace the Seabreeze trams and supplement/ replace vehicles on the Las Olas and Beach Links. Will Bus.com honor the same pricing proposed if they were to only use the County-leased vehicles in Scenarios A, B and C and the City-owned trams identified in Scenario D of the RFP? *Our proposal pricing was structured on the basis of an EV solution by Circuit as specified in the proposal. Bus.com would not be able to honor the same pricing in a different structure. However, we are willing to be flexible if there is any hesitation from the City. We could start with Circuit shuttles only on the Las Olas route for the first 6 months before also implementing the same service for Downtown.*
- There are a lot of unknown variables in the Bus.com proposal (i.e., facility, fuel vendor, maintenance, etc.). Will you all honor the same pricing proposed if any of these variables turn out to be more expensive than what has been anticipated? *Yes, Bus.com would assume the risk for all the variables, with the exception of variability in fuel costs. Bus.com proposes to fix a fuel rate with the City of Fort Lauderdale (mutually agreed with the City of Fort Lauderdale), and if the cost of fuel exceeds this rate, a fuel surcharge will apply.*
- Locating your facility at the 595 Truck Stop could result to considerable deadhead miles in operating the routes. Have you considered this in your pricing proposal? *Yes, all the costs related to the 595 Truck Stop (including deadhead miles) have been factored into the pricing proposal.*
- Will Bus.com honor the same pricing proposed if service hours are reduced due to unforeseen circumstances such as a pandemic, a hurricane, etc.? *If selected, Bus.com proposes to structure a rate table (mutually agreed with the City of Fort Lauderdale) to account for the potential of reduced service hours.*

Best regards,  
Justin

On Mon, Dec 21, 2020 at 2:54 PM Laurie Platkin <[LPlatkin@fortlauderdale.gov](mailto:LPlatkin@fortlauderdale.gov)> wrote:

Thank you

Laurie

Laurie D. Platkin, CPPB | Senior Procurement Specialist

P 954-828-5138 | F 954-828-5576 | [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov)

**INTEGRITY – COMPASSION – ACCOUNTABILITY – RESPECT – EXCELLENCE**

**From:** Justin Park <[justin@bus.com](mailto:justin@bus.com)>  
**Sent:** Monday, December 21, 2020 2:02 PM  
**To:** Laurie Platkin <[LPlatkin@fortlauderdale.gov](mailto:LPlatkin@fortlauderdale.gov)>  
**Subject:** [-EXTERNAL-] Re: 12439-815 - Operations and Maintenance of Community Shuttle Transit Service - Additional Questions

Hi Laurie,

I hope you had a great weekend also! And yes, we have received the email and will send you our responses tomorrow before noon.

Thanks,

Justin

On Mon, Dec 21, 2020 at 1:53 PM Laurie Platkin <[LPlatkin@fortlauderdale.gov](mailto:LPlatkin@fortlauderdale.gov)> wrote:

Hey Justin. Please confirm receipt of the below email.

Thank you,

Laurie

**Laurie D. Platkin, CPPB** | Senior Procurement Specialist

P 954-828-5138 | F 954-828-5576 | [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov)

**INTEGRITY – COMPASSION – ACCOUNTABILITY – RESPECT – EXCELLENCE**

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**From:** Laurie Platkin  
**Sent:** Monday, December 21, 2020 10:11 AM  
**To:** Justin Park <[justin@bus.com](mailto:justin@bus.com)>  
**Subject:** 12439-815 - Operations and Maintenance of Community Shuttle Transit Service - Additional Questions  
**Importance:** High

Good morning, Justin. I hope you had a pleasant weekend.

The review committee met after presentations Friday to further deliberate. There were several questions raised that need answers. Below are the questions:

- Your pricing assumption includes using EV to replace the Seabreeze trams and supplement/ replace vehicles on the Las Olas and Beach Links. Will Bus.com honor the same pricing proposed if they were to only use the County-leased vehicles in Scenarios A, B and C and the City-owned trams identified in Scenario D of the RFP?
- There are a lot of unknown variables in the Bus.com proposal (i.e., facility, fuel vendor, maintenance, etc.). Will you all honor the same pricing proposed if any of these variables turn out to be more expensive than what has been anticipated?
- Locating your facility at the 595 Truck Stop could result to considerable deadhead miles in operating the routes. Have you considered this in your pricing proposal?
- Will Bus.com honor the same pricing proposed if service hours are reduced due to unforeseen circumstances such as a pandemic, a hurricane, etc.?

Kindly have your answers to me no later than noon on Tuesday the 22<sup>nd</sup>.

Thank you,

Laurie

**Laurie D. Platkin, CPPB** | Senior Procurement Specialist

City of Fort Lauderdale | Procurement Services Division

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P 954-828-5138 | F 954-828-5576 | [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov)

**INTEGRITY – COMPASSION – ACCOUNTABILITY – RESPECT – EXCELLENCE**

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**Justin Park**  
Business Development Manager



438-346-5001

Business hours: 9 AM to 5 PM (ET)  
Emergency line: 1-855-428-7266 Line:

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**Justin Park**  
Business Development Manager



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Emergency line: [1-855-428-7266](tel:1-855-428-7266) Line:  
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