PIGGYBACK AGREEMENT FOR
MICRO-TRANSIT TRANSPORTATION SERVICES

THIS AGREEMENT made and entered into this 28th day of April, 2023 is by and between the City of Fort Lauderdale, a Florida municipality ("City"), with its principal address located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Circuit Transit Inc., a Florida profit corporation ("Contractor"), with its principal address located at 777 S Flagler Drive, Suite 800 West Tower, West Palm Beach, Florida 33401, Phone: 631-903-4448, Email: james@ridecircuit.com.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

RECITALS:

WHEREAS, the City and the Contractor entered into an Agreement on August 22, 2022, for Transportation Circulator Services based on the City of Hollywood's Agreement dated March 4, 2019, including any extensions thereto; and

WHEREAS, the City and the Contractor entered into a First Amendment to the Agreement for Transportation Circulator Services with the Contractor on March 13, 2023, which extended the Transportation Circulator Services to July 3, 2023; and

WHEREAS, the City and the Contractor agree to mutually terminate the existing Agreement for Transportation Circulator Services and enter into this Agreement for Micro-Transit Transportation Services, based on the City of Pompano Beach's Agreement in response to Request for Proposals P-29-20 between the Contractor and the City of Pompano Beach dated February 23, 2021.

ARTICLE 1
PREAMBLE

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

ARTICLE 2
TERMS AND TERMINATION

1. The existing Agreement for Transportation Circulator Services between City and Contractor dated August 22, 2022, as amended, shall terminate on April 30, 2023.

2. The Contractor agrees to provide Transportation Circulator Services, pursuant to the existing Agreement, up through and including April 30, 2023.

3. This Agreement shall commence on May 1, 2023, and shall continue up through and including December 29, 2023.

4. The Contractor agrees to provide the City with Micro-Transit Transportation Services in accordance with the terms set forth in the Agreement between the Contractor and the City of Pompano Beach, Florida ("Pompano Agreement") dated February 23, 2021, attached hereto and incorporated herein, except as otherwise provided in this Agreement, Exhibit, "C" – The City of Fort Lauderdale Current Service Areas and Exhibit "D" – The City of Fort Lauderdale Galt Mile Proposed Service Area.

5. Except for the proposal solicitation process, the term "City of Pompano Beach," as set forth in the Pompano Agreement where the context permits, shall mean the City of Fort Lauderdale.

6. Exhibit "A", The City's Insurance Requirements, is attached hereto and incorporated herein; Exhibit "B", The City of Fort Lauderdale General Conditions for Piggyback, Cooperative and Bidding-Exempt Contracts, is attached hereto and incorporated herein; Exhibit "C", The City of Fort Lauderdale Current Service Areas is attached hereto and incorporated herein; and Exhibit "D", The City of Fort Lauderdale Galt Mile Proposed Service Area, is attached hereto and incorporated herein.

7. Paragraph 30., of the Pompano Agreement is amended to provide that notice to the City of Fort Lauderdale shall be as follows:

If to Contractor:
James Mirras,
Circuit Transit Inc
35 Glade Road
East Hampton, NY 11937
Phone: 631-903-4448
Email: james@ridecircuit.com

If to City:
Greg Chavarria, City Manager
City of Fort Lauderdale
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 33301-1016

Ben Rogers, Director
City of Fort Lauderdale Transportation and Mobility Department
290 NE 3rd Avenue
Fort Lauderdale, FL 33301

With a copy to: D'Wayne M. Spence, Interim City Attorney
City of Fort Lauderdale
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 3301-1016

6. Any and all references in the Contractor's Pre-Presentation Question Responses, Response to the City of Pompano Beach's Request for Proposals P-29-20, or the City of Pompano Beach's Agreement for Transportation Services and attachments, suggesting that any part of its response is confidential, are hereby deleted by this reference.

7. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, this Piggyback Agreement for Micro-Transit Transportation Services between the City and Contractor.
B. Second, the City of Fort Lauderdale's Insurance Requirements and the City of Fort Lauderdale General Terms for Piggyback, Cooperative, and Bidding-Exempt Contracts.
C. Third, the City of Pompano Beach and Circuit Transit Inc.'s executed Agreement.

8. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within 30 days following written notice to the Contractor.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF FORT LAUDERDALE

By: _____
Greg Chavarria
City Manager

Date: 4/28/2023

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

WITNESSES:

_____
Signature
JASON BAGLEY
Print Name

_____
Signature
Mimose Francois
Print Name

CIRCUIT TRANSIT INC.,
a Florida profit corporation

By: _____
Alexander Esposito, President

(Corporate Seal)

STATE OF Florida:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of Apr. 1, 2023, by **Alexander Esposito,** as President for **Circuit Transit Inc.,** a Florida profit corporation.

(SEAL)

JONATHAN R. HEANUE
Notary Public, State of Florida
Commission# GG 927809
My comm. expires Dec. 21, 2023

_____
Notary Public, State of Florida
(Signature of Notary Public)
Jonathan R. Heanue
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification X
Type of Identification Produced FL Driver License

Exhibit "A"

INSURANCE REQUIREMENTS

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

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

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

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

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes (2022). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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

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

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) day notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective

date of the initial Agreement or prior.

f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

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

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

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

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

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

practical.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Exhibit "B"

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS for PIGGYBACK, COOERATIVE AND BIDDING-EXEMPT CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01 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.

1.02 PACKING SLIPS: It will be the responsibility of the 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.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will be next 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.

1.04 SCRUTINIZED COMPANIES: The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

1.05 DEBARRED OR SUSPENDED CONTRACTORS
The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01 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.

PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Agreement, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Agreement, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Agreement as surety for faithful performance under the terms and conditions of the Agreement. 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.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Agreement.

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 Agreement. 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 on all liability policies, 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. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND AGREEMENT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Agreement 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:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.

- All City Departments being advised to refrain from doing business with the Contractor.

- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Agreement 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 Agreement, 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.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 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.

4.06 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 the Agreement, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

4.07 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.

4.08 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.

4.09 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel the Agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.10 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. 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 Agreement. The Contractor shall retain all books of account, reports, and records relating to this Agreement for the duration of the Agreement and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the Agreement 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.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's 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 Agreement.

4.13 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 Agreement.

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

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.15 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 Agreement 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 Agreement 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 Agreement to relieve Contractor of a legitimate obligation under the Agreement, 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.

4. 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.

4.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes (2022), prior to entering into a contract with the City.

4.17 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 Agreement, 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.

4.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Agreement without the prior written consent of the City. The Agreement 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 approval.

4.19 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of

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

4.20 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH 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 (2022), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.21 WARRANTIES OF USAGE: Any quantities listed in this Agreement are estimates. 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.

4.22 E-VERIFY:

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

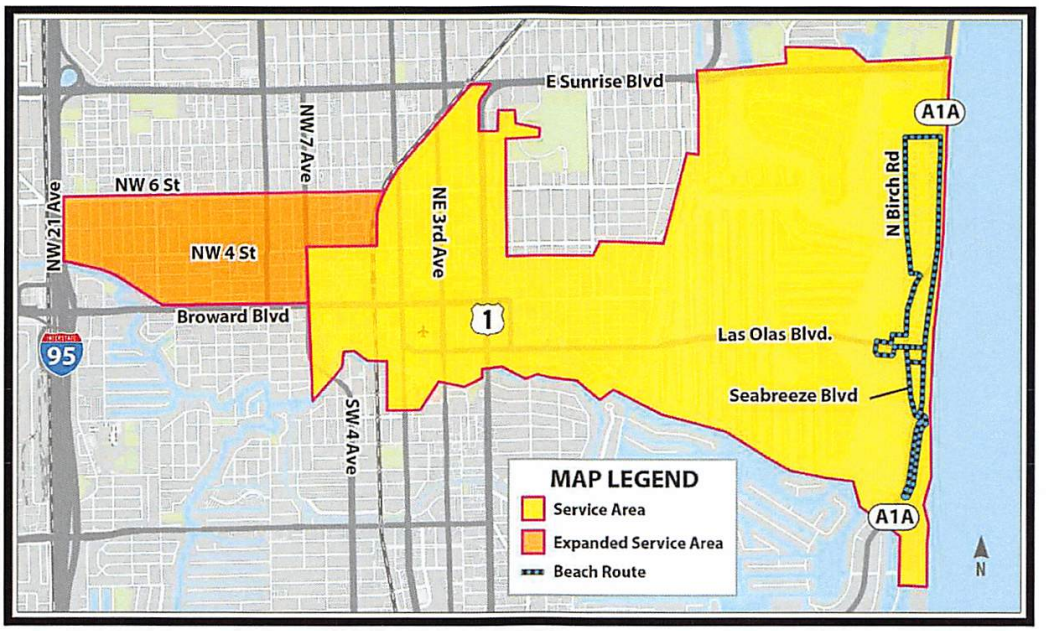
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Part IV, Section 4.22, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as

may be amended or revised, to include all of the requirements of this Part IV, Section 4.22 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C

City of Fort Lauderdale Current Service Areas



Service areas:

I. Downtown Fort Lauderdale Urban Core, Las Olas, and Dorsey Riverbend (Service Area and Expanded Service Area): On-demand service that connects Historic Dorsey– Riverbend, portion of the Progresso Village, and Flagler Village to Downtown Fort Lauderdale, the Beach, and Las Olas. It also provides access to cultural and entertainment hubs including the MASS District, the Parker Playhouse, and Broward Center for the Performing Arts. Six (6) vehicles in operation.

II. Barrier Island Park and Ride (Beach Route): The fixed route circulator service between City-owned beach parking garages and surface lots listed below:

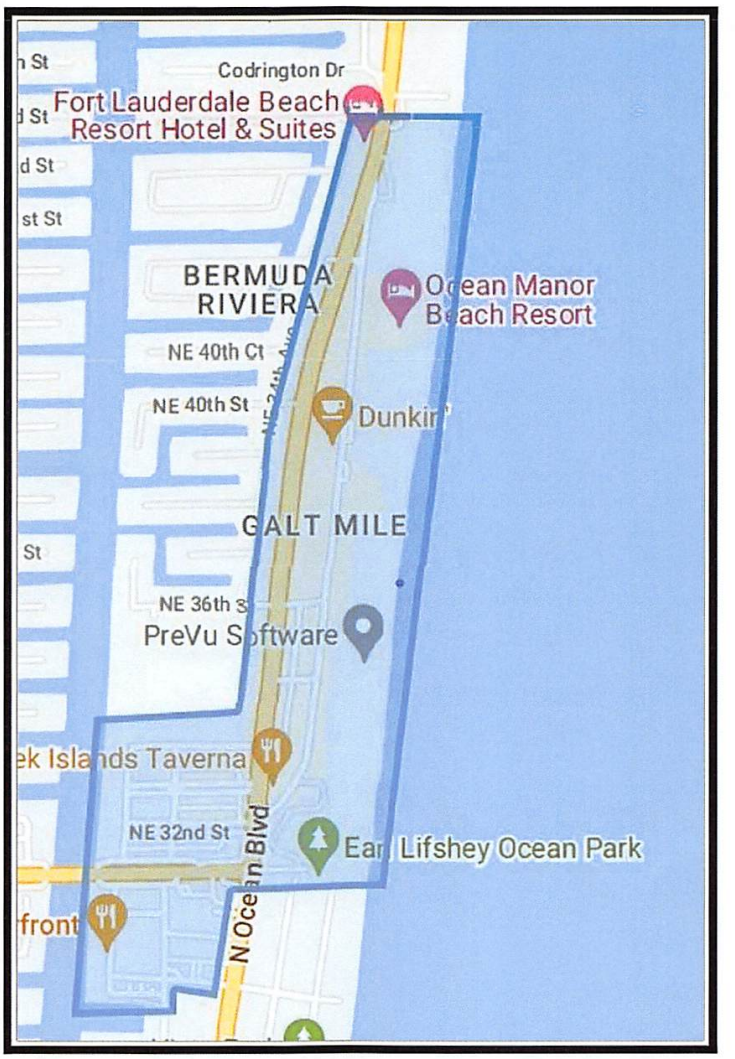
- Fort Lauderdale Beach Park (646 S Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33316)
- Las Olas Garage (200 Las Olas Cir, Fort Lauderdale, FL 33316)
- Las Olas Oceanside Park (3000 E Las Olas Blvd, Fort Lauderdale, FL 33316)
- North Beach Village Parking Lot (700 N Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33304)
- Adjacent to Beach Place (17 S Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33316)

Additional parking garages such as the Riverwalk Center Garage (150 SE 2nd St, Fort Lauderdale, FL 33308) may be serviced during special events. This service is intended to follow a fixed route and serve designated stops at 10-15 minute service frequency. Two (2) vehicles in operation.

Service Hours: Sunday to Thursday, 10 a.m. to 8 p.m.
Friday and Saturday, 10 a.m. to 11 p.m.

EXHIBIT D

City of Fort Lauderdale Galt Mile Proposed Service Area



Service area:

Service area depicted in the above figure. On-demand service that connects the Galt Mile Community to area businesses, shopping, restaurants, and neighboring Lauderdale-by-the Sea . One (1) vehicle in operation.

Service Hours: Seven (7) days a week 9 a.m. to 9 p.m.

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

ORDINANCE NO. 2021-44

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR TRANSPORTATION SERVICES (POINT TO POINT) BETWEEN THE CITY OF POMPANO BEACH AND CIRCUIT TRANSIT INC., TO PROVIDE MICRO-TRANSIT TRANSPORTATION SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Circuit Transit Inc., to provide micro-transit transportation services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Circuit Transit Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 23rd day of February, 2021.

PASSED SECOND READING this 23rd day of February, 2021.

DocuSigned by:
Rex Hardin
502CB780EB3F480

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
775D4290316A490

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:

/jrm
2/8/21
L:ord/2021-109

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

AGREEMENT FOR TRANSPORTATION SERVICES (POINT TO POINT)

THIS AGREEMENT is entered into this 23rd day of February 2021, by and between the CITY OF POMPANO BEACH, a Florida municipal corporation, having its principal office located at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 (referred to as "CITY"), and CIRCUIT TRANSIT INC. (referred to as "CONTRACTOR"), authorized to do business in Florida, whose address is 777 S. Flagler Drive, Suite 800 W, West Palm Beach, FL 33401; collectively referred to as "the Parties."

WHEREAS, the CITY issued a Request for Proposals ("RFP") for Micro-Transit Transportation Services, RFP No. P-29-20, on August 10, 2020; and

WHEREAS, Circuit Transit Inc. submitted its response to the CITY's RFP for Micro-Transit Transportation Services; and

WHEREAS, on December 8, 2020, the CITY Commission directed staff to begin negotiations with Circuit Transit, Inc.; and

WHEREAS, the Parties desire to enter into this Agreement to provide Micro-Transit Transportation Services (the "Services") consistent with the CONTRACTOR's response to the RFP Proposal; and

WHEREAS, the CITY finds that this Agreement serves a municipal and public purpose and conforms to the requirements of Florida law;

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recital. The above recitals are true and correct and are incorporated by reference.

2. Scope of Services

2.1 The CONTRACTOR shall provide Services to the CITY, in accordance with and pursuant to CONTRACTOR's Proposal, and the terms and conditions of this Agreement. The Services may be adjusted based upon the needs of the users, and may be adjusted by mutual agreement of the Parties and their execution of a written amendment to this Agreement. Notwithstanding the foregoing, to the extent that the terms and conditions of this Agreement conflict with the terms and conditions of the CONTRACTOR's Proposal, this Agreement shall control.

2.2 CONTRACTOR shall provide a year-round point to point transportation program that will provide the City of Pompano Beach residents, visitors, and business employees ("Riders") with convenient and efficient transportation options. The Service should be hospitality

oriented, and may include supplementary service during special events requiring vehicles, personnel, and resources.

2.3 Micro-Transit Transportation Services. CONTRACTOR will be responsible for providing the Services within the boundaries of the Service Area as shown in the map in **Exhibit "A",** which is attached and incorporated in this Agreement by reference.

2.4 The goals of the Services to be provided by CONTRACTOR are to do the following:

2.4.1. Operate a demand-response system throughout the boundaries of the Service Area indicated in **Exhibit "A".** All rides shall either commence or terminate within the boundaries of the Core Service Area described in **Exhibit "A."** The demand-response system boundaries served by CONTRACTOR may be changed upon the execution of a written amendment to the Agreement executed by the CONTRACTOR and the CITY's City Manager or their authorized representatives.
2.4.2. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors, more specifically described in Section2.6.
2.4.3. Feature a mobile application with which the user will be able to locate their position and flag a proximate, available vehicle to make the pickup.
2.4.4. Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
2.4.5. Allow users to get to their destination within the Service Area without the need to drive, park or even own a personal vehicle.
2.4.6. Reduce traffic and vehicle emissions in the Service Area.

2.5 CONTRACTOR shall utilize no less than three (3) Neighborhood Electric Vehicles (NEV), and at least one (1) wheelchair-accessible NEV, for a total of no less than four (4) vehicles in CONTRACTOR's fleet of vehicles (the "Vehicles") to provide Services pursuant to this Agreement. All Vehicles will meet the Federal Motor Vehicle Safety Standards. CONTRACTOR shall also supply charging equipment for the Vehicles for the duration of this Agreement. The Vehicles used throughout the Term of this Agreement must be consistent and identifiable with the appropriate signage as described in this Agreement.

2.6 The CONTRACTOR agrees to meet the following performance criteria for the Services to be provided pursuant to this Agreement:

2.6.1 Services:

2.6.1.1 The CONTRACTOR shall provide the Services to the Riders by providing on-demand rides to work, for shopping, restaurant, events, nightlife access and for various venues serving the Core Service Area which is attached as **Exhibit "A".**
2.6.1.2 Service will be provided Sunday through Thursday 10:00 A.M. until 8:00

P.M. and Friday through Saturday 10:00 A.M. until 11 P.M. Any changes in total service hours shall be in writing and mutually agreed upon in writing executed by the CITY's City Manager and the CONTRACTOR.

2.6.1.3 CONTRACTOR shall comply with the driver schedule, which is attached as **Exhibit "B",** in order to insure there is a minimum number of vehicles operating within the Service Area. Three (3) vehicles shall have a minimum capacity of five (5) standard passengers, and at least one (1) vehicle shall have a decreased standard passenger capacity to provide for one (1) wheelchair passenger.

2.6.1.4 All trips must begin and end within the Core Service Area as shown on the Service Area Map, which is attached hereto as **Exhibit "A".** Any changes in the Service Area Map, including the Core Service Area, shall be in writing and mutually agreed upon in writing executed by the CITY and the CONTRACTOR.

2.6.1.5 The Parties shall meet at least annually to review the services provided in the Service Area and the Core Service Area, and determine if any adjustments are necessary. Any agreed upon adjustments shall be reduced to a written amendment to this Agreement, to be executed by both Parties.

2.6.1.6 The service shall be free to users. Tipping is permitted, but not required.

2.6.1.7 CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to themselves, other passengers, the driver, the vehicle, or other vehicles or persons.

2.6.1.8 CONTRACTOR is permitted to establish reasonable restrictions on the provision of services to non-service animals.

2.6.1.9 CONTRACTOR shall be prepared to adjust fleet to adhere to changing demands, such as during special events, as more particularly defined in Section 3.4 of the Agreement.

2.6.1.10 CONTRACTOR will communicate any problems or requests to the CITY through its City Manager or designee.

2.6.1.11 CONTRACTOR will have the right to suspend operation of the vehicles without penalty in the case of severe weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to providing written notification to the CITY.

2.6.2 Drivers

2.6.2.1 CONTRACTOR agrees that their drivers shall serve as ambassadors for the City of Pompano Beach, and shall present themselves in a friendly, personable, and customer-service oriented manner at all times.

2.6.2.2 CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to engagingly communicate with riders while answering their questions.

2.6.2.3 Drivers must be knowledgeable about the City of Pompano Beach and

comfortable speaking of the City of Pompano Beach as a visitor destination. Preference shall be given to hire drivers who reside in the City of Pompano Beach. An ability to converse in other languages (French and Spanish) would be helpful.

2.6.3 Vehicles:

2.6.3.1 CONTRACTOR's vehicles shall be properly licensed and authorized to legally operate on the public streets and rights-of-way in the State of Florida.
2.6.3.2 Vehicles shall be equipped with equipment/hardware to collect ridership data and with GPS units for vehicle location.
2.6.3.3 Vehicles shall be aesthetically suitable for a neighborhood shuttle.
2.6.3.4 CONTRACTOR shall be responsible for the cleanliness interior and the exterior of the vehicles. Vehicles shall be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CITY.
2.6.3.5 CONTRACTOR must ensure that at least one vehicle in use, at all times, is wheelchair-accessible.
2.6.3.6 CITY will provide for Four (4) spaces within its Pier Parking Garage for vehicle storage and charging.
2.6.3.7 Vehicle maintenance must be performed by the CONTRACTOR.

2.6.4 Technology/App:

2.6.4.1 After a ride is requested, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
2.6.4.2 CONTRACTOR shall offer a mobile application ("App") that is available to individuals on their Android and iPhone electronic devices. The App will allow an individual to do the following with their Android and iPhone devices:

a. View location of vehicle, stops, and estimated times of arrival ("ETA") in real-time after a request is made and assigned to a driver.
b. App shall be at no cost to the user.
c. App shall allow users to provide feedback and rate drivers.
d. Allow an individual to request a pickup and be given an estimated wait time based upon driver and vehicle availability.

CONTRACTOR shall maintain updates to the App, provide App maintenance, and App issue solving at no cost to the CITY. The CONTRACTOR shall be able to track Rider and usage data and provide reports to CITY. The App will allow CONTRACTOR's drivers to enable real-time tracking and passenger counting. CONTRACTOR shall fully retain all rights and ownership in its App.

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

2.6.5 When drivers use the App to respond to Riders' ride requests, the driver app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.

2.6.6 CONTRACTOR shall provide a toll-free telephone number that may be used by Riders to access service information.

2.7 Customer service is one of the CITY's key factors of the Services to be provided by CONTRACTOR. CONTRACTOR will be responsible for addressing all complaints in a courteous and timely manner and provide reports to CITY staff as needed and upon City's request.

2.8 CONTRACTOR will provide services using its own vehicles. Creative, tourist- oriented and colorful designs of the vehicles are encouraged. CONTRACTOR will provide notice to the CITY for review and comment on the final design, which shall be subject to the CITY's consent, and such consent shall not be unreasonably withheld. The CITY shall be deemed to have consented to the final design if the CITY has not objected to such design within forty-eight (48) hours of notice. CONTRACTOR will be responsible for all costs associated with the design of the vehicles.

2.9 CONTRACTOR shall replace any vehicle at its sole expense when the vehicle cannot be maintained in good working order, in accordance with applicable laws, and regulations, or the vehicles are no longer able to be maintained in accordance with the requirements of this Agreement. CONTRACTOR shall use its best efforts to restore non-operational vehicles within 10 business days from the date of any incident requiring the vehicle to be removed from operation. CONTRACTOR shall provide verbal and written notice to the CITY of any delay in restoring a non-operational vehicle that extends beyond 10 business days from the date of malfunction. If the CITY determines that any such delay is due to CONTRACTOR's lack of diligence, the CITY will have the right to pursue any remedy provided for in this Agreement or at law or equity.

2.10 If the Parties agree on modifications or revisions to an element of the Services, after the CITY has approved performance of a particular task or project, and a budget has been established for that task or project, the CONTRACTOR shall submit a revised budget to the CITY for approval prior to proceeding with the task or project.

2.11 Reporting. CONTRACTOR shall provide CITY with, monthly, quarterly, and yearly level of service reports. All reports will be due within 15 days of the period end. Upon request by the CITY, CONTRACTOR shall provide the CITY with weekly level of service reports. These reports shall include the following:

2.11.1 Number of Riders on a daily, weekly, and monthly basis and locations for pickup and drop-off;
2.11.2 Addresses from which riders are picked up and addresses of drop off locations;
2.11.3 Number of vehicles not in operation on a daily, weekly, and monthly basis,

including a description of the malfunction or reason for the inoperable vehicle, and the length of time to place the vehicle back in service;

2.11.4 Average wait time from request through the mobile app until arrival by the vehicle on a daily, weekly, and monthly basis;

2.11.5 Average trip duration on a daily, weekly, and monthly basis;

2.11.6 Number of passenger complaints received, and resolution of complaints on a daily, weekly, and monthly basis.

In the event CONTRACTOR does not provide the required report, the CITY reserves the right to withhold payment until the required report is received. To the extent that the CITY requires additional information related to the above reporting requirement, the CONTRACTOR shall provide the information to the CITY.

3. Contract Price.

3.1 The CITY agrees to pay CONTRACTOR for the faithful performance of this Agreement, and for work as directed by CITY in accordance with the schedule at **Exhibit "C",** which is inclusive of an annual minimum guaranteed vehicle advertising revenue of $20,000 described in Paragraph 3.7 below. The Contract Price is all-inclusive for the work being performed by CONTRACTOR, and the CITY shall not be responsible for the payment of any additional fees, unless the parties enter into a written amendment to this Agreement which is approved by the City Commission, and executed by both Parties. The CITY will not make any additional payments such as fuel surcharges, demurrage fees, delay in delivery charges.

3.2 Payment Terms.

3.2.1 The Contract Price to be paid to CONTRACTOR by the CITY shall be divided into twelve payments per month based on the annual amounts at **Exhibit "C"**, subject to any additional credits for advertising revenue that may be applied for the benefit of the CITY as set forth more fully in Section 3.7.

3.2.2 Any additional charges for services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided, which may be mutually agreed upon by the Parties from time to time and billed on an hourly basis, in accordance with Section 3.4 below, will be provided in a separate invoice to the CITY and paid by the CITY to CONTRACTOR on a monthly basis.

3.3 Invoices.

3.3.1 Contract Price. For payment purposes, CONTRACTOR will invoice the CITY on a monthly basis for the Services provided pursuant to this Agreement. CONTRACTOR shall submit invoice to the CITY no later than the 15th day of the month. CITY may withhold payment until a final determination is made that all Services have been or are being performed pursuant to this Agreement. Notwithstanding the foregoing, in no event shall CITY withhold payment that is more than fifteen (15) days past due unless it has provided CONTRACTOR with written notice of a material breach of this

Agreement for which payment is being withheld, with an opportunity to cure as more fully set forth in Section 11.

3.3.2 Charges for Additional Services. For additional charges incurred by CITY in connection with services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided. The CITY agrees to pay the CONTRACTOR as set forth in Section 3.4 below, CONTRACTOR shall submit an invoice to the CITY no later than the 15th day of the month in which such services are performed.

3.3.3 The invoices submitted by CONTRACTOR shall contain the following basic information: CONTRACTOR's name and address, invoice number, date of invoice, a description of the service performed, and any credits to the CITY for advertising revenue due to the CITY pursuant to Section 3.7.

3.4 Hourly Rate. For services to be provided outside of the Services agreed upon by the parties under this Agreement, but utilizing the four (4) contracted fleet vehicles, the CITY agrees to pay the CONTRACTOR an hourly rate per vehicle, for the services provided, as indicated in Exhibit "C." Any services provided by the CONTRACTOR outside of the Services agreed upon by the parties under this Agreement shall require the prior written consent of CONTRACTOR and the CITY's City Manager or their authorized representatives. Upon request from the CITY, the cost for any additional vehicles shall be provided by CONTRACTOR to the CITY. The CITY shall only be obligated to pay the cost for the use of additional vehicles, and CONTRACTOR shall only be obligated to supply the additional vehicles, upon the execution of a written authorization executed by the CONTRACTOR and the CITY's City Manager or their authorized representatives.

3.5 Prompt Payment. The CITY prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by CONTRACTOR.

3.6 The CITY will assess the following Schedule of Penalties against the CONTRACTOR as a consequence of the CONTRACTOR's failure to conform to the customer service requirements:

3.6.1 Failure to provide backup service within twenty-four (24) hours in the event that one or more vehicles are out of service shall result in a penalty of $50.00.

3.6.2 Failure to maintain vehicle exterior and interior cleanliness and aesthetics following a written warning to the CONTRACTOR from the CITY with a twenty-four (24) hour opportunity to cure, shall result in a penalty of $100.00 per occurrence.

3.6.3 Failure to notify the CITY regarding any changes in schedule shall result in a penalty of $100.00 per occurrence.

Penalty charges incurred in any given month will be deducted from the payment for that

month.

3.7 Revenue Sharing/Advertisement Sales Services.

3.7.1 CONTRACTOR shall sell space on the exterior or interior of the Vehicles for the display of commercial advertising with the goal of raising revenue to partially finance the cost of the Services performed under this Agreement ("Advertising Revenue"). CONTRACTOR agrees to provide the City with a copy of all advertising revenue contracts it executes with businesses, as well as providing an accounting of all advertising revenue in a report to accompany each monthly invoice.

3.7.2 CONTRACTOR shall credit the CITY's monthly invoice by 1/12th of the annual minimum guarantee advertising revenue, Twenty Thousand Dollars ($20,000.00), generated from the sale of advertising on the Vehicles during each calendar year of the Term.

3.7.3 Gross Advertising Revenue in excess of the Minimum Guarantee Advertising Revenue or $20,000.00) that is generated and actually received by CONTRACTOR in connection with sales of advertising on the interior or exterior of the Vehicles (collectively the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements") shall be divided equally between CONTRACTOR and the CITY, with each party entitled to 50% of Gross Advertising Revenue that is generated and actually received by CONTRACTOR.

3.7.4 Gross Advertising Revenue means the gross advertising revenue received less all other costs and expenses, including, but not limited to advertisement design and production costs, incurred by the CONTRACTOR in connection with providing the Advertisement Sales Services.

3.7.5 CONTRACTOR shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CITY's consent which shall not be unreasonably withheld. The City shall be deemed to have consented if the CITY has not objected to such Advertising Sales Services within forty-eight (48) hours of the notice to the CITY. CONTRACTOR shall not accept advertising content that includes or is related to the following:

3.7.5.1 Discrimination against a persons, or sections of the community on account of race, sex, age, sexual preference, religion, disability, sexual orientation, or political belief;

3.7.5.2 Contains strong or obscene language;

3.7.5.3 Promotes the use of tobacco and controlled substances;

3.7.5.4 Contains sexual or reproductive material;

3.7.5.5 Promotes or opposes "adult entertainment" strip clubs, and/or the sale of pornographic materials;

3.7.5.6 Promotes the sale or distribution of firearms; and

3.7.5.7 Contravenes any applicable law.

3.7.6 CONTRACTOR shall invoice each advertiser for amounts owed for

Advertisement Sales Services. CONTRACTOR shall provide a credit in the amount of 50% of Gross Advertising Revenue to the CITY on the following month's submitted invoice after receipt by the CONTRACTOR of the amounts due from each advertiser. The CONTRACTOR's obligation to submit invoices for amounts owed for Advertisement Sales Services shall be satisfied as to any advertiser by the delivery to such advertiser of three invoices reflecting the amount owed over a ninety (90) day period, whether or not invoiced funds are actually received by the CONTRACTOR. The CONTRACTOR's invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, and any outstanding advertiser contracts.

4. The Term of this Agreement shall commence upon full and complete execution by the Parties, and shall continue for three (3) years, unless sooner terminated as provided in this Agreement. The parties may mutually agree to renew the term of this Agreement for two (2) additional one (1) year terms, subject to the approval of the CITY's City Commission, and the execution by both parties of a written amendment to this Agreement providing for the renewal term.

5. The CONTRACTOR shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required Services. Damages, penalties or fines imposed on the CITY or CONTRACTOR for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the Services. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

6. The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CITY. Subcontracting without the prior consent of the CITY shall constitute a material breach of the agreement and may result in termination of the Agreement.

7. The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest, or its power to execute such contract to any person, company, or corporation without the prior written consent of the CITY, which shall not be unreasonably withheld. Assignment without the prior consent of the CITY may result in termination of the Agreement.

8. CONTRACTOR's Employees.

8.1 The employee(s) of the CONTRACTOR shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CITY or any of its departments.

8.2 CONTRACTOR shall provide competent employee(s) capable of performing the work as required. CONTRACTOR shall obtain complete background checks on all drivers, including driving records, criminal records checks, and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR will not hire a driver with more than three (civil or criminal) traffic infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and criminal records at least annually.

8.3 CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile device, eating, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. The Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device, or similar technology, while operating the vehicles for the service provided pursuant to this Agreement, and in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.

8.4 All employees of the CONTRACTOR shall wear proper identification and a uniform.

8.5 The CITY reserves the right to require the immediate dismissal of any of CONTRACTOR's employees who fail to meet the requirements of this Agreement. Relief personnel shall be readily available throughout the term of the Agreement.

8.6 It is the CONTRACTOR's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CITY shall have no responsibility to check or verify the legal immigration status of any employee of the CONTRACTOR.

9. Indemnification. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents, and contractors from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or contractors may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the Services to be provided pursuant to this Agreement. CONTRACTOR shall pay all claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the Services to be provided pursuant to this Agreement in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY or its officers, employees, agents, and contractors. This paragraph shall survive the expiration or termination of this Agreement

10. Modifications or Amendments. This Agreement may only be modified by mutual consent, in writing, through the issuance of an amendment executed by the CITY and the CONTRACTOR or their authorized representative. Amendments to the Contract Price and the Term shall require the approval of the CITY's City Commission. Amendments to other provisions including Services, Service Area, and Core Service Area may be approved by the CITY's City Manager.

11. Termination.

11.1 Mutually Agreed Upon Termination: The Parties, by mutual written agreement executed by both parties, may agree to terminate this Agreement for convenience at any time without cause.

11.2 CITY's Right to Terminate For Convenience: The CITY, at its sole discretion, reserves the right to terminate this Agreement for convenience upon providing ninety (90) days' written notice to the CONTRACTOR. Notwithstanding, if at any time the City Manager determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the City Manager may terminate the Agreement upon providing such written notice as the City Manager deems appropriate under the circumstances.

11.3 Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or any addendums, then that party shall provide written notice to the other party describing the alleged failure in reasonable detail. If the breaching party does not, within fifteen (15) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) reach a satisfactory compromise with the non-breaching party if the breach is not one that can reasonably be cured within fifteen (15) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice of termination to the breaching party.

11.4 Termination for Bankruptcy: The CITY shall have the immediate right to terminate this Agreement, by providing written notice to the CONTRACTOR, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the CONTRACTOR's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

11.5 Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable including credit or refunds.

11.6 Continuation of Services: CONTRACTOR will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that the CITY provides notice of termination and directs CONTRACTOR not to perform the services during the notice period, the CITY agrees to pay CONTRACTOR for all

services performed in connection with the services provided under this Agreement and any addendum through the date of termination.

12. Effect of Default

12.1 In the event the CONTRACTOR defaults in the performance of the Agreement, and does not cure any such default within the notice period provided in Section 11, the CITY reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate CITY ordinances, resolutions or policies. In the event of termination for default, the CITY may procure the required Services from any source and use any method deemed in its best interest.

12.2 The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition. The CONTRACTOR agrees that the CITY shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the CITY declares the CONTRACTOR in default, provided that the CITY has articulable grounds for doing so.

13. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CITY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The CITY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

14. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

15. The CONTRACTOR shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The CONTRACTOR shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner.

16. INSURANCE

16.1 The CONTRACTOR shall not commence any performance pursuant to the terms of this Agreement until certification or proof of insurance has been received and approved by the CITY's City Manager or their designee.

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

16.2 The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Pompano Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

16.3 Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the City of Pompano Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in **Exhibit "D,"** which is attached and incorporated to this Agreement.

17. CONTRACTOR's Responsibilities.

17.1 The CONTRACTOR shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in **Exhibit "E,"** RFP P-29-20 and Contractor's Response, which is attached and incorporated into this Agreement, and the applicable Terms and Conditions outlined in the Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020, which is attached as **Exhibit "F."**

17.2 The CONTRACTOR shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

17.3 The CONTRACTOR will be responsible for securing its own office space and storage space. Alternatively, the CITY, in its own discretion, may provide alternative office space and storage to the CONTRACTOR.

17.4 The CONTRACTOR will be responsible for costs associated with operating and maintaining its own fleet of vehicles, including but not limited to fueling, maintenance, registration, and insurance. The CONTRACTOR shall ensure that all items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), and the National Institute of Occupational Safety Hazards (NIOSH), and any other applicable federal, state, or local law, ordinance, regulation, or policy.

17.5 If any of the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is agreed and understood that Section 60-250.4,

Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into the solicitation and the resultant contract by reference.

17.6 If the CONTRACTOR is found noncompliant with Paragraph 17, such noncompliance shall constitute an event of default

18. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

19. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect so far as is possible.

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

21. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

22. The CONTRACTOR further acknowledges and agrees to provide the CITY with all information and documentation that may be requested by the CITY from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and in connection with this contract.

23. Prior to hiring a contract employee or contracting with a CONTRACTOR, the CITY may conduct a comprehensive criminal background check by accessing any Federal, State, or

local law enforcement database available. The contract employee or CONTRACTOR will be required to sign an authorization for the CITY to access criminal background information. The costs for the background checks shall be borne by the CITY.

24. Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the CONTRACTOR.

25. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, epidemic, pandemic, governmental order, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during the period afterwards as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure. CONTRACTOR must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the Services and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail. The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

26. Precautions shall be exercised at all times for the protection of persons and property. All CONTRACTOR's Services provided pursuant to this Agreement shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

27. The Services provided pursuant to this Agreement include various functions and classes of work required as necessary for the provision of the Services. Any omissions of inherent technical functions or classes of work within the specifications or statement of work shall not relieve the CONTRACTOR from furnishing or performing such work where required to the satisfactory provision of Services.

28. The CITY's obligation pursuant to any contract or agreement entered into in accordance with this solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not

constitute a default or breach of this Agreement by the CITY.

29. The CITY, at all times and as it relates to this Agreement, shall be responsible for ensuring its compliance with the Terms and Condition of the Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020, which is attached as **Exhibit "F"**.

30. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, and a copy of such notice sent by electronic mail, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Pompano Beach
c/o City Manager
100 W. Atlantic Boulevard, 4th Floor
Pompano Beach, Florida 33060

With copy to:

Mark Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33061
mark.berman@copbfl.com
954-786-4614 office
954-786-4113 fax

Suzette Sibble, Assistant City Manager
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, FL 33062
suzette.sibble@copbfl.com
Telephone: 954-786-4606

Jeff Lantz, Parking Manager
City of Pompano Beach
3460 NE 3rd Street
Pompano Beach, Florida 33062
jeff.lantz@copbfl.com
(954) 786-5580

For CONTRACTOR:

James Mirras
Circuit Transit Inc.
777 S. Flagler Drive
Suite 800W
West Palm Beach, FL 33401
james@ridecircuit.com
(631) 903-4448

Jason Bagley
Circuit Transit Inc.
1305 SW 8th Avenue
Fort Lauderdale, FL 33315
jason@ridecircuit.com
(305) 494-1612

31. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of 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 or as otherwise provided by law;

c. 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; and

d. 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.

Failure to comply with said statutory requirements may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN
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:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

32. Approvals - Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest – Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder

34. Sovereign Immunity - Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

35. Entire Agreement - This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

36. The documents listed below are a part of this Agreement and are incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided in this Agreement, the terms of the following documents will govern in the following order of precedence:

a. Terms and conditions as contained in this Agreement;
b. Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020;
c. Exhibit "E," RFP P-29-20 and Contractor's Response; and

d. Any subsequent information submitted by CONTRACTOR during the evaluation and negotiation process.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

(SEAL)

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...

GREGORY P. HARRISON, CITY MANAGER

DocuSigned by:

APPROVED AS TO FORM:

By: DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

CIRCUIT TRANSIT INC.

Witnesses:

By: _____
JAMES MIRRAS

Zachary Levine
(Print or Type Name)

Oguz Kiran
(Print or Type Name)

STATE OF ~~FLORIDA~~ NY

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of FEBRUARY, 2021, by JAMES MIRRAS, as OWNER of CIRCUIT TRANSIT INC., a Florida corporation on behalf of the corporation He is personally known to me or who has produced NYS DRIVER'S LICENSE (type of identification) as identification.

NOTARY'S SEAL:

ERIC REDIN
Notary Public – State of New York
NO. 01RE6367333
Qualified in Suffolk County
My Commission Expires Nov 13, 2021

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ NY

ERIC REDIN
(Name of Acknowledger Typed, Printed or Stamped)

01RE6367333
Commission Number

:jrm
2/8/21
L:agr/manager/2021-316

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

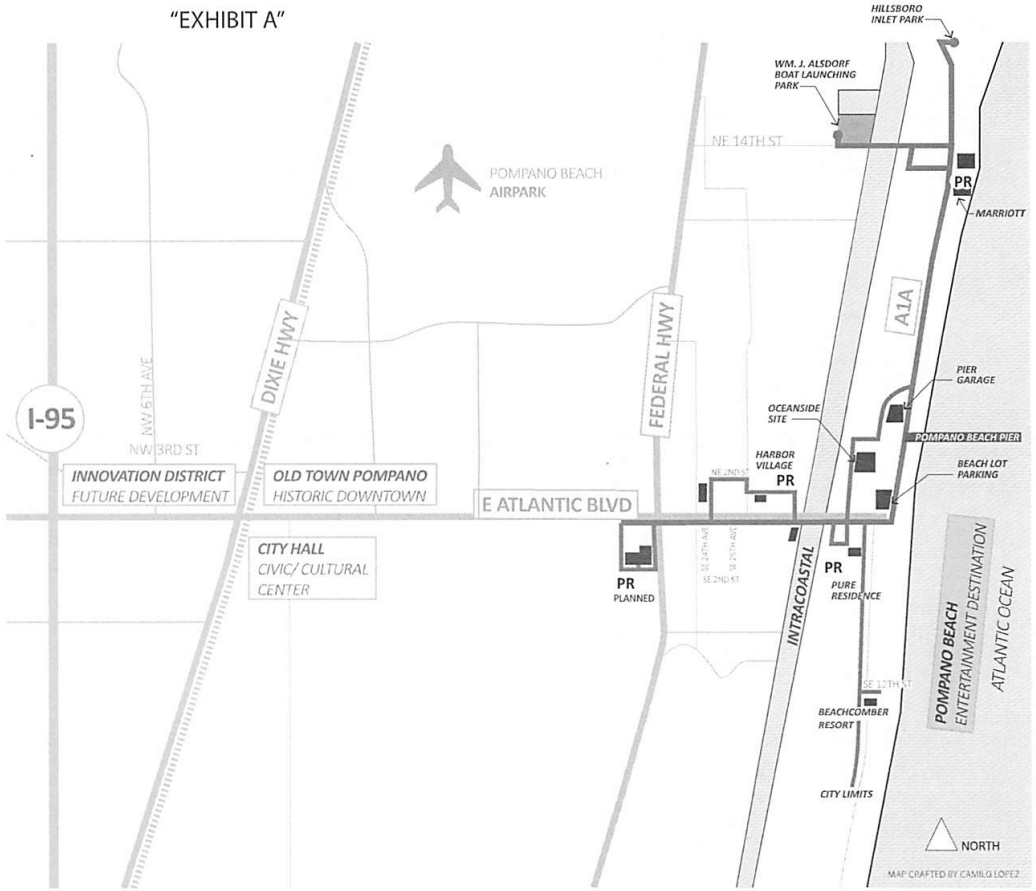
"EXHIBIT A"

POMPANO BEACH CRA

PROPOSED TRANSIT ROUTE AND STOPS FOR PARK & RIDE SYSTEM

MAP KEY

- GOLF CART ROUTE
- PR — PARK & RIDE HUB
- PARKING AREA
- WORK/ PLAY AREA



DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

Exhibit B
Driver Schedule

Hours of Operation (hours are subject to be change depending on hours of operation of area restaurants/bars and demand for services): **Days of the Week**	**Time Schedule**
Sunday **Monday - Thursday** **Friday - Saturday**	10am - 8pm 10am - 8pm 10am - 11pm

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

Exhibit "C"

CIRCUIT TRANSIT INC. 3 YEAR PROJECTED COST (4 NEV CAR SERVICE)

Item	Description	Total (USD)
Staff - Drivers-Supervisors	10,677 Vehicle Hours - 3,000 Supervisor Hours	$174,743
Management and Admin	Operations Manager - Administrative Duties - Customer Service - Data Reporting	$48,000
Insurance	All Applicable	$12,800
Infrastructure	Vehicles - Technology - Hardware - Storage and Technology	$40,000
Misc.	Office Supplies, Etc.	$4,800
		$280,343
Minimum Guaranteed Advertising Revenue		($26,000)
Total Initial Proposed Annual Cost Year 1		$254,343

3 YEAR PROJECTED COST

	Year 1	Year 2	Year 3
	$254,343	$259,829	$265,316
Less: Credit for storage/charging space (2,400/per vehicle)	($9,600)	($9,600)	($9,600)
Total Revised Cost	**$244,743**	**$250,229**	**$255,716**
Cost Per Vehicle Service Hr	***$22.92***	***$23.44***	***$23.95***

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

Type of Insurance		Limits of Liability		
GENERAL LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate		
* Policy to be written on a claims incurred basis				
XX	comprehensive form	bodily injury and property damage		
XX	premises - operations	bodily injury and property damage		
XX	products/completed operations hazard	bodily injury and property damage combined		
XX	contractual insurance	bodily injury and property damage combined		
XX	broad form property damage	bodily injury and property damage combined		
XX	independent CONTRACTORs	personal injury		
XX	personal injury			
AUTOMOBILE LIABILITY:		Minimum $1,000,000 Per Occurrence and $1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.		
XX	comprehensive form			
XX	owned			
XX	hired			
XX	non-owned			
REAL & PERSONAL PROPERTY				
__	comprehensive form	Agent must show proof they have this coverage.		
EXCESS LIABILITY			Per Occurrence	Aggregate
XX	excess/umbrella	bodily injury and property damage combined	$5,000,000	$5,000,000
PROFESSIONAL LIABILITY			Per Occurrence	Aggregate
__	* Policy to be written on a claims made basis		$1,000,000	$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

pompano beach®

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
P-29-20

MICRO-TRANSIT TRANSPORTATION SERVICES

OPENING: SEPTEMBER 17, 2020, 2:00 P.M.

Virtual Zoom Meeting
POMPANO BEACH, FLORIDA 33060

August 10, 2020

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
P-29-20

MICRO-TRANSIT TRANSPORTATION SERVICES

The City of Pompano Beach (the "City") is seeking proposals from qualified firms to provide Micro-transit Transportation Services to the City for beach area workers (i.e. restaurants, hotels etc.), residents and visitors along the proposed route, days and times as outlined in the scope of services defined herein.

The City will receive sealed proposals until **2:00 P.M. (local)**, **SEPTEMBER 17, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a virtual public forum.

Introduction

The City is interested in introducing a micro-transit transportation program (the "Program") to transport users around the beach area and enhance ride share services within the City. This Program will include short-distance on-demand electric vehicle services on and near the barrier island between Atlantic Boulevard and S.E. 2nd Street to the south and Hillsboro Inlet Park to the north. In addition, the service may extend just west of A1A along Atlantic Boulevard to S.E. 25th Avenue to accommodate transport to restaurants and other amenities in that area.

The City is contemplating a Florida Department of Transportation (FDOT) Grant to offset the costs of the Program. A grant application has been included as **Attachment B** to this solicitation. Proposers must discuss in their Letter of Transmittal their familiarity with such a grant.

A. Scope of Services

The City's primary objective in developing the Program is to ultimately relieve congestion on the barrier island, and west on Atlantic Blvd. to S.E. 25th Avenue. With this, the City would like to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence, hotel or other local attraction for transport to and from area restaurants and other amenities. The City's intention is to also provide for some park and ride locations within the City, located on the barrier island, as well as located just south of Federal Highway and Atlantic Blvd. It is expected that the

system would improve traffic congestion, while reducing emissions.

Since 2010 the City has been undergoing significant redevelopment. These projects include both public redevelopment projects, as well as numerous private sector projects. Some of the public projects include redevelopment of $15 million in beachfront improvements in 2013, reshaping the dunes, adding a major boardwalk and recreational areas, a new Pompano Beach Boulevard with on-street parking, a new $12 million fishing pier and a new 625 space public parking garage at the Pier. Additionally, a $5.0 million rebuilding of Briny Avenue into an amazing shared-street of automobiles, pedestrians and bicycles, lane-elimination and beautification of East Atlantic Boulevard (a joint venture with FDOT). The City's project to beautify the East Atlantic Blvd. Bridge with FDOT was recently completed.

This major public sector investment has gained the attention of the private sector. The first major development (Pompano Fishing Village) in Pompano Beach on the barrier island is on a 4 acre site owned by the City at the Pier fronting the Atlantic Ocean and the new Pier Garage, where new restaurants located on the beach were constructed (Beach House opened in 2018 and Oceanic opened in August 2019) in addition to Alvin's Island, a beachwear department store, eateries (Kilwins, Burger Fi, Cannoli Kitchen) and a Hilton Hotel are all under construction, with planned spring 2021 completion dates.

1. Key Program Parameters:

- The City will be selecting one qualified proposer.
- The vehicle(s) should be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment.
- The Program is expected to start with two (2) to three (3) vehicles with options provided to add additional vehicles, as demand for services increase.
- The strategic objective of this initiative is to implement a demand-response transportation system that provides point-to-point transit from any one point, within the service area boundary, to any other point within the service area boundary and is available to the user upon demand.
- The provider will provide the necessary vehicles, staff and resources to service the agreed upon schedule throughout the term of the contract. The anticipated start date of operations for the selected proposer is by February-March, 2021.
- The Program may also provide for select park and ride lots and provider will be required to frequent lots. As an example, City anticipates operating a park and ride lot in the future, just south of Atlantic Blvd. and Federal Highway to be utilized by area restaurant/bar employees for transport to their place of employment on the barrier island. There is a lunch and dinner shift. Proposers must evaluate the size of the vehicle it recommends for transport of these shift employs which could be as many as 40-50 employees per shift who may all need to arrive at their place of employment around the same time for the lunch and dinner shifts, anticipating that a smaller vehicle would require more runs etc. **Note**: the City will first start out with transporting these employees from a vacant lot (A.K.A. Pure Residence lot) located on the barrier island, located just behind the Bank of America building between S.E. 1st and 2nd street (just south of Atlantic Blvd.) and will expand to the federal highway lot as needed in the future.

2. Program Objectives:

Providers are expected to meet the following program objectives:

- Primarily operate a on demand-response system throughout the boundaries of the service area indicated on **Attachment A**, with final route and stops TBD.
- Transport area workers (primarily those in the Pompano Fishing Village) to and from their place of employment from park and ride locations (starting with the Pure Residence Lot).
- Provide the flexibility and availability of resources to scale up and down the supply of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors.
- Feature a mobile application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup.
- Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
- Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- Reduce area traffic and vehicle emissions.

3. Customer Service:

The provision of excellent customer service is one of the City's key factors for the Program. The selected Proposer will be responsible for addressing all complaints in a courteous and timely manner and provide reports to City staff as needed.

4. Program Service Package:

The City is seeking a creative and flexible program service package to satisfy its mobility needs and to provide a comprehensive transportation solution. There is a need to transport riders within the service area. The Program will be awarded to one (1) Proposer, to address City's needs.

5. Service Parameters for Micro-transit Services:

The use of environmentally friendly vehicles is required, more specifically a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment for the electric golf cart vehicles. The vehicles used throughout the term of the contract must be consistent and identifiable with the appropriate program signage.

The criteria below constitute the City's service parameters for the point-to-point program:

- The program will serve the City's residents, guests and commuters by providing on-demand rides to work, for shopping, restaurant, events and nightlife access. Service will be provided as indicated above. Any changes in the service hours shall be in writing and mutually agreed upon.

- The program may also serve park and ride lots in various locations (as discussed earlier in this RFP) from which patrons (i.e. area workers) will be picked up and taken to their destination within the service area.

- All trips must begin and end within an area as shown on the service area map (**Attachment A**). Any changes in the service area shall be in writing and mutually agreed upon.

- The service shall be free to users. For on-demand services, service must be provided in fully-electric vehicles that are on-call via a mobile app, phone number or ride-hailing. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. This is the preferred vehicle type; however, respondents may include information on alternative vehicles. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.

- The proposer shall provide a mobile app for requesting rides for on-demand. services, compatible with both Android and iPhone.

- When requesting a ride via the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability. Vehicles shall collect ridership data via app and manual counts with phone calls or ride-hailing. Additionally, the proposer will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to City. These reports may also include, but are not limited to, hourly, daily, weekly and monthly ridership data, complaints, mileage, driver's names and suspensions, and accidents.

- Proposer must include an ADA vehicle as part of the fleet.

- Proposer shall provide professional, experienced, well-groomed hospitality -oriented personnel and resources to communicate engagingly with riders' while answering their questions. Drivers of selected Proposer will serve as ambassadors for the City. Qualified drivers must be screened, hired and trained by the proposer, with satisfactory background checks. Additionally, drivers will undergo any further training deemed necessary by the City. The proposer will provide the City with background checks on all drivers. The City shall have the right to reject or approval all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's license(s) and adhere to all City, Broward County, and state traffic and driving laws. Drivers must wear a company uniform and name tag.

- The proposer will communicate any problems or requests to the City through the City's Parking Manager or designee.

- The proposer will have the right to suspend operation of the vehicles without penalty in the case of extreme weather with written notification to the City.

- The term of the Program shall be for up to three (3) years from contract execution.

- Vehicle maintenance and charging must be performed by the proposer.

- Proposer is responsible for ensuring that drivers and all passengers on board vehicles are in compliance with all federal, state or local regulations governing the operation of a vehicle on public or private streets.

- Proposer shall be responsible for the cleanliness of the interior and the exterior of the vehicles.

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

6. Advertising:
   Subject to City's prior written consent, advertising within and/or outside of vehicles for area businesses may be permitted and is encouraged to off-set operational costs, if in accordance with all City ordinances, policies and procedures, as applicable.

7. Cost of the Program to the City:
   The selected proposer shall ensure any fees to be charged to the City for the Program are outlined in the agreement. Fees that are not outlined in the agreement will not be accepted. All fees shall remain firm for the contract period. Any escalation in pricing thereafter will be subject to approval by the City in its sole discretion.

8. Selected Proposer's Responsibility:
   - The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposals.

   - The selected Proposer shall be responsible for obtaining all necessary permits for charging stations (City may be willing to provide charging stations for use by Proposer, possibly for a fee) and be in in compliance with all applicable Federal, State, and Local regulations pertaining to the services as specified or required.

   - The selected Proposer will be responsible for securing its own office space, if applicable.

   - The selected Proposer will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to charging, maintenance, registration, storage and insurance.

Tentative Hours of Operation (hours to be determined depending on hours of operation of area restaurants/bars and demand for services):

Days of the Week	Time Schedule
Sunday	10am - 8pm
Monday - Thursday	10am - 8pm
Friday - Saturday	10am - 11pm

Note: the City is willing to modify service hours based on input from proposers as a result of area assessment performed by proposers, for area establishments and other factors.

B. Tasks/Deliverables

1. On-Demand electric vehicles (i.e. golf cart type vehicles) must hold a minimum of 5 passengers (not including the driver).

2. No driver of a golf cart vehicle regulated under this article shall:

- Operate a golf cart without a valid driver's license;
- Solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoying any person or obstructing the movement of any persons, or following any person for the purpose of soliciting patronage;
- Operate a golf cart (or other electric vehicle type) while carrying a number of passengers that exceeds the number of passengers the seats were designed to accommodate;
- Permit a passenger to stand in golf cart while the vehicle is in motion;
- Collect fares for the golf cart service;
- Solicit business for any hotel or attempt to divert patronage from one hotel to another; engage in selling alcoholic beverages or solicit business for any house of ill repute or use the pedicab or low-speed vehicle for any purpose other than the transporting of passengers;
- Sit, sleep, loiter or permit others to sit, sleep or loiter within the passenger compartment of a golf cart while parked on a public street;
- Use indecent or profane language, be guilty of loud or boisterous talking, shouting or disorderly conduct or vex or annoy any passenger or any other person;
- Use intoxicants either immediately before or while on duty or use controlled substances at any time;
- Operate a golf cart on streets designated as state roads or on routes deemed restricted by the city. Vehicles shall operate only on streets where the posted speed limit is 35 miles per hour or less.
- Demand from a passenger a fare for on demand golf cart.
- Operate a golf cart so as to impede the flow of pedestrians;
- Operate a golf cart in a manner that results in damage to public property;
- Operate a golf cart on or within a designated park or on a sidewalk.
- Leave any golf cart unattended at any time except to perform such duties as required to service passengers;
- Permit a passenger or anyone to sit anywhere other than the passenger seat within the golf cart;
- Create, or materially contribute to, a parking problem or traffic congestion as a result of operation of the golf cart;
- Comply with all applicable state traffic laws including, but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as same may be amended from time to time;
- Obstruct other vehicular traffic by unnecessarily weaving or changing lanes of travel;
- Operate, maneuver, incline, spin, tilt, tip, slope or position a golf cart in any manner that would unnecessarily place a passenger in any position other than seated upright;
- Allow either the driver or any other passenger or occupant of the golf cart to

drink or consume alcoholic beverages or to possess an open container of alcoholic beverages;

- Refuse or neglect to transport to any place in the assigned service area any orderly person who is requesting service regardless of race, sex, religion, color, national origin, age or physical disability Drivers may refuse service to any person who is disorderly, or to any person who causes a driver to have a reasonable apprehension of fear for his or her safety.

C. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

Criteria	Point Range
1. Criteria **Experience and Expertise** **• Previous related work experience and qualifications in the subject area of personnel assigned.** **• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.**	0-25
2. References **• History and performance of firm/project team on similar projects.** **• References and recommendations from previous clients.**	0-20
3. Resources and Methodology **• Adequacy of amount of quality resources assigned to the project.** **• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.** **• Financial resources.**	0-30
4. Cost **• Including the overall project-task budget, contributing revenue offsets and itemized cost breakdowns.**	0-25
Total: 100	

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company.

NOTE:
Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial Statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

SECTION II

Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

A. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR.** POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
2. **TIER 2 LOCAL VENDOR.** BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non- residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR.** POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City of Pompano Beach. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of a bid or proposal solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The city shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preferences follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.

2. For evaluation purposes, local vendors shall receive the following preferences:

a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five percent of total score.

b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half percent of total score.

3. It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure that all requirements are met before execution of a contract.

B. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:
Include a clear identification of the material by section and by page.

Letter of Transmittal:
Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be

authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Must include Proposers discuss their familiarity with the parameters of this grant, included herein as **Attachment B**. Please limit this section to two pages.

Vehicles/Resources:
Proposers must include a narrative describing the nature and types of vehicles being proposed. Colored pictures of examples of proposed vehicle types must be included. Proposers must also discuss their access to additional vehicles as may be needed if service demand ramps up and any lead times to accommodate obtaining additional vehicles/staffing. Proposers must also discuss their planned process for hiring drivers and if open to making efforts to recruit qualified drivers locally from the City of Pompano Beach. Drivers must be or become familiar with the area amenities prior to start of service.

Service Area and Proposed Servicing Schedule:
Proposer must provide a discussion of their understanding of the proposed service area and servicing schedule, along with any recommendations. Proposers are encouraged to familiarize themselves with area restaurants located within the service area, as to their operations and operating hours. A discussion of such may be included in proposal.

Fees and Costs (include for up to 3 years):

- Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided.
- Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.
- Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services.
- Proposer shall provide sufficient detail to allow for an assessment of cost per hour of service as City is still finalizing required schedule for required service hours.
- Any revenues proposed by proposer to offset costs (i.e. advertising revenue) must also be included along with an accompanying explanation for how estimates were derived and how these amounts would be derived/allocated throughout the contract term.
- Proposer must include additional optional costs for any additional vehicles (i.e. per vehicle) requested to be added by City during the contract or option terms or for additional operating hours proposed to extend the service hours schedule or the need to add a larger vehicle is the ride share lot on Federal Highway is activated, if a larger vehicle is deemed necessary

The City is contemplating a Phase 2 component to its micro-transit program to include large vehicles (i.e. trolley) to transport patrons west on Atlantic Boulevard to the City's Cultural Center, the Isle Casino development (Powerline and Racetrack Road), Pompano Old Town and eventually into the planned Innovation District to be located in the quadrant from Atlantic Boulevard to MLK Blvd and between Dixie and I-95. Proposers should provide a narrative of any interest/capacity to provide for such services in the future and within what parameters/arrangements with the City, at a future time.

Schedule to become operational:
Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:
Submit a client reference list (within past five years) for at least three (3) references, including

name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. Include contract term, nature of services provided, nature and type of vehicles utilized, any revenues generated to offset operating costs and any net annual payments due by client to provider.

List any prior projects performed for the City of Pompano Beach.

Local Businesses:
Completed Local Business program forms, Exhibits A-D.
NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:
The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

Financial Information:

Must be marked "CONFIDENTIAL" and uploaded separately from proposal.

Proposers shall be financially solvent and appropriately capitalized to be able to service the City for the duration of the contract. Proposers shall provide a complete financial statement of the firm's most recent audited financial statements, indicating organization's financial condition and uploaded as a separate file titled "Financial Statements" to the Response Attachments tab in the eBid System.

Financial statements provided shall not be older than twelve)12) months prior to the date of filing this solicitation response. The financial statements are to be reviewed by an independent CPA and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date twelve (12) months or more prior to the date of submittals.

The City is a public agency subject to Chapter 119, Florida's Public Records Law and is required to provide the public with access to public records, however, financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure.

The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

A combination of two (2) or more of the following may substitute for audited financial statements:

1) Bank letters/statements for the period from December 1, 2019 through February 28, 2020.
2) Reviewed or Complied (by an independent CPA with signed letter included) Balance sheet and profit and loss statement (2019)
3) IRS tax returns for the last 2 years.

Covid-19: Proposers must provide a discussion of the impact that Covid-19 has had on their operations and their capacity to recover and carry out the services within this RFP successfully in 2021.

C. Insurance Requirements

PROPOSER shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

PROPOSER is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by PROPOSER, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by PROPOSER under this Agreement.

Throughout the term of this Agreement, PROPOSER and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which PROPOSER is obligated to pay compensation to employees engaged in the performance of the work. PROPOSER further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from PROPOSER's negligent acts or omissions in connection with PROPOSER's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance			**Limits of Liability**	
GENERAL LIABILITY: * Policy to be written on a claims occurrence basis			Per Occurrence	Aggregate
			$1,000,000	$2,000,000
XX	comprehensive form	bodily injury and property damage		
XX	premises - operations	bodily injury and property damage		
XX	explosion & collapse hazard			
XX	underground hazard			
XX	products/completed operations hazard	bodily injury and property damage combined		
XX	contractual insurance	bodily injury and property damage combined		
XX	broad form property damage	bodily injury and property damage combined		
XX	independent contractors personal injury			
XX	personal injury			
__	CG2010	ongoing operations (or its' equivalent)		
__	CG 2037	completed operations (or its' equivalent)		
XX	sexual abuse/molestation			
	Minimum $1,000,000 Per Occurrence and Aggregate			

AUTOMOBILE LIABILITY:
Minimum $1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY
* Policy to be written on a claims occurrence basis comprehensive form
Agent must show proof they have this coverage.

EXCESS / UMBRELLA LIABILITY * Policy to be written on a claims occurrence basis		Per Occurrence	Aggregate
XX excess/umbrella	bodily injury and property damage combined	$5,000,000	$5,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims made basis		
-- professional liability	$1,000,000	$1,000,000

---

(3) If Professional Liability insurance is required, PROPOSER agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims made basis		
-- environmental/pollution liability	$1,000,000	$1,000,000

CYBER LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims occurrence basis		
	$1,000,000	$1,000,000

__Network Security / Privacy Liability
__Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
__Technology Products E&O - $1,000,000 (only applicable for vendors supplying technology related services and or products)
__Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

C. Employer's Liability. PROPOSER and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the PROPOSER, the PROPOSER shall promptly provide the following:
(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. PROPOSER hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PROPOSER shall notify the insurer and request the

policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should PROPOSER enter into such an agreement on a pre-loss basis.

D. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

E. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

F. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of

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 or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;

d. 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; and

e. 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.

G. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

H. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

I. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

J. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

K. Contract Terms

The contract resulting from this Solicitation shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this Solicitation document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

L. Waiver

It is agreed that no waiver or modification of the contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

M. Survivorship Rights

This contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

N. Termination

The contract resulting from this Solicitation may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this Solicitation for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

O. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

P. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than one hundred twenty (120) days from the closing date of this solicitation.

Q. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted

electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this solicitation as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

R. Standard Provisions

1. Governing Law

Any agreement resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218,

payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

i. Keep and maintain public records required by the City in order to perform the service;

ii. Upon request from the City's custodian of public records, provide the City with a copy of 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 or as otherwise provided by law;

iii. 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; and

iv. 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.

b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

Questions and Communication

All questions regarding the Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect.

Addenda will be posted to the solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the solicitation in the eBid System.

Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

DocuSign Envelope ID: 59D5D1D9-8F0F-4B3C-9FD6-C3E7931A4FEF

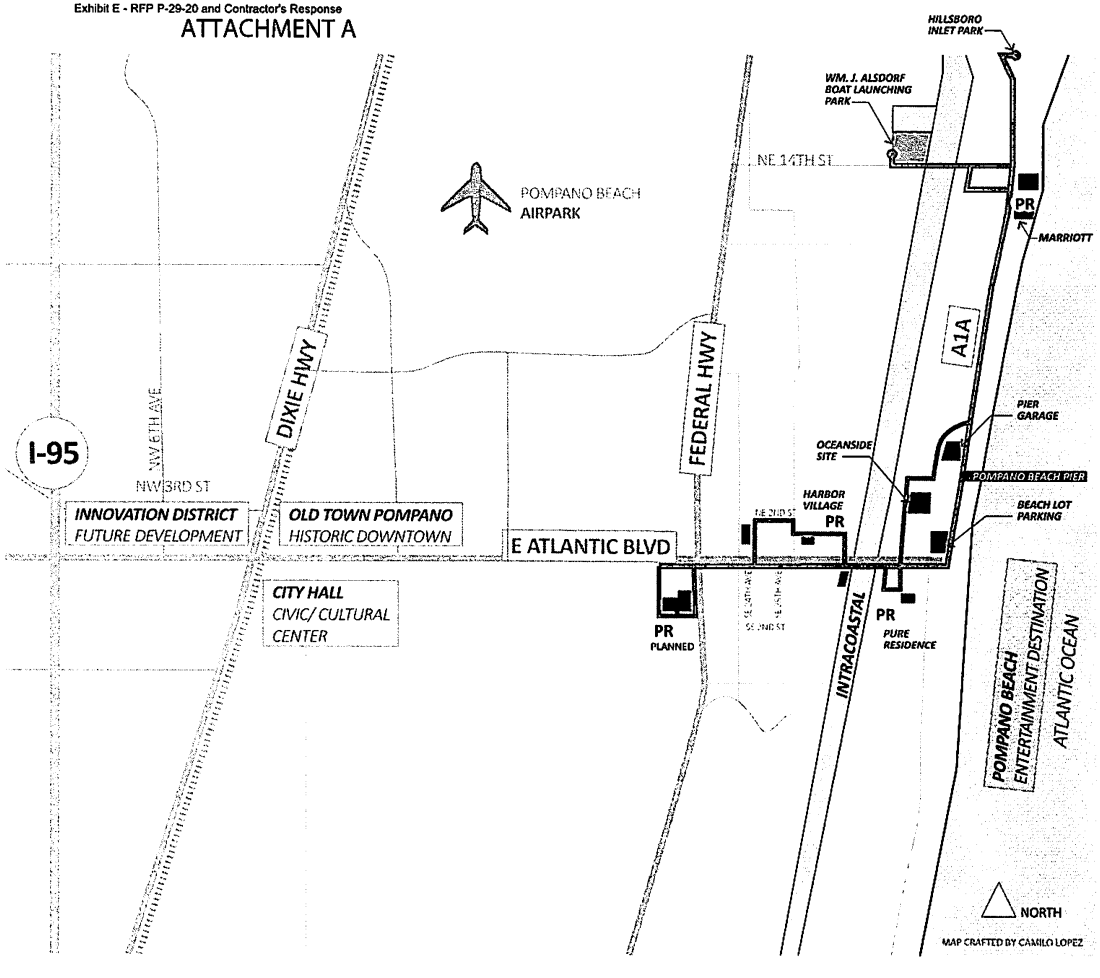
ATTACHMENT A

POMPANO BEACH CRA

PROPOSED TRANSIT ROUTE AND STOPS FOR PARK & RIDE SYSTEM

MAP KEY

- GOLF CART ROUTE
- PR — PARK & RIDE HUB
- PARKING AREA
- WORK/ PLAY AREA



Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:	088774
446659-1-84-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:		Vendor Number:	-
Contract Number:	Federal Award Date:			
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.012				
CSFA Title: Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and _____, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for three years of operating a community transit circulator service, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   __ **Aviation**
   __ **Seaports**
   X **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   __ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
   __ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 29, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

      Unless terminated earlier, work on the Project shall commence no later than the__day of__, or within_days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

a. The estimated total cost of the Project is $_____This amount is based upon **Exhibit "B", Schedule of Financial Assistance.** The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $_____and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

   If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

   A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. X If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. X Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. **Contracts of the Agency:**

    a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

    b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

    c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

    d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

   "To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Pompano Beach

By:_____

Name:_____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): funding for three years of operating a community transit circulator service

B. Project Location (limits, city, county, map): City of Pompano Beach/Pompano Beach, FL/Broward

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The City's objective in developing its new transit program is to improve and expand transit services and ultimately relieve congestion on a major roadways.

The City is also proposing to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence for transport to and from area restaurants and other amenities.

"Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): public transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446659-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development	$
	LF						$
		Total Financial Assistance					$

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$0	$0	$0	$0
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$0***	***$0***	***$0***	***$0***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___Monthly
_X_ Quarterly
___Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne A. Pietrowski
Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.

2. **Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. **Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. **Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. **Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. **Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. **Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

   a) An evaluation of the attainment of the goals and objectives.

   b) The reasons any of the goals were not met.

   c) The benefit accrued by the Agency.

   d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $0

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Public Questions & Answers

Event Information

Number:	P-29-20 Addendum 1
Title:	Micro-Transit Transportation Services
Type:	Request for Proposals
Issue Date:	8/10/2020
Question Deadline:	9/10/2020 05:00 PM (ET)
Response Deadline:	9/17/2020 02:00 PM (ET)
Notes:	**The City of Pompano Beach (the "City") is seeking proposals from qualified firms to provide Micro-transit Transportation Services to the City for beach area workers (i.e. restaurants, hotels etc.), residents and visitors along the proposed route, days and times as outlined in the scope of services defined herein.**

The City will receive sealed proposals until **2:00 P.M. (local)**, **September 17, 2020**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/ CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a virtual public forum.

Published Questions

Question	1) What does success look like i.e. how many people does the city want to ride the golf carts on a daily/monthly basis? 2) Similarly, how will the city judge if congestion is down? 3) How would the vehicle advertising approval process work? What would it entail, are there already thought of parameters? 4) Where would the charging stations be allowed? 5) Pg 14 states: "Local Businesses: Completed Local Business program forms, Exhibits A-D. NOTE: Form B must be signed by a representative of the subcontractor, NOT of the Prime." - Is this referring to something we sign post-award? Or Is Form B anything we need to sign before? 6) Where would the vehicles be parked over night? (Garage?)
Answer	1)As this is a new service to the community we hope to fully utilize the NEV's during the schedule provided within the Bid Package 2)We hope to fully evaluate congestion reduction through reporting provided by the operator as well as increased parking demand in our park and ride locations. The awarded provider will work closely with city staff to monitor demand. 3)The city will reserve the right to approve or disapprove any advertising on these vehicles. Prospective advertisers might be local business, restaurants, service providers, etc. 4)It is expected the these vehicles initially be charged and stored in the Pier Garage 5)Form B is a Letter of Intent required from each local vendor that will participate in the contract. If the Prime intends to use sub-contractors this would need to be signed by that contractor and not the Prime. This is explained on page 12 6)Please see answer to question #4
Asked	9/10/2020 04:37 PM (ET)

Question	Does the city have any specific requirements, expectations, or grading metrics regarding vendor experience? (e.g., total number of previous pilots, fleet size or ridership associated with prior pilots)
Answer	Please refer to Page 8 (C) Selection/Evaluation Process Criteria for evaluation grading. Addendum #1 requests information on how many vehicles could be removed from city roadways on a daily basis to include any authoritative sources of information to be included in your Letter of Transmittal.
Asked	9/9/2020 11:43 AM (ET)

Question	What amount of money will the City seek from an FDOT grant to support this service? How much FDOT funding does the City anticipate securing?
Answer	The amount the City is seeking and/or anticipating securing is not public record at this time.
Asked	8/25/2020 02:26 PM (ET)

Question	To clarify, we are interested to know if the City will consider proposals from companies using vehicles other than golf carts. Is the City interested in proposals that recommend other vehicles, such as minivans, rather than golf carts?
Answer	The City is interested in insuring that whatever vehicle is proposed will provide the services required in the solicitation.
Asked	8/25/2020 02:25 PM (ET)

Question	To clarify, we understand the Contractor will be responsible for providing all drivers. We are interested to know if the City is open to using independent contractors for this service (all of whom would be screened, trained, and onboarded by the Contractor). Is the City open to proposals that recommend the use of independent contractor drivers for this service?
Answer	The City will be entering into a single contract with a provider. It is expected that that provider will be hiring the drivers and that arrangement is between the provider and the drivers, noting that the RFP requires that the provider complies with certain parameters as it relates to those drivers.
Asked	8/25/2020 02:23 PM (ET)

Question	General (Cont.) - Will the City respond to questions on a rolling basis? We are eager to begin developing our response, but several of the questions we have posed above are central to our ability to begin work. If possible, we will appreciate answers to our questions as soon as possible.
Answer	Yes
Asked	8/20/2020 02:40 PM (ET)

Question	Service Model (Cont.) - Is the City open to working with independent contractor drivers, provided these drivers meet all requirements listed in the RFP? Using contractor drivers allows for more flexibility in the scaling up and down of shift hours to match demand throughout the day. This operating efficiency generally reduces deadhead hours, reducing the costs for City. General - Can the City share its total and annual budget for this procurement? Providing Offerers with a clear estimate of the budget will benefit the public by allowing for the most competitive procurement process, as Offerers will compete to provide the greatest value for the Administration's money. - Does the City have a target launch date for this service?
Answer	The City will be entering into a single contract with a provider. It is expected that that provider will be hiring the drivers and that arrangement is between the provider and the drivers, noting that the RFP requires that the provider complies with certain parameters as it relates to those drivers. The City's objective is to hear from proposers as to their proposed program and their budgets, to include any advertising revenue arrangements etc. Once proposals are received, this will allow the City to determine its required contribution. The RFP indicates a preliminary target date of February or March 2021.
Asked	8/20/2020 02:40 PM (ET)

Question	Hello, Via read Pompano Beach's RFP with great interest, and we are eager to learn more about the City's objectives with its Micro-Transit service. Vehicles - Is the City interested in proposals that recommend alternatives to NEVs or golf carts (e.g., minivans)? - Would the City consider proposals recommending non-electric vehicles? To our knowledge, ADA accessible vehicles meeting the City's requirements are not available on the market. Service Model - Can the City clarify its intended service model? Does "golf cart route" in Attachment A describe a zone where vehicles will offer on-demand, point to point service, or are vehicles expected to follow this fixed route?
Answer	To Clarify the vehicle must have a luggage or other way to carry a wheelchair, walker or other. Providers are expected to provide an on demand App and if space is available on a vehicle, a patron may flag them down too along the designated route.
Asked	8/20/2020 02:39 PM (ET)

pompano beach
Florida's Warmest Welcome

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

August 26, 2020

ADDENDUM #1
RFP P-29-20

MICRO-TRANSIT TRANSPORTATION SERVICES

To Whom It May Concern,

Please note additional information requested in your Letter of Transmittal:

In order to meet the City's objective to reduce traffic and congestion and get people to leave their cars at home, please include a brief discussion in your Letter of Transmittal as to how many cars you estimate the City would be able to take off the road on a daily basis. This should be based on the best-case scenario of a 5-passenger vehicle (not including the driver) and a maximum number of anticipated runs along the service route. Please include any authoritative source of information used for your prediction, such as case studies or past performance records

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jill Klaskin Press, CPPO
Purchasing Supervisor

cc: website

Pre-Presentation Question Responses

Request for Proposals - P-29-20

Micro-Transit Transportation Services

Prepared for:

City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Date: October 30, 2020

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

CIRCUIT

Question 1 - *Please advise if the costs in your proposal were for just 1 year or for all 3 years as requested in the RFP. Please provide or restate your schedule of all-inclusive costs for Year 1, 2 and 3. Ensure line items are detailed. Indicate how many types of vehicles are included in the amounts stated (include per hour cost with driver). Also ensure breakout for marketing/outreach is shown*

Circuit's costs are all-inclusive and are built for scale and flexibility. Below, please find a more detailed breakdown of Circuit Proposed Services (3 Cars Total: 2 GEM E6 + 1 ADA Vehicle). Circuit has also offered a guaranteed ad-revenue to discount these programs.

- **Table 1** - Circuit's detailed breakdown of costs for proposed 3 car plan for years 1-3. This includes guaranteed revenues, as well as additional projected ad revenues.
- **Table 2** - Circuit's detailed breakdown of costs considering "Growth", adding 2 cars in year 2 and a 6th car in year 3.
- **Table 3**- Additional marketing, outreach and PR services included with all options.

Table 1

Cost Breakdown - Proposed Option 1 (2 GEM E6, 1 GEM ADA)				
	Year 1 3 Cars Total	**Year 2** 3 Cars Total	**Year 3** 3 Cars Total	**Description**
Gross Cost: All-Inclusive Vehicle Operating Costs 2 GEM E6 Vehicles + 1 ADA Vehicle	$210,257	$214,257	$218,465	Cost Includes 2 GEM E6 Vehicles, 1 GEM ADA Accessible Vehicle, Insurance, Maintenance, Drivers, Shift Managers, Circuit App, Regular Data Reports, Customer Service, Interior iPads. Based on 76 Hrs/Week
Guaranteed Advertising Revenues	-$20,000	-$20,000	-$20,000	Circuit will guarantee first $20,000/year in City Share of Ad Revenue
Proposed Cost	**$190,257**	**$194,361**	**$198,465**	Gross Cost - Guaranteed Ad Revenue
Proposed Cost (Per Vehicle Hour)	$22.17	$22.65	$23.12	Proposed Cost/Car/Service Hour. ADA car running part-time.
Projected Total Ad Revenue to City	*$35,350*	*$48,025*	*$73,375*	The advertising rev-share is flexible and can be negotiated with the city.
Note: "Maximum Cost" means the total cost of the program, minus the Guaranteed Ad Revenue, not including additional forecasted Ad Revenue Share Projected Total Ad Revenue to City - Calculated as guaranteed ad revenue PLUS 50% of additional projected ad revenues. This breakdown is negotiable and will be discussed with City of Pompano Circuit is able to add additional vehicles, from other South Florida Markets within 48 hrs. Additional Car Costs for events = $25/car/service hour + shipping.				

CIRCUIT

Table 2

Cost Breakdown - Proposed Option + Growth (2 GEM E6, 1 GEM ADA, adding cars every year)				
	Year 1 3 Cars Total	**Year 2** 5 Cars Total	**Year 3** 6 Cars Total	**Description**
Gross Cost: All-Inclusive Vehicle Operating Costs Year 1 - 2 GEM E6 Vehicles + 1 ADA Vehicle Year 2 - 4 GEM E6 Vehicles + 1 ADA Vehicle Year 3 - 5 GEM E6 Vehicles + 1 ADA Vehicle	$210, 257	$438,721	$548,402	Cost Includes Vehicles, Insurance, Maintenance, Drivers, Shift Managers, Circuit App, Custom Pompano Location, Regular Data Reports, Customer Service, Driver Phones, Driver Uniforms, Interior iPads. Based on 76 Hrs/Week
Guaranteed Advertising Revenues	-$20,000	-$40,000	-$70,000	Circuit will guarantee in City Share of Ad Revenue
Proposed Cost	**$190,257**	**$398,721**	**$478,402**	Gross Cost - Guaranteed Ad Revenue
Proposed Cost (Per Vehicle Hour)	$22.17	$22.65	$23.12	Net Cost/Car/Service Hour including discount from guaranteed ad revenue
Projected Total Ad Revenue to City	*$48,025*	*$88,250*	*$181,250*	*The advertising rev-share is flexible and can be negotiated with the city.*

Table 3

Marketing, PR and Outreach Services - Included with All Options				
	Year 1	**Year 2**	**Year 3**	
Digital Flyers, Pompano Page on Circuit Website	Included	Included	Included	Creation of Pompano digital assets, website landing page, flyers, cards
Printed Info-Cards, Flyers at Local Businesses	Included	Included	Included	Printed info cards for drivers to hand out, Flyers to be distributed to local businesses, banners for local events
Coordinated Ribbon Cutting, Press Release and PR Outreach	Included	Included	Included	Circuit will coordinate a ribbon cutting, setup cars, invite press, and formulate press release with the City's team
Event Marketing Services	Included	Included	Included	Regular help and exposure at local events including Green Market, Feeding South Florida, Pompano Chamber Events, Pompano Arts, Beach Cleanups, Community Meetings, etc.
National Customer Service Team	Included	Included	Included	Daily monitoring and responses to User comments, App reviews, email messages, phone calls, etc.
Weekly Social Media Posts	Included	Included	Included	Circuit handles content creation and posting, able to share Pompano specific events, initiatives
Monthly Email Blast Newsletters	Included	Included	Included	Newsletters to lists of Pompano Riders, Fort Lauderdale, Hollywood Riders, South Florida Business Contacts

CIRCUIT

2 Vehicle Wraps with Pompano/Circuit Branding	Included	Included	Included	Full Wraps, starting with Co-Branding to explain the service
Video Ads in Cars in Ft Lauderdale, Hollywood	Included	Included	Included	Video ads in all cars running in Fort Lauderdale and on app in Hollywood, announcing the new service.
Initial Wrapping of Vehicles	Included	Included	Included	Circuit/Pompano Co-Branded Vehicle Wraps

Example of Potential Pompano Beach Vehicle

Examples of Past Marketing Efforts and Outreach

Wrapped San Diego Vehicle

Service Info Sheets

Hollywood Commissioners Sun Shuttle Intro Video & Sun Shuttle Page on the Circuit Website

Ribbon Cutting, Local Press and Involvement with 511NYRideshare

511NYRideshare

news12 WESTCHESTER

Free, on-demand shuttle service announced for New Rochelle downtown area

Local Beach Clean Up Events

Feeding South Florida Delivery Partnership

CIRCUIT

Question 2 - *For vehicle purchases, will the cost be charged to the City in year 1 or amortized over the term of the contract (i.e. 3 years)?*

Circuit will amortize the cost of vehicles over 5 years, no matter the length of the contract. With our footprint in South Florida and elsewhere, we're able to use cars in other markets, so we don't charge the city for the cost of the vehicles if they're not in operation. All of our costs include the cost of the vehicles.

Additionally, and as we have done in Hollywood, FL, we will be willing to add more vehicles during busy months and reduce vehicles during off-season months without charging additional carrying costs for the extra vehicles not being used depending on the season.

Question 3 - *For any estimated annual advertising revenue, please restate your estimates and indicate if any amount is guaranteed by your firm annually. Do you expect to wrap "Every" vehicle with advertising?*

Circuit's team hopes to work with the city to negotiate and create an advertising revenue plan that best suits the needs of the project. Below, please find a breakdown of the advertising estimates proposed in Circuit's response. Please note, that all of this is negotiable. **We will guarantee $20,000 in ad revenue, before a revenue split, but can be flexible with this amount.**

We will wrap the number of vehicles that the City would like to have wrapped. Included in the breakdown below is a 35% vacancy rate for when vehicles are not wrapped with ads. As we did in Hollywood, FL, we will propose branding the vehicles with Pompano Beach-specific branding as part of the launch of the program, during the first few weeks, and in between advertising commitments.

We can also rotate back-panel branding with local events and causes and we are willing to offer the City and local businesses listings on the iPad displays and in our monthly newsletters at no additional costs. In addition to exterior wraps, Circuit also works to promote local businesses wherever possible.

In the past 6 weeks, Circuit introduced Circuit Connect, an on-demand smart-spot approach. This approach can be used with the City and local businesses for planned pickup/drop-off spots and can also be used as a sponsorship tool for local businesses.

When advertising is sold, Circuit will always maintain some Pompano-specific branding on the cars.

CIRCUIT

Advertising Estimates (for proposed 3 car service)			
	Conservative Case Estimates	**Conservative Case Estimates (Proposed)**	**Example Case Estimates**
Total Cars	2	3	3
(E) Rates Per Car Per 4-Weeks *	$3,000	$3,000	$5,000
Total 4-week Flights Per Year	13	13	13
Vacancy Rate (ads not sold)	35%	35%	35%
Expected Revenue	$50,700	$76,050	$126,750
Guaranteed Revenues	**$20,000**	**$20,000**	**$20,000**
Proposed Revenue Share (Negotiable)	50%	50%	50%
(E) City Portion of Ad Revenues	**$35,350**	**$48,025**	**$73,375**

* Circuit has seen rates in Hollywood and Ft Lauderdale vary from $2000/car/4-weeks to $9000/car/4-weeks. The quote represents a conservative estimate. This accounts for the ADA vehicle with less branding.
** All of the above is negotiable, including guaranteed revenues, and Circuit hopes to work with the City to create a mutually beneficial plan.
*** 3 car options includes 2 GEM E6s and 1 GEM E6 that's ADA accessible
**** Estimates do not include rider fare revenues (optional), paid/sponsored "Smart Spots", Digital Revenues via app and video ads.

Question 4 - *Is there anything the City can do to further reduce your proposed cost to operate?*

Circuit can reduce costs and also find ways to increase revenues as a way to reduce net costs.

Cost Savings Opportunities:

- Parking/Charging - If the City is able to offer parking and charging spaces for the vehicles, Circuit can reduce costs by approx $2,400/car/year
- Service Hour Adjustments - Circuit can start the service with fewer days, hours and expand as a way to reduce overall costs for the years. Similarly, Circuit can modify hours, for i.e., to run Thursday-Sunday only during the summer. This is all adjustable and can be negotiated with the city.
- PPE - If the City is able to provide PPE, cleaning supplies and equipment via potential Cares funding, Circuit can reduce costs by approximately $150/month.

Revenue Generation Opportunities (to reduce Net Costs):

- Advertising Revenue on the exterior of the vehicles, procured from local and national partners (as more fully detailed above).
- Advertising Revenue Before, During and After the Rde - These services can be offered for free

CIRCUIT

or sold to local businesses. Examples include social media posts, interior video ads, directory listings, email newsletters, or (optional) sponsored pickup/drop-off spots.

- Fare Based or Pay What You Want (this feature is confidential) - Circuit has the ability to turn on a fare-based version of the app at any fare at any time to generate revenues from riders and reduce net Costs
- Grant Writing - Circuit's dedicated transit development team has experience measuring impact, building case studies and can assist in writing grants at local, state and federal levels.

Question 5 - *What kind of marketing materials will you produce as part of your service on an ongoing basis and how might you convince businesses to help market the service?*

Circuit will utilize its national marketing team, local user base and network of PR contacts to ensure the service is heavily marketed. Generating ridership has never been a problem for its services and Circuit will market to riders on an ongoing basis. Additionally, Circuit's team will manage rider feedback, driver ratings, survey customers and measure the impact of the service; delivering comprehensive case studies focused on the impact of the program. These metrics will include Job Creation, Local Business & Economic development and GHG Emissions saved. These tools will be used to not only market to riders, but market the impact of the services to the region and nationally. *Additional marketing services are outlined in response to Question 1 Above.*

As it has done in other areas, Circuit will be closely involved with the local business community and encourage local economic development. Businesses want traffic, and we want riders, so there is a natural synergy that takes place. Circuit will promote local businesses in exchange for promotion. Cross-promotion activities have included driver dinners, in exchange for word of mouth, promotion on social media accounts, offering video ads in the cars in exchange for posted flyers, and many other methods to encourage the mobility and activity of commerce around the community.

Ribbon Cutting and PR event at Launch - Circuit has seen great success with ribbon cuttings and announcements. A strategic opening, soft launch, announcement and roll out allows the team to generate excitement, attention, press, and most importantly ridership. Ridership then leads to word of mouth and a growing user base.

Local Events & Organizations - As it has done in other areas, Circuit will be involved with local organizations and events such as Green Market, Feeding South Florida, The Pompano Chamber, Pompano Beach Arts, Beach Cleanups, Pompano Community Meeting, etc.

Boots on the Ground - The service and local teams are the best way to market the service. By self-branding the cars and putting the vehicles in highly trafficked locations, Circuit's Driver/ Ambassadors can educate users about the service and show residents and visitors how to use the app.

CIRCUIT

Getting Businesses to Market the Service - Businesses like letting their customers know they do not need to drive to get there. We have been successful in getting businesses to post flyers, handout info cards, cross-promote over social media, directory listings and email, and spread the word. We also have an option to have businesses sponsor "Smart Spots" if that approach is taken by the City, and will plan to join the Pompano Beach Chamber of Commerce and participate at local events.

Social Media - Circuit will regularly post, boost and advertising on Facebook, Instagram, Linkedin and Youtube. In addition to its followers, Circuit also has a network of 60K+ past riders in South Florida, allowing it to build targeted look-alike audiences for Social Media Campaigns. This can be aided by geo-targeting the region.

Email marketing - Leveraging its database of over 15,000 email addresses in South Florida, Circuit will send an announcement to nearby customers.

Case Studies & PR Outreach - Impact and reach

- Example Case Study for Hollywood Florida available here.
- Example - San Diego Case Studies lead to earned media, press & awards
  - Fast Company - *"How this electric vehicle ride-share company won the trust of cities without 'disrupting' them."*
  - San Diego - Smart City on National CBS Morning News available here.

Additional Examples of Ongoing Marketing Efforts

CIRCUIT

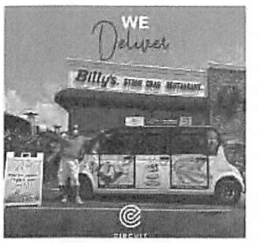
Cross-Promotion

Interior Video Ads with Photo Booths to Encourage Sharing

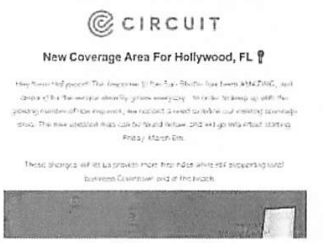
Official Sponsor 2020 Mobility Week

Discover the Palm Beaches

Deliveries



Email Newsletter and Updates



Question 6 - *How will you promote the service to residents? What outreach means will you utilize?*

Circuit will use all of the marketing and outreach methods outlined in response to Questions 1 and 5. This will include all of the following, but not limited to:

- Branding on vehicles
- Design Services
- Production and distribution of marketing materials
- Ribbon Cutting Event
- Press Release
- PR Outreach
- Appearances and involvement in local events
- Boots-on-the ground marketing
- Flyers to local businesses
- Email marketing
- Social media
- Paid online advertising
- Homeowner and Condo Associations
- Local Developers

We would look to join, partner and provide marketing assets to the following local organizations: the Greater Pompano Beach Chamber of Commerce, Pompano Beach Cultural Affairs Department, Pompano Beach Historical Society, Pompano Beach CRA.

Question 7 - *How do you anticipate managing flag downs to ensure abrupt stops are not made in traffic to ensure the safety and welfare of the public?*

Circuit has over 10 years of experience managing flag down rides and the success of this is heavily impacted by driver training and ongoing management. The drivers control the experience as a whole

CIRCUIT

but also the vehicle in traffic. By hiring locally, unlike TNCs, our drivers are familiar with our coverage areas and understand the safest and best ways to pull over. We have in depth management systems and training processes that hold our staff accountable for these situations. We can also provide guidance to the public in our marketing mentioned above about the best way to flag down a vehicle so both sides are working to ensure the safety of all.

Flag downs have been a great way to market the service, but over time most users prefer using the app. Our drivers educate flag-down riders on how to use the on-demand features. Also, Circuit has built in a feature in its driver app to track flag downs. This allows us to capture the details of these rides even if someone accesses the service via a flag down. Circuit can also integrate Circuit Connect's "Smart Spot" approach, requiring users to only get picked up or dropped off at predetermined stops.

Question 8 - *A handful of residents have inferred that the electric golf carts are nuisances on the road for traffic (as well as having the potential to cause accidents), especially at a speed of 25 mph when the speed on Atlantic and A1A is 35 mph. How do you respond to such criticism? Feel free to discuss your experience in other municipalities to date.*

Throughout the years, we have heard this periodically but generally we encounter far more support than negative feedback. The vehicles themselves are a slim design that creates more room on the roadways. Plus the system is designed to reduce congestion and therefore create a better experience on the roadways, especially for residents who need to use the roadways most often. For those drivers travelling above the posted speed limit, they may find it frustrating driving behind an electric vehicle driving at 25mph, but the ultimate impact of an electric vehicle is for the greater good of the community. We also train our drivers to never impede traffic and if they notice someone who is agitated or tailgating behind them, the driver will pull over. This way we relieve any frustration but also mitigate safety concerns as most are directly related to speed and/or tailgating.

https://visionzeronetwork.org/pioneering-study-affirms-vision-zero-focus-on-speed-management/

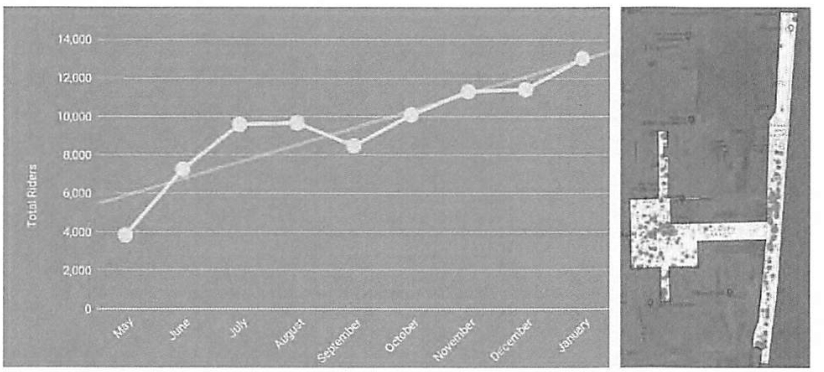
Example of tailgate with City of Hollywood Beach Police Department messaging

CIRCUIT

Question 9 - *What reports are you capable of providing to the City monthly or quarterly as to ridership and other relevant useful analysis information?*

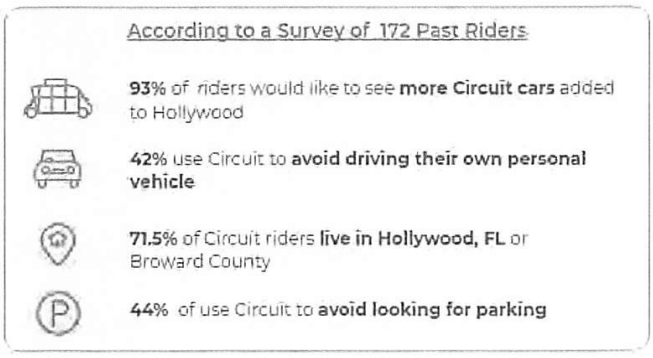
We capture a ton of data and utilize both internal and external systems and analytics tools to make sure the information generated can be most effectively utilized. We will provide complete ridership data reports in multiple formats. This will include a breakdown of ridership by method, person, time of day, where, including any possible data point on breaking that down. Then we can also provide answers to the question of WHY they are using, WHAT they like or do not like and much more through in-ride, in-person management conversations as well as rider surveys as appropriate. Having both the hard numbers and the anecdotal story is necessary to truly analyze and understand how the system is working. From there we have additional data on rider demographics, retention rates, insight into app behavior and data on how each user interacted with the app and what buttons they pressed every time they use the app. This is generally anonymous when aggregated, so the purpose is to find gaps, understand how people are using the service and make sure we are making both technology and operational decisions based on this. We also have advanced mapping technology where we can provide spatial mapping, filtered mapping movement by month, day, time, etc. Here we are also able to provide the City with an interactive dashboard with all of this information. Then you are able to open the data, filter parameters and also circle one area on the map, for example The Pier, and see exactly how many rides went to or from that circled area and where each of those rides went to or from.

Examples of Charts from past Data Reports

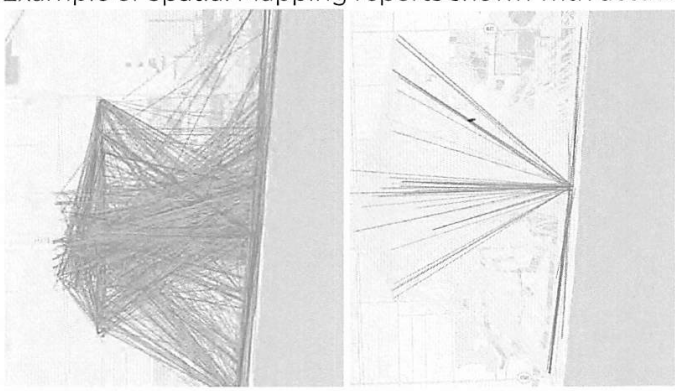


Example of Survey Responses

CIRCUIT



Example of Spatial Mapping reports shown with actual Hollywood, Fl data.



Question 10 - *If you are proposing running 2 GEM vehicles, do you anticipate these being enough so that they can retain their charges during the entire proposed daily scheduled hours and the vehicles would simply be charged overnight? Or do you need to stop and charge during the day?*

Our proposal includes running 2 GEM vehicles but we are adding a 3rd GEM vehicle at a minimal cost to the City for ADA use and to utilize if and when needed throughout the day. We do not anticipate needing to use it as a supplement to the 2 vehicles daily but there could be times when it is needed. This way we are able to ensure service as well as address ADA service while not having the City pay more for it. We are also able to offer Level 2 charging services so if a driver is taking a State required break, they are able to charge the vehicle and have a substantial impact on the battery levels.

Question 11 - *How many GEMs and passenger vans do you have within a reasonable distance to Pompano Beach in case the demand increases?*

We have 30 vehicles in Broward and Palm Beach counties that can be available the day-of and many more vehicles that are 1 - 5 days shipping away. This is the same with approved and trained drivers local to Broward County. Circuit also has immediate access to vans in the area, and has been in close contact with OEMs about new EV platforms and technologies that are becoming more readily available.

CIRCUIT

Question 12 - *Have you factored in the City providing charging stations in your proposal or will you be providing your own EV charging stations?*

Our proposal includes sourcing our own parking and charging locations within the service area. As mentioned above, any space or charging provided by the City would help to reduce the total cost.

Question 13 - *Do you anticipate having an office in Pompano Beach or do you not think it necessary?*

Since we have a manager and all driver ambassadors dedicated specifically to the Pompano Beach operation, an office would be ideal. We did not factor in the cost of a full office space in Pompano Beach but do account for a space for vehicles and driver checkin / checkout, etc. Considering the location of our existing operations, although it is not absolutely necessary for the Phase 1, 3 car operation to be successful, we would love to consider Pompano Beach as an opportunity to move out of our existing offices in Palm Beach and Broward counties and centralize the team in Pompano Beach. A specific Circuit operation in Pompano Beach would definitely help justify that move.

Question 14 - *The City would like to provide an "experience" for its residents by providing this service which makes it that much more important that you recruit drivers who are lively and entertaining in a professional way. Describe some of the qualities you look for in your drivers. Also, will the drivers be schooled in the history of Pompano Beach to be able to give a guided tour along the trip drive?*

Circuit Driver Ambassadors are just that, ambassadors to the City. The reason we have that name is truly because that is a cornerstone of our service. Through all of our training there are directly two themes that encompass all of our training, continued training and retention mechanisms, Safety and Customer Experience. We will look for only local Pompano Beach individuals who have a background in customer service. This comes in many forms but also specifically we focus part of our search on those with not only local knowledge of the area but with backgrounds in the hospitality or food and beverage industry. Driver Ambassadors need to be able to bring a positive attitude every day but also take the position of creating an experience for each rider that is specific to that rider. This not only includes creating a positive experience but diffusing situations instead of escalating.

Our local teams always look to engage with the communities we serve. We work directly with municipalities and various applicable departments such as cultural, neighborhood and business organizations, and stakeholders to get involved and craft a valuable program. In Santa Monica our team of Driver Ambassadors complete a program provided by Santa Monica Travel and Tourism called "I am Santa Monica". A free 3-hour interactive learning workshop and tour of Santa Monica has been designed specifically to inform and educate local employees about Santa Monica, with a focus on customer service and hospitality training. Trained individuals become "Official information Ambassadors" and are armed with a database of facts, figures, and "Did You Know" anecdotes about Santa Monica for use in customer interaction. In addition to building Driver Ambassadors, Circuit understands that communication with our riders is very important. We have effective communication methods including

CIRCUIT

our driver rating system and rider surveys.

Question 15 - *What do you think sets you apart from your competitors?*

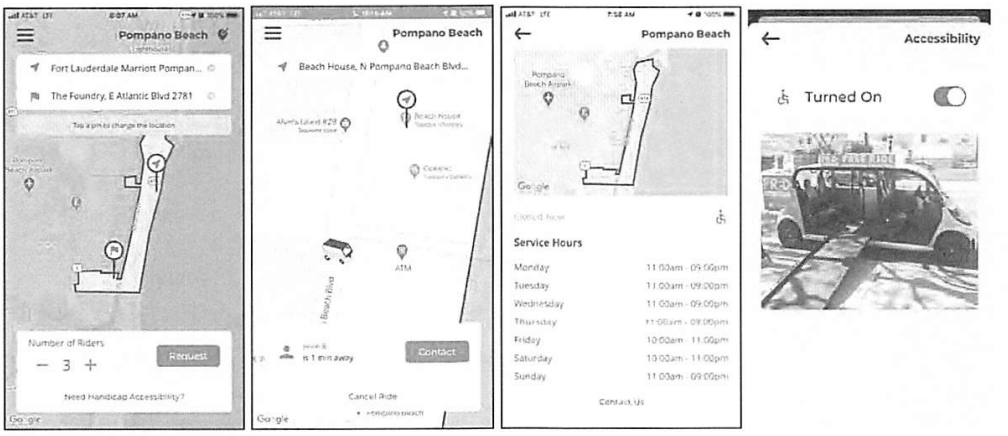
Circuit (formerly The Free Ride) was the first national business of this kind. Over the years, we have seen other competitors come and go, but we have maintained a strong first-mover advantage and have learned, improved and developed a number of new features over the years. Some key differentiating factors include:

Unique Broward Experience - Circuit is the first all-electric, last-mile shuttle service of its kind. In Broward county, Circuit has successfully run the Sun Shuttle in Hollywood, FL as well as an ad-supported operation in Fort Lauderdale. One of our Co-founders, Jason Bagley, is local to Fort Lauderdale and we have built a strong team in the area. The success in Hollywood is an example of how Circuit has been able to successfully run and operate this exact type of electric, micro-transit services. Our services started as a Beach Parking shuttle, and has expanded to a robust downtown transportation offering while aligning with the key goals of the RFP.

Pompano Discovery - In preparing our response to the RFP, Circuit was on the ground in Pompano Beach speaking with Businesses and Residents to get insights into real and perceived traffic, circulation and parking challenges.

Circuit also took things a step further, and ahead of this RFP setup and tested a new Pompano Beach Location on its app. The test location is adjustable, but has been prepared and discussed with local businesses and residents.

Actual screenshots of Pompano Beach location in the Circuit mobile app for testing



Professionalism and Customization - Circuit mitigates risks for clients and sets up programs for long-term success. This is because we do things right. We work closely with local stakeholders, focus heavily on training, executions and details. Our internal processes are robust and based on 10 years of experience running fleets of electric cars and teams of W2 Drivers. We are hands on with every location we are in and also, bring the internal process infrastructure of some of the largest transit providers

CIRCUIT

around. We believe that is the recipe for long term success complemented with consistent and extraordinary customer experience

National & Industry Experience - Along with local experience, Circuit has run similar services in NY, CA and Texas. The team is an Urban-X portfolio company, receiving an investment from BMW, was an AcceliCITY 2020 Finalist, a CivStart accelerator company and works with industry experts at groups such as CoMotion, Smart Cities NY, 20-20 Cities, etc. Circuit was also nominated as vendor of the year for its work with the Palm Beach County Convention Center, Gator Top 100 (as The Free Ride), Alonzo Award for Mobility and won a Clean Air NY award in October 2020.

Customer Service - Circuit's app ratings are greater than those of all major ride-share companies. This is due to constant improvements and customer service.

Technology

- Ride Hailing vs Ride Sharing - Circuit's proprietary app offers features such as pooled rides. This complex algorithm helps with efficiencies but also significantly reduces traffic on the road. Compared to competitors in the area, Circuit has seen its pooling algorithm lead to 30% higher ridership as a result of pooling trips. This is an essential feature for efficiencies and can be turned on and off as needed. This was initially turned off due to Covid, then Circuit added the feature back, so long as each group gets its own individually separated row.
- Circuit also has the ability to implement a Smart-Spot, on demand approach, as well as a fare-based model, if needed, to reduce costs .
- If needed, Circuit can also implement a fare-based model with a discount program. This can be done full time, during certain times, or can be optional - "Pay What You Want" (this feature is confidential).
- Circuit also has a proprietary in-ride media app that includes local video ads, information listings and "Car Cam" photo booths that allow users to take selfies and provide their email addresses.

Stability, Risk Mitigation and Dedication - Circuit has seen several of its competitors over-promise to partners. This has been the case where pilots are offered and then halted, costs are understated and then re-assessed, or the advertising demand in the market softens and the operations stop. Circuit prices and plans all of its operations for long-term success and has never been forced to renegotiate its costs with its City Partners.

Grant Writing - Circuit has a dedicated, experienced grant writer on its team. Circuit is constantly monitoring Grant opportunities and will ensure that the program in Pompano is tracking the appropriate, measurable impact so that it is best suited for potential grants. Circuit will aid the city in finding, preparing and applying for grants as it relates to this program. In August 2020, Circuit won a grant to run a pilot via the Los Angeles Cleantech Incubator

Covid Safety - Circuit has been running throughout the pandemic and has enacted numerous safety procedures. At the beginning of the pandemic, Circuit turned off pooled rides, required PPE for the drivers and riders, established a cleaning process that sanitizes the vehicles 3X/day, began COVID testing drivers regularly, and added partitions between the rows of the vehicles in Hollywood FL. More recently, Circuit was able to upgrade its pooling feature to ensure that pooled rides are only for groups of 2 or less and that everyone gets their own, partitioned rows.

Affiliations & Guidance - Circuit is affiliated with, in close contact with and/or has received an

CIRCUIT

investment from industry leading organizations such as: Urban-X Accelerator Program (BMW/MINi & Urban-Us), CivStart Accelerator, Leading Cities Foundation (2020 Accelicity Finalist), LACI.

Marketing/Press/PR - As noted above, Circuit has an expertise in marketing our service to riders as well as marketing the impact of our service press publications.

Local Support

Representative Chip LaMarca

Florida House of Representatives - District 93

☑ District Office
1827 NE 24th Street
Lighthouse Point, FL 33064
Phone: 954.784.4531
Fax: 954.784.4533

☐ Capitol Office
1401 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300
Phone: 850.717.5093

Chip.LaMarca@myfloridahouse.gov

September 18th, 2020

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue, Bldg C
Pompano Beach, FL 33060

Dear Mr. English and Members of the Pompano Beach City Commission,

I understand that Circuit Transit Inc. is applying for the City of Pompano Beach Request for Proposals P-29-20 for Micro-Transit Transportation Services.

Through my work representing our community I have met with Circuit's principals and am familiar with Circuit's operations in South Florida - West Palm Beach, Fort Lauderdale and Hollywood. Based on my understanding of the team and their services, I believe they are well positioned to deliver a successful program for the City of Pompano. Circuit's team has focused on jobs, safety and the communities it operates in. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems that many cities struggle with. I see great potential for their services to grow further in the South Florida region.

Thank you for your attention this matter and please feel free to contact me should you have any questions regarding my letter of support.

Sincerely,

Chip LaMarca
Florida State Representative - District 93

cc: Pompano Beach Mayor and City Commissioners

CIRCUIT

TITLE PAGE

Request for Proposals
P-29-20
for
Micro-Transit Transportation Services

Prepared for:

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Date: September 17, 2020

CIRCUIT

Prepared by: Circuit Transit Inc
777 S Flagler Dr
Suite 800 W
West Palm Beach, FL 33401

Name of Contact Person:
Alexander Esposito, CEO/Co-Founder
alex@ridecircuit.com | 516-446-8513

CIRCUIT

Table of Contents

Table of Contents 2

Letter of Transmittal 4

Vehicles/Resources 6
- Nature & Type of Vehicles 6
- ADA Service Vehicle 7
- Access to Additional Vehicles 8
- Vehicle Branding 8
- Storage & Charging 9

Process for Hiring Drivers 9
- Customer Service 11
- Driver Training 12

Service Area & Proposed Servicing Schedule 14
- Understanding of Proposed Service Area and Schedule & Local Research 14
- Recommendations 15
- Technology Testing 16
- Operational Approach 17

Fees and Costs 18
- Narrative of Proposed Approach 18
- Costs & Pricing -CONFIDENTIAL 19

Team/Staff 22
- Fleet 24

Technology 24
- Ride Request App 24
- Driver App 26
- Dashboard 26
- Data 27
- Additional Technology Features 28
- Accessibility Options 29

Marketing Plan 30
- Hyper-local Approach 32

CIRCUIT

Optional First/Last Mile Local Delivery Services 32
PARK & RIDE Connector Option 33

Cost Description 33
Revenues 34
Advertising - CONFIDENTIAL 34
Optional Low Fare Model - CONFIDENTIAL 36
Additional Optional Costs - CONFIDENTIAL 37

Phase 2 Component 37
All-Electric Vehicle - Passenger Van 38
Schedule to become operational 39
Overview 39
Detailed Schedule 40

References - CONFIDENTIAL. 46
Other Similar Partner Programs - CONFIDENTIAL 48
Other Programs - CONFIDENTIAL 49

Local Businesses 50

Litigation 50

Impact of Covid-19 50

Attachments 53
Case Studies 53
Hollywood, FL - Hollywood Sun Shuttle 54
San Diego, CA - Free Ride Everywhere Downtown 57
New Rochelle, NY - Circuit NR 62
Letters of Support 65
City of Hollywood FL 65
Urban-X Accelerator 66
CivStart Accelerator 68
Letter of Support by Pompano Beach Resident Rose Puerto 69

CIRCUIT

Letter of Transmittal

Circuit Transit Inc

September 17, 2020

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue, Building C
Pompano Beach, FL 33060

Re: Request for Proposals (RFP) P-29-20 for Micro-Transit Transportation Services

Dear Mr. English,

This submittal is for the City of Pompano Beach RFP P-29-20 for Micro-Transit Transportation Services. As a national company with a foundation in Broward County, the Circuit team is extremely excited about the opportunity to work with the City of Pompano Beach to provide an all electric microtransit service for area's workers, residents and visitors. Now in our *10th year* of operation in Broward County, we have the experience, expertise and infrastructure to collaborate with the City in providing a service designed for Pompano Beach that is effective today and prepared for the future. Building on our experience and team in the area, and recent successes with the Sun Shuttle, our City and CRA funded service in Hollywood FL, we are prepared to meet and exceed the requirements set forth in this RFP.

Circuit Transit Inc. (Circuit, formerly The Free Ride) is committed to working with the City to provide a flexible, creative, and innovative micro-transit service that will relieve congestion on the barrier island and in areas West on Atlantic Blvd. We will work closely with the City to design and run a service that provides immediate value, helps connect riders to local destinations and parking, improves access to local businesses and attractions, provides a safe and enjoyable customer experience, efficiently reduces traffic, parking demand and emissions.

Circuit is the leader in the on-demand first/last-mile transportation industry. By using fleets of all electric vehicles, leveraging data from our proprietary ride-request app (with pooling), and working with cities, advertisers and local business, Circuit is able to provide an eco-friendly, data-centric and efficient solution. Our proven model provides a fun alternative to single occupancy vehicle trips (SOVs), reduces Vehicle Miles Travelled (VMTs), creates local jobs, and covers the last mile at no cost to the rider.

We estimate that, in a good case, our services as described in our response can help the City reduce congestion by reducing Vehicle Miles Travelled by 735 miles per day. We calculated this by estimating ridership based on available capacity for this program, the efficiencies gained by our app's pooling algorithm, and our historical data in similar markets. We have provided Case Studies on historical performance in the Appendix. Based on the proposed phase 1 service, the system can handle

CIRCUIT

approximately 660 riders per day. The national average of riders per vehicle trip is 1.54 passengers[1], resulting in approximately **429 fewer vehicles on the road**. Additional vehicle miles can be saved by reducing the demand for parking. Once started, Circuit will use rider data and surveys to better understand behavior and impact calculations in preparation for grant applications. Conservatively, based on what we have seen in nearby markets, we estimate 260 riders per day (with a 2 car + 1 ADA car operation), resulting in **an initial reduction of approx 169 cars per day.**

Circuit will work with the City to apply for a Florida Department of Transportation (FDOT) Grant to offset the program costs. We have carefully reviewed the grant terms and are confident we can help the City meet the documentation and reporting requirements noted in Attachment B. Circuit has experience applying for and winning grants, and the staff in place to help with these requests. We are able to meet the FDOT standards for insurance, records, data, permitting and other items. Circuit is aware that the awarding of the Grant may be subject to State and Federal audits, which may include on-site visits, review of financial reports and the monitoring of processes/procedures. We have experience meeting Florida State, Broward County, and local requirements for operating NEV services and are confident we can meet the needs of this grant application.

Circuit's corporate headquarters are located at 777 S. Flagler Drive, Suite 800 West Tower, West Palm Beach, FL 33401. The company has a permanent local office in Broward County in Fort Lauderdale, FL at 2414 E. Sunrise Blvd #40, Fort Lauderdale, FL 33304 and also operates in Hollywood, West Palm Beach, and Miami.

The below company officers are authorized to make representations for Circuit Transit Inc. James Mirras will be the primary point of contact for this program.

Alexander Esposito
CEO / Co-Founder
27 E. 28th Street
New York, NY 10016
alex@ridecircuit.com
Tel: 516-446-8513

James Mirras
COO / Co-Founder
360 Montauk Highway
Wainscott, NY 11975
james@ridecircuit.com
Tel: 631-903-4448

Jason Bagley
Partner, National Operations
2414 E. Sunrise Blvd #40
Fort Lauderdale, FL 33304
jason@ridecircuit.com
Tel: 305-494-1612

We appreciate your thoughtful consideration of our proposal and welcome any questions you may have.

Sincerely,

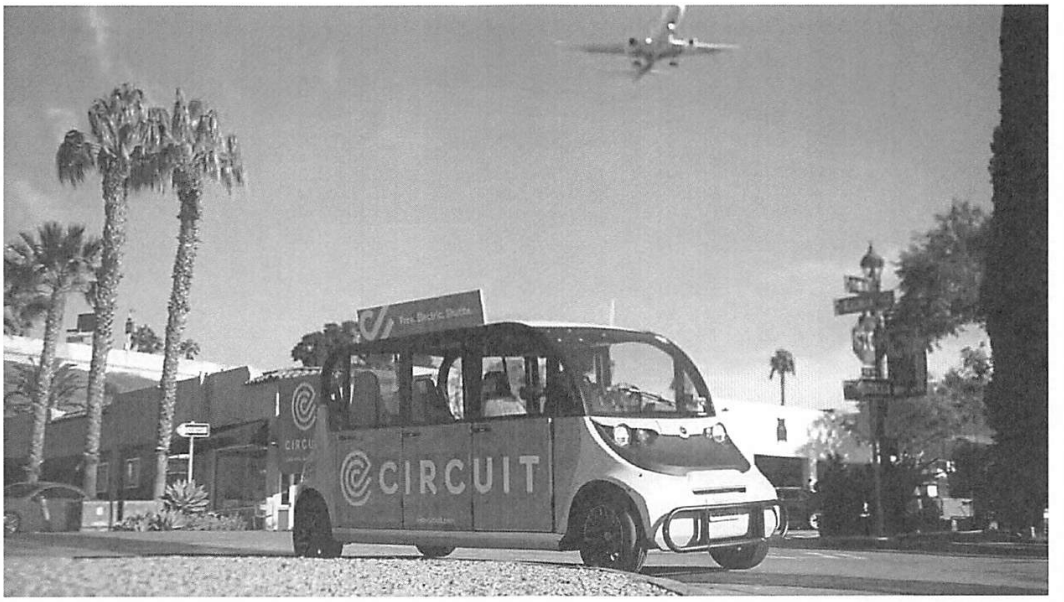
Alexander Esposito
CEO/Co-Founder, Circuit Transit Inc.

[1] https://www.greencarcongress.com/2018/07/20180731-fotw.html

CIRCUIT

Vehicles/Resources

Nature & Type of Vehicles



Circuit proposes to use GEM E6 all-weather, 100%-electric cars from Polaris Inc. 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 – Less carbon emissions, reducing the City's carbon footprint and aligning EV grant opportunities

CIRCUIT

- 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.

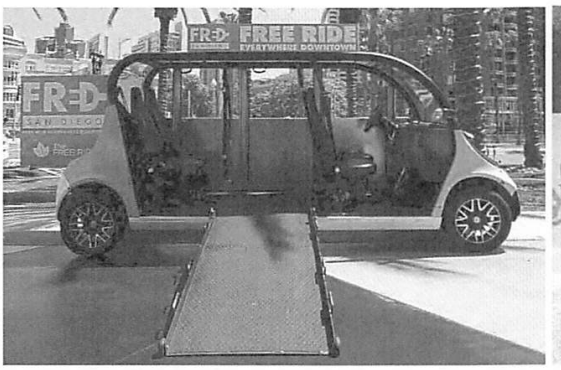
Each vehicle can include an optional iPad display that can play digital content such as City messaging and video ads. Circuit is a powerful economic development tool and the space will provide valuable exposure to local businesses. Our video app also allows riders to take selfies using our on-board photo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

Circuit remains committed to using only 100% battery electric vehicles, including GEMs for the past 9 years. 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.

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

ADA Service Vehicle

We are able to offer a Polaris GEM e6 ADA vehicle (pictured below) which offers a full, fold out ramp and the ability to secure wheelchairs within the vehicle, and 4 total seats (as opposed to the usual 6).



CIRCUIT

Circuit's ADA accessible vehicles in San Diego, CA and Hollywood, FL

Access to Additional Vehicles

Given our nearby operations, specifically in Fort Lauderdale 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 in our Fort Lauderdale market.

While Circuit has found great value in using GEM (Polaris Vehicles), we have built our systems for the electric vehicle types to be interchangeable. We are able to input other vehicle options, if desired, including higher capacity vehicles and will propose to use for Phase 2 explained below.

Vehicle Branding

Vehicles can be self-branded and the program can be named by the City of Pompano Beach, including full vehicle wraps. In Hollywood, the City named the program the Sun Shuttle. In San Diego the service iis named FRED (Free Rides Everywhere Downtown). In those cities, the local branding is the default wrap when there is not an active advertising campaign running on that particular vehicle. We ensure that vehicles are easily identifiable and recognizable to riders as part of the Pompano Beach service, including through window decals, top panels, and on the rear trunk. Drivers also wear uniforms and have company badges.

Circuit's team in all-weather GEM vehicles, making local deliveries for Feeding South Florida and the Cruciform Food Bank in Hollywood, FL. and shuttling visiting nurses in New Rochelle, NY.

CIRCUIT

Storage & Charging

As referenced in the questions and answers, Circuit would welcome the opportunity to utilize storage and charging in the Pier Garage. The Pier Garage location is ideal as a central point of the coverage area. Ideally the "valet only" section and south entrance of the garage to regularly secure charging spaces, separate from co-mingling with the public and to ensure quick in and out access. We can utilize tandem spaces and oftentimes unstriped, otherwise unusable spaces such as along a wall when capacity is an issue.

Our fleet includes vehicles with fast charge capabilities including Level 1 and Level 2 J1772 compatible chargers. We also have vehicles available that require only a standard 110V outlet on a dedicated 20amp breaker.

If the need for storage and charging arises, Circuit has a network of relationships with hotels, parking companies and real estate developers and could establish a local base of operations near the service area where vehicles can be stored and charged. Any additional charging infrastructure installed for our vehicles' usage will undergo a permitting process and be installed by a certified contractor.

Process for Hiring Drivers

Each Circuit location has a dedicated team of local managers, supervisors and drivers to ensure service performance and Company operational standards. Circuit builds successful, proud teams and focuses on development and retention. Upon award of a contract, Circuit would develop and provide a location specific staffing and personnel plan tailored to the final service scope. We would be able to leverage our regional operational experience and infrastructure in Broward County to quickly and efficiently set up the new service in Pompano Beach. With a backlog of candidates interested in driving for the Sun Shuttle in Hollywood, and a number of existing driver referrals, we're confident that we can build a local team quickly and effectively. Circuit's drivers are more than just drivers. They act as local ambassadors; representing the city, providing local knowledge and encouraging local business.

Circuit will *always* commit to a local hiring preference in all markets. One of the many benefits of hiring locals include ensuring staff are familiar with the location and can serve as a knowledgeable ambassador. Currently in our Fort Lauderdale and Hollywood locations, over 60% of our staff are residents of the respective cities that they work in and over 90% of our employees in those markets are Broward County

CIRCUIT

residents. We will be able to comply with the City's local business program as Tier 2 Vendor if selected. As we have done in other markets, along with posting job openings on popular platforms such as indeed, we can work with local workforce development and job placement centers to source qualified local candidates. With current employees who live from West Palm Beach to Miami, we have also found we already have personal connections to potential candidates in Pompano Beach.

Circuit w2 employs and trains its operational personnel, including driver ambassadors. Circuit uses its successful developed personnel policies to create a hiring and safety program specific to the unique operation. The process includes hiring, background checks, drug tests, alcohol screenings, initial training, continued training and performance evaluations. We can quickly add drivers and vehicles to our national custom auto insurance policy.

Creating quality jobs, and building a diverse team, are constant goals at Circuit. An environment that keeps employees happy and motivated is crucial to the company's long-term success. Driver retention is a factor that the company is proud of. There are happy teams in every market of service and over the past 18 months (through COVID-19) a retention rate of 80% in our Hollywood, FL operation. This is the result of the diverse work environment that Circuit creates, the camaraderie among employees, the ability to grow, and the enjoyable, safe and fair management.

We have also seen the value of a professionally trained workforce in maintaining high standards of cleanliness and health during the current pandemic. Our riders have consistently appreciated the local knowledge, professionalism, and friendliness of our staff. This has helped maintain rider confidence and trust in our services.

Additional staffing lead time is roughly 2 weeks for hiring and proper in-car and classroom training. Circuit currently has approximately 25 employees in Broward County that are available to fill in any gaps or decrease lead time while we hire local staff from the City of Pompano Beach. We have a local base of operations already in Broward County and can expand upon this presence to accommodate the scale of the new program.

Circuit seeks specific driver qualities that ensure safety, professionalism, a focus on customer service, and knowledge of the City as a visitor destination. Circuit employees are more than drivers; they are ambassadors to the local community. We look for motivated, outgoing, excited and responsible employees to represent our brand. Ongoing training is conducted on a quarterly basis to update on safety, optimal vehicle operation, customer service, assisting riders with disabilities, and operational protocol.

CIRCUIT

The management team has access to our proprietary management dashboard to view operations in real-time and regularly monitors the drivers' performance. Circuit will offer these tools and data reports to the project team at the City, to maintain quality control, transparency and monitoring for future improvements. Additionally, Circuit uses a scheduling software to keep the team connected, manage shifts, and enable local management to efficiently manage the local team.

The hiring and training systems we have in place will help the City achieve its safety and accessibility goals with regards to this project while also ensuring a high quality customer experience, which encourages further ridership and exploration of the community.

Customer Service

One of Circuit's core values is customer experience. Circuit focuses on hiring drivers and operational staff that exhibit excellent customer relations skills and value experience in customer service. Customer relations is a part of our training program, which includes updates to policy related to COVID19 and responding to rider concerns. We hire locally and prefer drivers that are familiar with the local community to act as an ambassador as well as a driver. We also make sure our teams respond to all complaints and feedback in a prompt and professional manner.

Riders have consistently rated our services very highly, both in internal and external surveys as well as the app stores. We have a 4.7 rating on the App Store and a 4.6 on Google Play (out of 5 stars), distinguishing us as the highest rated service on the Google Play Store compared to other microtransit and rideshare services (including Uber, Lyft, etc.). We are committed to excellent customer experience and long term success, and our customer service team makes a point to reply to all reviews in the app stores.

CIRCUIT

Penni Mariotti - McCord
★★★★★ August 15, 2020

The new app seems to have started working. I love Circiut (FreeRide) I have found them invaluable and essential. They're usually on point and I depend on them to get anywhere I need to go downtown! You guys Rock! Thanks for everything. Stay safe, stay well!

Circuit Team August 17, 2020
HI Penni! Thank you so much for updating your review. We love the feedback and we're so glad that you're happy with our service. Ratings and reviews are extremely helpful and much appreciated, so please be sure to share with peers! Stay safe & healthy during this time.

Vickie Corneal
★★★★★ August 1, 2020

Very polite nice helping especially to a senior citizen 😉.

Circuit Team August 7, 2020
We are so happy to hear that Vickie! We love the feedback and we're so glad that you're happy with our service. Ratings and reviews are extremely helpful and much appreciated, so please be sure to share with peers! Stay safe & healthy during this time.

Mc Micheal
★★★★★ May 15, 2020

This app is fantastic these rides are so punctual, and the drivers are so courteous and kind. I wish I could give more than five stars

Circuit Team May 20, 2020
Thank you so much Mc Micheal! We love the feedback and we're so glad that you're happy with our service. We are always looking to improve speed & efficiency. Ratings and reviews are extremely helpful and much appreciated, so please be sure to share with peers! Stay safe & healthy during this time.

Driver Training

Circuit has developed scalable personnel policies to create a training program that is also specific to the unique operation. We believe these programs improve our service quality, help us deliver further on program goals, and provide higher levels of safety for our riders, our drivers, and other people sharing the road.

CIRCUIT

Circuit has a training program in place for new operational staff which covers safe and efficient operation of electric vehicles, cleaning and safety processes, and customer service. Circuit has a corporate operations team that develops and maintains operational policies and procedures including over 180 pages of Operations Manager and Driver Ambassador training guides and supports SOPS. They hire and train new managers and coordinate hiring and training for new drivers. Circuit has a Regional 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.

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 an electric vehicle
- Efficient operation of 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
- Communications policies
- Emergency procedures and plan
- Accident reporting/procedures

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. We would institute our vehicle cleaning program to maintain the appearance and cleanliness of the vehicles along with the safety and health of the passengers and drivers.

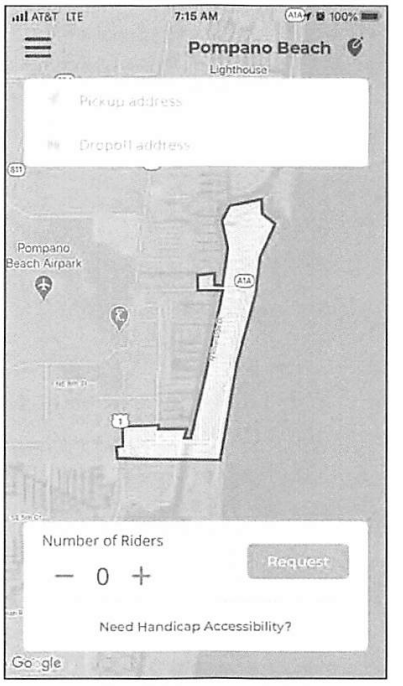
We can additionally include other training and testing requirements as needed by the City of Pompano Beach. We will ensure that our drivers meet the specific guidelines as listed in this RFP and will include this in our Glovebox Reference Guide for service in this area.

CIRCUIT

Service Area & Proposed Servicing Schedule

Understanding of Proposed Service Area and Schedule & Local Research

Circuit's Broward County and National management teams are extremely familiar with the City of Pompano Beach and the corresponding service area. Our Southeast General Manager and local contact for this proposal has been a Broward County resident for over 17 years and has spent a great deal of time in Pompano Beach. We recognize the thought and effort that has gone into Pompano Beach reinventing itself and are excited to see all of the continuing development come to life. Prior to and since the release of the RFP we have spent several weeks throughout the area, speaking with local residents and surveying local businesses to get a true feel of the community and their wants and needs related to circulation and transit. We have used that conversational input as well as internal survey data performed during these conversations to help determine our recommendations, service plan and future opportunities or needs. Next was building out the potential Pompano Beach location on our technology platform to visualize and test on our actual management dashboard and mobile apps.



CIRCUIT

Local Establishments that our team has met or spoken with over the past few weeks include The Beach House, Oceanic, Lucky Fish, Houstons, The Foundry and Briny Irish Pub. These discussions have shown the general consensus was that most *current* operating hours are roughly 11AM - 9PM, some later (i.e. The Foundry currently opens at 4PM) and several open to 11PM on Friday and Saturday nights only. Understandably hours are still reduced due to Broward County Covid emergency orders. Further, what we heard from many employees is that parking is a regular concern on weekends, peak season and holidays. Some of the local workforce mentioned The Pier Parking Garage is accessible during the week and summer months, however on peak Holidays and weekends the congestion and time spent getting in and out of the garage can pose an issue.

Implementing Park and Ride options detailed in Attachment A would be useful during those peak times. Just as important, removing those individual car trips from driving to get to The Pier Garage and surrounding beach lots as well as occupying the space for a longer duration would alleviate congestion and open parking spots for the public.

Recommendations

Given the Scope of Service provided, focus on alleviating congestion and residents and visitors potentially being a larger part of the congestion problem, one recommendation could be service hours:

Sunday through Thursday: 11AM - 9PM
Friday and Saturday: 10AM - 11PM (as proposed)

This would keep service to the total proposed hours of service per week but allow for the potential to provide service during higher demand hours.

In the future, we'd recommend expanding the hours. Our local research has indicated that the ideal hours would be opening at 10AM, 7 days per week for consistency and the service is able to accommodate all restaurant employees who work the first shift during the week with additional parking options. We also believe this will be more of a need once Covid restrictions are lifted and current developments underway are complete and open for business. However, in Phase 1 we believe the weekday need for additional employee parking options is not as great as the potential demand from residents, visitors and employees during the 8PM hour Sunday through Thursday.

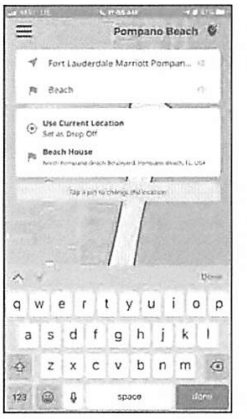
CIRCUIT

To recap, in talking with local businesses, the storyline we heard was that the congestion related issues that are dictating the process of moving about or parking in the area was the main problem. The concern seems to lie in creating a solution for the congestion, and we believe that is primarily driven by residents and then visitors and tailoring service to meet their needs. In return, that is what creates a better situation for the employees in the area. So by focusing service hours and other details on the residents and visitors first, we accomplish improving the City for all three groups, Residents, Workers and Visitors.

Technology Testing

As mentioned above, in preparation for our response **we built out a complete Pompano Beach location on our web-based internal management dashboard and had our team simulate service on both the rider and driver mobile apps**. Circuit's internal and proprietary technology features 12 dynamic variables that determine service details as well as what we consider levers to customize the user experience. This includes the ability to enable or disable or proprietary ride pooling algorithm and customize from there. For one dynamic feature example, when new requests come into the system for pooled rides, we are able to set the maximum allowed deviation in wait time for existing riders matching in the system which directly impacts the user's experience.

Use your current location at any time, type in search fields or simply move the pin to set your desired pickup and drop off locations.

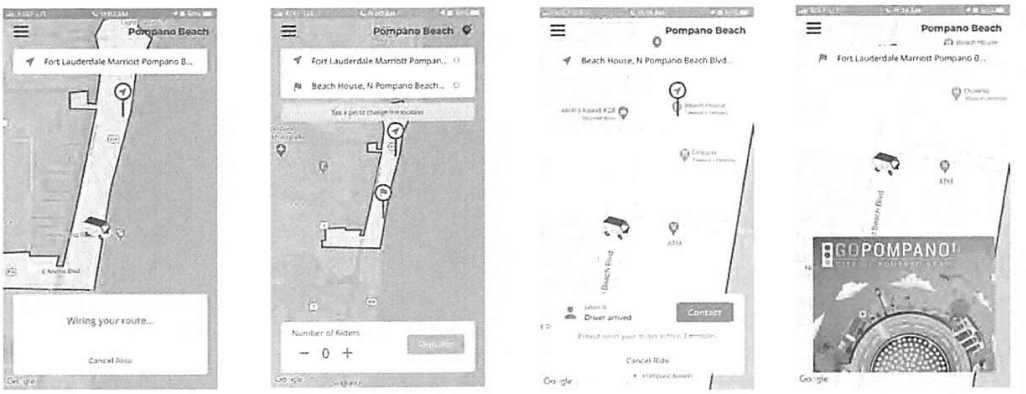


Optimized Google Maps API searches within the specific, local service area to find desired locations with as little as a few letters

CIRCUIT

During testing we learned, **specific to Pompano Beach**, how some dynamic features need to be set based on the layout and specifics of the area. Although the testing was to include visualization of the user experience you will see below, this testing will be extremely valuable to determine service features going forward.

Two options: on-demand and fixed stop, create Pompano Beach location and use for screenshots, etc. Propose on-demand but discuss opportunities for fixed stop and its benefits, we'll work with stakeholders of the area to determine what is best for the Community.



(Screenshots from the app that Circuit used to test in-market, in Pompano Beach, including example coverage area, vehicle tracking and wait times, and local messaging example)

Operational Approach

Circuit is proposing an app-based request system, including 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, preliminary shown in screenshots above, will be tailored during conversations with local stakeholders to create the best possible solution and least possible inefficiencies.

When the user opens the app, they will be automatically placed in the Pompano Beach location based on their current location. From there, the user will be able to set current location as 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

CIRCUIT

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.

As mentioned above we also recommend the below hours of service based on the suggested total weekly hours but redistributed very slightly.

Sunday - Thursday: 11AM - 9PM
Friday - Saturday: 10AM - 11PM

This is completely adjustable and Circuit will work with local stakeholders to understand all needs and determine service hours based on that feedback. In the conversations we've been having with local businesses and restaurants the above hours we believe will provide the solution needed on each specific day.

Fees and Costs

Narrative of Proposed Approach

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 Pompano Beach.

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".**[2] 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.

[2] https://www.fastcompany.com/90444895/how-this-electric-vehicle-ride-share-company-won-the-trust-of-cities-without-disrupting-them

CIRCUIT

Circuit has been the recipient of numerous awards like: 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)..

Circuit is currently a Finalist for the Accelicty Competition and has taken part in several industry-specific accelerator programs. In 2019, Circuit was accepted to the URBAN-X Accelerator[3] program where it received an investment from BMW/Mini and access to international mobility experts. Circuit has also completed the Civstart[4] and Joules[5] Accelerator programs and has been asked to speak/participate at events like LACoMotion, SmartCities NY, 20-20 Cities, and Civic Lab. I.

UF GATOR 100 #20 The Free Ride

CIVSTART

ALONZO
54TH ANNUAL ALONZO AWARDS DINNER
"DOWNTOWN ON THE RISE"

URBAN-X

Costs & Pricing -CONFIDENTIAL

Circuit is prepared to deliver a service with the number of vehicles and the number of operating hours determined by the City. Circuit can deliver a **two car option for a total of $178,392 (not including revenues generated)**, however we do not advise starting with two cars.

A two car service, with ADA access, will not be able to fulfill the expected demand front the program and may jeopardize the perception of the service's effectiveness.

Based on our experience operating NEV services with this vehicle type for over 9 years, including the demand we see in Hollywood, FL, as well as the territory size

[3] https://www.urban-x.com/
[4] https://www.civstart.org/
[5] https://www.joulesaccelerator.com/cohort-5

and service requirements set forth in this RFP, we propose the following number of vehicles:

- Two (2) Polaris GEM e6 vehicles, or similar vehicle
  - Model year 2019 or newer, all weather
  - 5 passenger seats + driver, 0 ADA positions
  - Electric Vehicle
- One (1) Polaris GEM e6 ADA vehicle
  - 3 passenger seats + driver, 1 ADA position

Circuit has decided to price the operation in total to include 2 cars for the specified weekly hours, including all marketing, technology and the services described above but also offer an ADA accessible vehicle to be used at 40% capacity at no charge to the City. We are also willing to launch the service as early as January 15, 2021 depending on timing with the selection process and contracting, at no additional cost as a way to "soft launch" and market the service which has been extremely successful in the past. This also allows us to learn why, when and how the Community is using the service and make adjustments to meet those needs, again which is extremely valuable to the service and its long term success.

OPTION 1: 3 Total Cars - Two (2) 6 Seat GEM vehicles + One (1) ADA GEM Vehicle

Cost Per Vehicle Hour: $22.17
Total Annual Gross Cost: $210,257 (does not include any potential advertising or fare revenues)
Guaranteed Advertising Share: $20,000
Total Proposed Annual Cost: $190,257

City of Pompano Beach: Two (2) NEV + One (1) ADA NEV		
Item	**Description**	**Total (USD)**
Staff - Drivers, Supervisors	- 8,008 Vehicle Hours - 2,000 Supervisor Hours	$131,057
Management & Admin	- Operations Manager: 2,080 Annual Hours *(25% of hours are driving hours included in 'Vehicle Hours' above)* - Administrative Duties - Customer Service - Data Reporting	$36,000
Insurance	- All applicable insurance, up to $5M GL	$9,600

Infrastructure	- Vehicles - Technology - Hardware - Storage & Electricity	$30,000
Misc	- Other	$3,600

OPTION 2: 4 Total Cars - Three (3) 6 Seat GEM vehicles + 1 ADA GEM Vehicle

Cost Per Vehicle Hour: $22.17
Total Annual Gross Cost: $315,385 (does not include any potential advertising or fare revenues)
Guaranteed Advertising Share: $30,000
Total Proposed Annual Cost: $285,385

City of Pompano Beach: Three (3) NEV + One (1) ADA NEV		
Item	**Description**	**Total (USD)**
Staff - Drivers, Supervisors	- 8,008 Vehicle Hours - 2,000 Supervisor Hours	$196,585
Management & Admin	- Operations Manager @ 2,080 Hours *(25% of hours are driving hours included in 'Vehicle Hours' above)* - Admin - Data Reporting	$54,000
Insurance	- All applicable insurance, up to $5M GL	$14,400
Infrastructure	- Storage & Electricity - Vehicles - Technology - Hardware	$45,000
Misc	- Other	$5,400

Costs for a 3 year plan should be analyzed in two ways. One with no growth to see the impact time has on costs given that over time at Circuit we have seen both advertising revenue increase and given our retention rates for employees, payroll costs increase slightly with inflation.

3 Year Projected Cost *(3 car service, no growth)*			
Vehicle	**Year 1**	**Year 2**	**Year 3**
3 cars, Proposed Service	$190,257	$194,361	$198,465.00

This includes rough projections on advertising revenue increase as well as expected inflation over time. As we have seen with all other operations, demand for rides and success has come quick and we expect the same in Pompano Beach. Projecting out for expected demand and additional service options and features, below provides an idea of expected vehicles and associated potential costs.

3 Year Projected Cost *(Expected Demand Growth, Budget Dependent)*			
Vehicle	**Year 1 - 3 cars**	**Year 2 - 5 cars**	**Year 3 - 6 cars**
Standard, Proposed Service	$190,257	$398,721	$478,402.00

Team/Staff

At Circuit, our approach to service success is driven by customer experience. In order to achieve the level of customer experience we expect, operational execution starting with staffing is most important. Our focus on quality of the local team, and on-going management, is why over 75% of our total program costs are attributed to payroll and payroll related costs. Hiring and employee retention practices Circuit follows are the best way to ensure staff performance but from experience, pay rate is a huge factor in team performance and therefore customer experience. Circuit is the best in the industry with staffing and knows what is needed to get it done. The below roles will be included in the Pompano Beach service and ensure operational execution, therefore excellent customer experience and service success.

COO / Co-Founder - James Mirras: Oversees all national operations and will work closely with Jason Bagley. to plan and set up operations, hiring processes, tech improvements, reporting processes, metrics and any additional requests of the City of Pompano Beach.

General Manager - Jason Bagley: Controls all South Florida operations and comes at no cost to the City of Pompano Beach. Jason currently oversees Circuit's national fleet operations for 140+ vehicles and our 5 operations with 40 vehicles in Palm Beach and Browards counties. Jason has been operating 100% electric shuttle services in Broward County since 2011 and with his fleet expertise spends time consulting the Polaris GEM corporate technicians on vehicle diagnostics and new solutions.

Regional Manager - Camille Santiago: Manages hiring, onboarding and scheduling for all South Florida operations and comes at no cost to the City of Pompano Beach. Camille currently oversees and schedules roughly 35 managers, supervisors and

CIRCUIT

drivers in Palm Beach and Broward counties only. Her background is Community focused relations with experience in transportation related industry. Manager and shift supervisor (explained below) onboarding is crucial to service success and having a dedicated manager with experience in multiple locations but at the same time hyper-focused in one area is crucial.

Impact Measurement and Grant Support - Alyssa Haerle - Director of Transit Development, handling government relations, impact measurement and grant writing. Alyssa received her BA in Political Science from UCLA and MA from Stanford with research focused on economic development and public private partnerships. Prior to joining Circuit in 2019, Alyssa was a Research Fellow in Government Relations at the Los Angeles Cleantech Incubator evaluating local, state, and national policies and providing support for transportation, workforce development, and economic development programs.

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 Pompano Beach. 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.

Operations Manager: Will be hired and solely dedicated to the City of Pompano Beach service. We have a candidate in mind in South Florida that has experience working with Circuit and will finalize this new role if/when Circuit is selected as the operator. They will manage day-to-day operations, staffing, driver relations, rider relations and community involvement. The operations manager will spend roughly 25% of their time driving a vehicle in Pompano Beach, 40 - 50% of their time riding with our Driver Ambassadors for formal ride-along assessments and informal rides to talk with riders and be involved in the Community on-the-ground. Having management level staff hearing directly from the riders is priceless. The rest of the manager's time is spent on staff management and Community involvement.

Shift Supervisor/s: Will be hired specifically for this project and is generally promoted in month 2 of the service from existing Driver Ambassadors or promoted from other locations if they are the best candidate. Supervisors manage intro-shift management issues, including but not limited to employee breaks, issues to escalate, etc. Supervisors also ensure there is an employee in charge with additional training at all times during service hours. This allows us to promote within, which helps with retention, we have direct experience with the candidate on the job and the candidate has on the job experience.

CIRCUIT

Driver Ambassadors: Will be hired specifically for this project with a requirement to be a resident of the City of Pompano Beach or have a deep knowledge and experience with the City. Driver Ambassadors are the key to the entire operation and are the face of the service to the residents, visitors and employees of the City.

Fleet

Beyond the team, Circuit has the most experience in the Country running fleets of electric vehicles and over the past 10 years of being in business we have therefore built out our own in-house vehicle technician and maintenance team (as mentioned above). This ensures our fleet is operating above industry standards and if issues do arise, which we know from experience will, we have the in-house team to address and solve faster than any other vendor. We also have the most vehicles in the surrounding areas so vehicle replacement ease also mitigates any potential fleet related risk.

Technology

Ride Request App

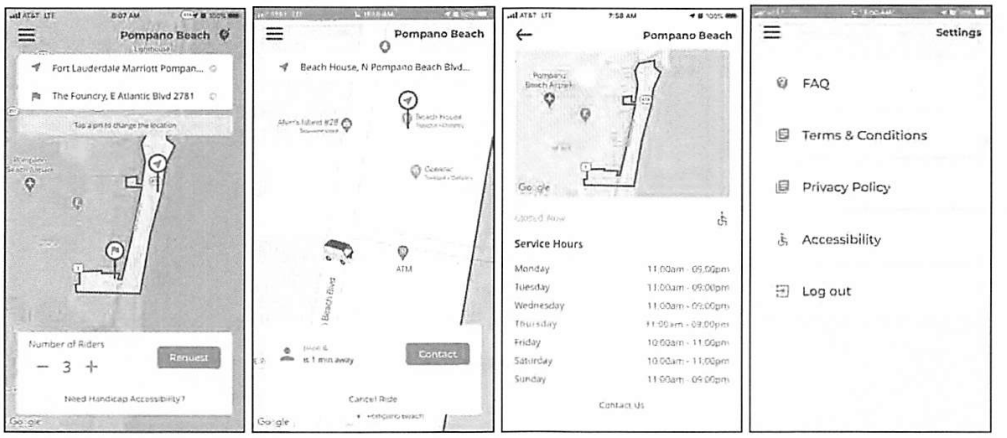
Circuit has developed, owns, and maintains a proprietary, custom mobile application available for iOS and Android phones where rides can be hailed within a geofenced zone. Our user app is complemented by our driver facing app and management dashboard - a technology suite that we built specifically for our NEV shuttle operations. Circuit owns the app, all of the data, and can provide robust data reports, which is often limited by firms using white-labeled solutions. This further allows the team to make customized adjustments as needed by the City.

After downloading the app, users create their own unique account, providing name, email, age, and gender. The app will automatically select the nearest operating zone. Riders can also view and select other locations.

Within our user-friendly app, the user can see information about the service, see the coverage area map, select their desired pick up and drop off location within the geofenced coverage zone, input number of riders, and request a ride. They are then shown the estimated wait time, the location of the assigned car while on its way, and are alerted when the driver is close. After their ride, they can leave feedback and also view their Ride History.

CIRCUIT

Our operations and technology teams work closely together to test new features and updates and fix any issues that arise. Our technology team can also handle ad-hoc requests to adjust service territory and include rider messaging, during events or emergencies, for example.



Test version of Pompano Beach location built for RFP response demonstration purposes

Website: www.ridecircuit.com
Apple: https://apps.apple.com/us/app/ride-circuit/id988052033
Android: https://play.google.com/store/apps/details?id=com.thefreeride.rider

Key Advantages of the App:

- On-Demand;
- Data Tracked for Ridership, Reporting, Heat-mapping & Management purposes;
- Ability to notify riders of service disruption through multiple avenues.
- Ride pooling to reduce congestion and wait times.

Aside from the above-mentioned geofencing feature, we also have the ability to include a flexible fixed route system with virtual stops, such as designated pick up / drop off points at the park and ride lots, the beachfront, and local destinations, which aids in curbside management. Both of these have on-demand capabilities and can be adjusted and optimized based on data to maximize efficiency and the customer experience.

Our random ride feature enables drivers to track non-app based requests through the driver app, which automatically logs the ride's start and end location and timestamp. Along with wave down requests, we can also set up text-ahead and

CIRCUIT

smart kiosk options. These can make the service available to those without access to a smartphone or data plan, international visitors, and the unbanked.

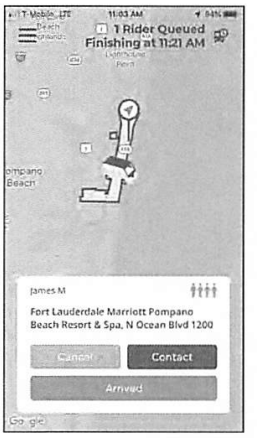
Reducing congestion is a key objective of this program, which aligns perfectly with Circuit's mission. Circuit can offer the ability to pool riders via its app's proprietary pooling algorithm. **Ride sharing and ride hailing are two very different features**. By pooling riders, Circuit actually reduces cars on the road and, therefore, congestion. Studies show that ride hailing, without pooling riders, can actually lead to more congestion, as drivers spend more time operating empty vehicles. Pooling can be turned on and off as requested by the city and as needed during the Covid-19 pandemic.[6]

We can adapt our technology to the City's needs, to meet local conditions, and as feedback and results come in. We would be happy to work with the City on any of these additional features.

Driver App

Each of our drivers is provided a company iPhone to see ride requests, safely communicate with management and riders, track route progress, and optimize routes. Circuit provides a hands-free setup within each vehicle.

Within the app, the driver sees a map with routes and stops as well as their active requests. Drivers receive notifications of the requested rides within their driver app and can see the request details. Drivers can also log rides that do not originate from the ride request app, such as riders already at the stop or phone dispatched rides.



Dashboard

Data from the ride request app and driver app feed into our management dashboard in real-time and is stored for reference and reporting. This allows our

[6] http://www.schallerconsult.com/rideservices/automobility.htm

CIRCUIT

management to view real-time and past operations and monitor driver performance. Our reporting system can generate visualized and csv reports of key metrics by selected time period and real time information and performance dashboards can be made available to the project team at the City.

Local teams would have access to this system to regularly monitor operations and driver performance. Our corporate team also has access to the system to generate reports. Regular consolidated data reports will be delivered to the City as needed or according to a regular schedule.

This system allows us to continually improve and hone our operations in a data-driven way. The process saves paper and dedicated storage space for manual reporting, saves and backs up data digitally, makes the data available in a ready to use/analyze format, and enables more accurate measurement of environmental impact and congestion metrics.

Data

Circuit can work with the City for any desired technology integrations, and can provide any necessary performance and data reporting. Monthly data reports are generated and shared monthly with all municipal partners.

Circuit's app is proprietary, giving the team much greater access and ownership of the data than one would find using a white-labeled solution. The data that we are able to gather include, but are not limited to:

App Data

- Demographics (gender, age)
- Ridership
- Average trip length
- Average trip duration
- Average wait time
- Trip start and end hotspots
- % of trips starting and ending in close proximity to transit
- Repeat usage
- % of Pooled Rides
- % of Ride Requests Completed

Survey Data

- Trip purpose
- Mode shifts
- Resident, Guest, Commuter
- Travel Behavior
- Feedback on service and drivers
- Demographics

CIRCUIT

Heat maps for San Diego CA (left) and New Rochelle NY (right), 2019 & Monthly Data Report Sample

Circuit can work with the City for any desired technology integrations, and can provide any necessary performance and data reporting, including visualized insights.

We are also able to survey riders to collect quantitative information about intention and use cases that may not be visible within the app data. We have a standard survey questionnaire template we use throughout our markets, but we are able to adjust local surveys in partnership with the City to include any further questions.

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. We can tailor our surveys to align with the City's needs and share anonymized reports.

We use the data we collect to continually improve our services and increase system efficiencies and quality. We analyze this data to make operational improvements - not just for reporting on performance. That ensures continued improvement through real-time changes combined with the operational management structure Circuit puts in place.

Additional Technology Features

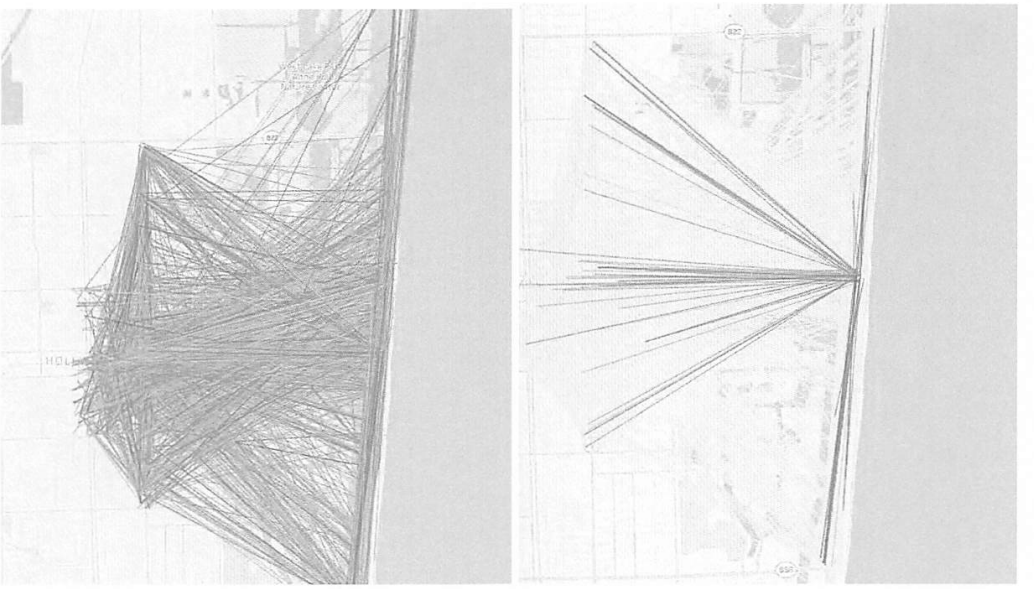
Along with the features needed to effectively run the service requested in this RFP, Circuit's app and accompanying technologies offer a variety of additional features that the City can use (if desired):

- Pooling Algorithm: As noted above, pooling passengers is the best way to reduce congestion. Circuit built a complex pooling algorithm that efficiently assigns drivers multiple riders, without he/she having to call passengers or juggle multiple phones/tablets. This feature can be turned on and off and

CIRCUIT

adjusted. For example, due to Covid, we can adjust pooling to limit pooled rides to groups of 2 or less, so each group has their own partitioned rows.

- Fare Based Option - As noted in the revenue section, Circuit also has the ability to turn on fares and dynamically price the operations based on timing, group size and other discounted options.
- Local Marketing and Advertising - Circuit will offer listings for local businesses, regular email marketing communications with local happenings and targeted social campaigns.
- Surveying - Circuit's contact management allows the team to conduct rider and driver surveys to generate qualitative feedback on the service.
- Interactive Data Dashboard - fed directly from Circuit technology database, advanced mapping technology and interactive use of such mapping creates extremely accessible and advanced demand mapping and analysis.



Spatial mapping technology shown with actual Hollywood, Fl data. Ability to pinpoint locations and see full trips starting or ending at a specific location or general area.

Accessibility Options

Circuit is happy to accommodate all riders and has developed accessibility features and options to meet the needs of riders with limited mobility and/or disabilities.

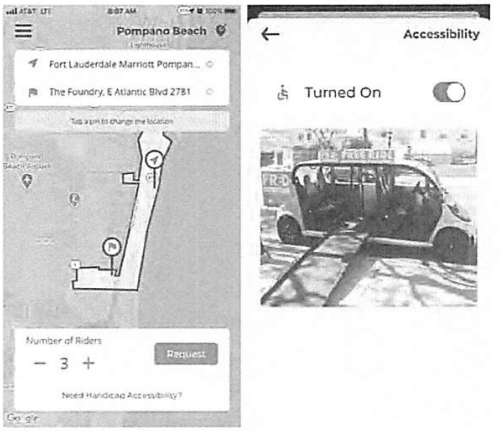
Circuit's drivers, as W-2 employees, are trained to accommodate and assist riders with disabilities or that need additional assistance. Our local teams have also

CIRCUIT

conducted outreach at senior living communities to educate about our service and how to request a ride.

Circuit's website is ADA accessible. The Circuit website contains a widget that enables eight different functions including: keyboard navigation, cursor size, contrast, bigger text, desaturate, highlight links, legible fonts and read page. The widget will help those with sight loss, with motor control issues, with dyslexia, and with cognitive issues or learning disabilities.

Riders are able to make ADA requests through its ride request app. Circuit will deploy a wheelchair accessible vehicle within its fleet that would be dispatched when ADA services are requested and has experience providing this as part of its service. ADA vehicles can be available on-call and can be stored locally and deployed in a timely fashion when ADA requests are made - either through the app or phone/text. Riders can make these requests in real-time and do not need to reserve in advance.



ADA Accessibility selection within the Circuit mobile application

Marketing Plan

Circuit's experienced in-house marketing team has developed numerous marketing initiatives to drive ridership, public engagement, and publicity for the service. Circuit will work with the City to coordinate a consistent message and ensure promotional materials meet City requirements and expectations. We are happy to work with the City for any unique branding for the service, including inclusion of the City's logos on promotional and marketing materials.

CIRCUIT

Sun Shuttles in Hollywood, FL with self branding and national advertiser campaign

We will develop a local marketing strategy to raise awareness of the City of Pompano Beach & Circuit partnership using local press, social media, driver/ambassador marketing, digital retargeting and printed assets. We want to intrigue the community, press/media, and potential advertisers. For our past service launches, we have organized a launch event and ribbon cutting. We are happy to do the same while keeping in mind any local requirements and precautions related to COVID 19. We also have a local mailing list in this area that exceeds 10,000 email recipients that we can use to market the service and local businesses to.

Circuit's vehicles will all have branding to make them easily identifiable, including decals on front and rear windshields as well as full vehicle wraps when a vehicle is not wrapped with a third party advertisement, as agreed upon with the City. In other markets, we have co-developed distinctive self-branded exterior wraps with our municipal partners as well as strategies for local small business engagement.

Once launched, the Circuit vehicles / experience will serve as a platform to help generate social media content and help gain recognition from local news outlets for the innovative partnership benefiting the community, and environment.

We measure our marketing success based on a number of factors including content engagement, key actions (shares, website visits, app downloads, ride requests thru app, call or kiosk), business drop-offs, ridership, repeat ridership, and geographic ridership patterns.

Circuit has experience marketing to residents as well as employees and guests in South Florida and Broward County, including nearby in Hollywood and Fort Lauderdale. We run professional campaigns that generate buzz and have found great success in these as well as local outreach efforts. Our service is fun and easy to use, and riders love it and love to share it - generating strong demand, among residents in particular. Before the launch, Circuit will pitch community-driven stories tied to first/last mile commuting, affordable public transit, and sustainable living to: employers, organizations, residents and local publications. We will geo-target

CIRCUIT

residents who live in Circuit's Pompano Beach coverage areas to get a general buzz going. We will also reach out to Circuit's existing riders. Circuit will continue media outreach and social media ads throughout the initial launch of the campaign to continue momentum and drive wide-spread awareness. Circuit will continue to post about the Pompano Beach service on social media and email. The marketing team will supply the local operating team with printed marketing materials and digital assets to conduct local outreach and educate residents about how to request a ride.

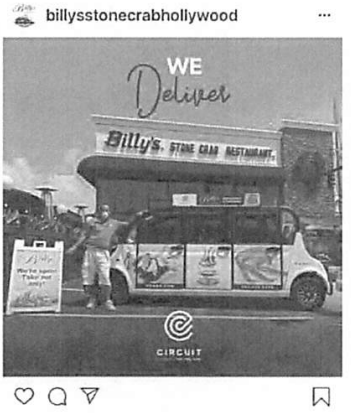
Hyper-local Approach

With 10+ years, 120+ vehicles, 8 states and 20 cities of operations, Circuit brings its national experience and network to the benefit of each City it works with. However, our roots are in South Florida and specifically Broward and Palm Beach counties. Not only our current #1 focus area but have been operating in the area for 9+ years.

What we have also learned is every location is different which has pushed our extreme focus on flexibility and hyper-local focus for service details and adjustments based on the Community feedback and layout.

Optional First/Last Mile Local Delivery Services

As our communities have adapted during the coronavirus pandemic, we have added first / last mile delivery to our possible services where we offer delivery services. For example, in Hollywood Fl, we have been working with Feeding South Florida to deliver food and groceries to those in need. We have also worked with local restaurants in the area to deliver orders to area residents and visitors, such as a campaign with Billy's Stone Crab in Hollywood FL.



CIRCUIT

Recognizing that e-commerce and delivery has become a critical lifeline especially during the pandemic, we would be happy to offer this as a potential service for the same area as the point to point service. Our delivery solution would provide a zero emissions means for last mile delivery for area businesses while creating local jobs and providing a safe and trusted service.

PARK & RIDE Connector Option

We have experience providing employee park and ride solutions. In one of our California locations we have been able to transport 100 employees per day with one dedicated GEM car out of eight total cars in service, making regular loops between an off-site lot and a large mixed use development as well as a dedicated line of communication to our driver for employees of specific businesses. At any time the City determines that they would like to provide a park and ride service for local "shift employees" from the "Pure Residence" lot, the lot on Federal Highway just south of Atlantic Blvd or any other remote lots we propose initially launching with a GEM vehicle operating on a loop at designated times. First, we recommend testing the service with the existing vehicles for Phase 1 proposed above to gauge demand and we will be able to handle it without additional costs. If demand proves to be what is expected, we then also have the chance to see actual results if we need to add additional vehicle hours or not. We believe that if it is decided or proven the market needs and therefore has 4 vehicles already in service, we are confident there will not be a need for any additional vehicles. In short, we can offer an additional vehicle, supplement with existing vehicles and be prepared to offer a larger capacity vehicle as demand dictates.

Cost Description

Circuit's team is prepared to provide an effective, measurable and scalable service for the City. In preparing this, Circuit tried to keep costs as low as possible as a way to show our commitment to the City while also delivering an effective pilot. Circuit's costs are all-inclusive.

Circuit offers a flexible cost/pricing program. Historically, Circuit works with the local stakeholders to determine the ideal number of cars, location and operating hours needed and then charges its clients on a monthly basis. Because Circuit owns and operates its cars and pays all of its W-2 drivers on an hourly basis, the number of cars and number of hours are the biggest variable costs. Typically, more cars and more hours leads to lower costs/car/hr, so as these programs expand, the unit costs will continue to fall. Circuit prides itself on its ability to grow ridership and ability to

CIRCUIT

maintain a low Cost Per Rider, which is not calculated by how many seats a car has, but how many people actually use it.

Circuit is a proven operator of turn-key, on-demand, shuttle services. From rolling out the service, to marketing it and measuring it, we have proven that we can be effective on all aspects of the project. Circuit's existing services and local user base can significantly reduce marketing costs. The costs are all-in, including but not limited to: w2 employment of drivers, active managers available to dispatch, vehicle and operation/maintenance of all-electric vehicles, insurance, workers compensation, taxes, one wheelchair accessible vehicle, and use of our proprietary technology platform.

These costs do not include potential revenue generation through fare, advertising, or other revenue generating activities, as further detailed below.

Revenues

Circuit is happy to offer revenue generating options at a revenue share with the City as a way to offset costs. Below details our experience with these revenue options as well as estimates for this program.

Advertising - CONFIDENTIAL

Circuit has historically had great success in selling advertising on our vehicles, and we have an in-house advertising team with strong relationships with national brands. Circuit is able to offer an advertising and sponsorship model at no additional cost to the City with the potential for revenue share to help offset operational costs. We have seen advertising decrease the cost of Municipal Services by upwards of 10-25% through our revenue share model. Our team regularly receives requests for advertising campaigns in Broward County.

Based on our current pipeline of advertising customers, historical success in South Florida and accounting for potential vacancies, **Circuit estimates $76,050 in advertising revenue for the 3 car services.** This is based on projected local rates of $3000/car/4-weeks, with a 35% vacancy rate. Circuit has received rates over $9000/car/4-weeks in this market from larger sponsors during peak times. Circuit will provide a revenue share based on advertising revenue received and can be offered in the form of credits to monthly invoices, cash paid back directly to the City or additional vehicle hours added to service beyond what is contracted. As mentioned above, Circuit is guaranteeing $10,000 per vehicle in advertising revenue and has taken 100% off the proposed cost of the program in confidence of sales

CIRCUIT

CONFIDENTIAL

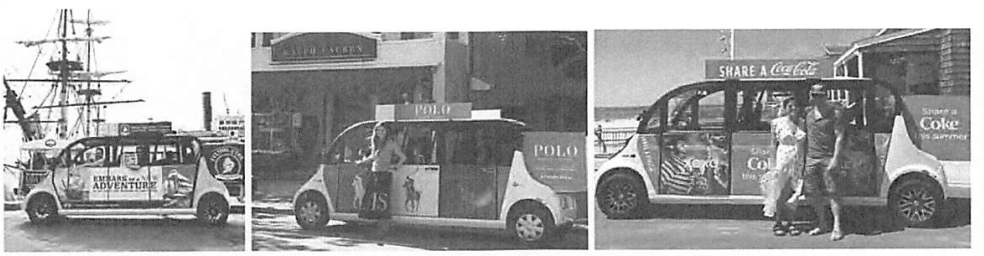
performance.

Circuit has generated significant advertising revenue from national and local brands looking for Outdoor/OOH and/or experiential, community marketing programs. These advertising revenues have helped in offsetting operational cost as well as offering an engaging and innovative platform for local businesses to promote themselves. Over the past four years, Circuit has generated over $14 million in advertising commitments.

Advertising options include exterior vehicle wraps, interior digital displays, email and social campaigns, and product sampling. Initially built as an ad-supported service,

Circuit has executed media campaigns with some of the world's largest brands. For example, media partners have included JetBlue, Corona, Pepsi, L'oreal, Alex & Ani and Boatsetter and campaigns during major events such as the Fort Lauderdale International Boat Show, PGA tours, and the Super Bowl.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. The team receives regular in-bound requests from advertisers targeting Florida downtown and coastal communities. This advertising program can also help to promote local businesses. We have seen several breweries, restaurants, rental and business services, events, and cultural institutions make use of this innovative marketing channel.



Local and national businesses advertising on Circuit Vehicles

We see this as a way to reduce costs and provide a fun and engaging experience for the riders, thus helping to encourage ridership. We have found that brand sponsors improve the rider experience, and the methods Circuit uses to advertise on behalf of its advertisers can also be used to market its services to future riders.

Circuit has found that our parameters around appropriate ads align well with those of our partners, and the City of Pompano Beach would have final say on what advertisements are allowed and what would not be permitted. Any advertiser and

CIRCUIT

specific content would be submitted for approval by the City of Pompano Beach.

Optional Low Fare Model - CONFIDENTIAL

Circuit understands the City's desire to offer a fare-free service to residents, visitors, and commuters in the area. As desired we are proposing that the service be fare-free and would ensure that drivers comply with the rules outlined in this RFP about requesting a fare. Circuit's team has historically delivered its services at $0 cost to the rider. This has been a good way to promote utilization, maximize environmental and local economic benefits, and keep the Cost Per Rider low (Cost Per Rider = [Total Program Cost - Revenue] / Total Number of Riders).

Historically, Circuit has worked with Cities, Public and Private partners to craft transportation services at zero cost to the rider. Given the cost savings associated with the electric cars, and the high-frequency of short trips, Circuit has run subsidized services that boil down to approximately $3-5 Cost Per Rider (on the electric shuttles with an ad model in place).

A fare-free service will be a great way to start and market the program, drive ridership and promote local connections and attractions. In past rider surveys, Circuit has found that the #1 reason that people prefer our services is because "it's free." Riders should be rewarded and encouraged to "do the right thing" by using shared, sustainable transit. Many cities have seen great success in offering free transit options[7] and many more are exploring it.

We have provided over 3 Million free rides and firmly believe in micro-transit being free and electric. However from experience an option is there for fares, even if $1, for two purposes: control demand so the system is providing more rides for those who realize the value and need to spend the $ and second, to reduce the net cost of the program and/or be able to provide more service through another funding mechanism.

If the City does decide to charge a fare at some point, we do have the ability to charge a fare through our ride request app and have experience with low-fare models. Our proven and proprietary fare-based ride request system can be customized per rider and per ride. We can provide "promo codes" for free riders for any reason. For example, we can work with local businesses to provide a specific and customized promo code to their customers in return for their patronage. We can also implement a dynamic pricing model designed to promote more people riding together and including a Fare-Cap for grouped rides. This and Circuit's pooling algorithm will increase Riders/Ride and Riders/Car/Service hour in a fare-based

[7] https://www.fastcompany.com/40500403/should-public-transit-be-free

CIRCUIT

system. We would work with the City to determine the appropriate fare levels and any discount fare options.

Additional Optional Costs - CONFIDENTIAL

Circuit's services are flexible, and we are happy to work with the City for any service modifications. Below we include the costs for service modifications such as additional operating hours, additional vehicles or a larger vehicle for the park and ride lots if deemed necessary, and additional ADA vehicles.

Additional Options			
Vehicle	**Days**	**AVG Daily Hours**	**Cost/Hour**
GEM Vehicle	7	12	$21.16
	7	14	$20.03
	5	10	$27.39
100% Electric Shuttle Van	7	12	$30.26
	7	14	$28.26
	5	10	$38.41

Circuit offers a turnkey service with all-in pricing, which includes vehicles, staffing, insurance, technology, management, maintenance, data reports, marketing and grant writing support..

The only additional fees or costs not included in the price template would be any special services that take place outside of the regular service hours, such as events, in which case a prorated hourly rate of $18.50 would be charged.

Phase 2 Component

Circuit is interested and beyond capable of delivering a future Phase 2 component utilizing larger capacity, all-electric vans with an optional ADA position.

Understanding the desire to connect the following from west to east along Atlantic Boulevard: The Isle Casino - planned Innovation District - Old Town - across Atlantic Blvd to the City Cultural Center. This component could offer additional stops east of US1 and to a barrier island "mobility hub" at the Pier garage. Circuit would work with the City to identify useful locations and could integrate as fixed route or fixed stop locations via our app.

CIRCUIT

At initial launch we would recommend 2 electric vans with seating capacity ranges from 9-15 passengers. This was derived from our service modeling where the result would provide constant and consistent service with 15 - 20 minute headways. Pricing would vary based on desired seating and ADA configuration. Hours and days of service to be determined.

We would work closely with the City to incorporate the Phase 1 experience, resources, and team to successfully plan and roll out an expanded Phase 2 program.

All-Electric Vehicle - Passenger Van

Larger-capacity electric vans such as the Lightning Systems Lightning Electric Zero-Emission, Ford Transit Passenger Van with electric drivetrain[8]. These all-electric vehicles are available with warranty and ADA accessibility features.

[8] https://lightningsystems.com//lightningelectric-ford-transit-shuttle/

CIRCUIT

These vans can accommodate up to 14 passengers in addition to the driver. Circuit can also implement advanced health and safety measures in line with City, County and State guidelines for post-pandemic recovery, such as limiting maximum occupancy to facilitate social distancing, installing physical barriers between rows, requiring passengers and drivers to wear masks, providing PPE such as masks to drivers as part of their uniform, and implementing an advanced cleaning routine utilizing approved cleaning products. Given new updates to battery technologies our team is confident that we can provide the service with 100% electric vans.

This all-electric option reduces maintenance and fuels costs compared to an internal combustion engine vehicle and will help reduce GHG and tailpipe emissions.

Schedule to become operational

We have a proven and agile process for planning and rolling out our programs, which helps us to be efficient, to forecast needs, to time phases and tasks, to adapt 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 operational to plan an effective and replicable pilot.

Overview

Our typical schedule to become operational is roughly 90 - 100 days from date of contract. However, considering our longtime presence in the area and therefore infrastructure in place we are able to mitigate any timeline "risks" and speed up the process. We have been in the area for 10 years and have all insurance, vehicles, staff, permits, etc. in place. We have already spent time speaking with and surveying local businesses in the area and built out a full City of Pompano Beach location in our mobile application (as seen above), although we will still follow our proven work plan we are able to project being ready to launch by January 15, 2021. That is with making some selection and contracting assumptions as well as contingent on the decision to launch early or soft launch if the City is on board with the idea.

Selection Process Complete: **TBD**

Scope & Planning: Complete by **November 1**

- Work with City and Stakeholders to determine service details and more
- Contracting work and dedicated legal resources
- Gantt Chart created, adapted and finalized with team

CIRCUIT

- Vehicles, storage, charging and infrastructure planning
- Service branding conversations and mockups

Contracting Processing Complete: **December 1 (Assumed)**

- Circuit's in-house counsel will work to expedite the contracting process and work closely with the city for a timely execution.

Systems & Processes: Complete by **December 1**

- Staffing Plan
- App service location feedback and adjustments
- Internal systems and networks for hiring, scheduling, fleet management, payroll, personnel files, HRIT systems expanded to Pompano Beach location
- Initial Marketing Plan
- Operations Manager search

Execution: Complete by **January 1**

- Operations Manager Hiring & Onboarding
- Driver Ambassador Hiring & Training
- Customer Service Documentation & Training
- Vehicle Wrap & Customization
- Marketing Plan - details

Soft Launch to Official Launch: Complete by **January 15 - February 1** (depending on City decision for early soft launch)

- National, Regional and Local management on-site in Pompano Beach for continued training, oversight, PR events and Community outreach
- Press outreach and continuation of the marketing plan

Launch Analysis: Complete by **February 15**

- On the ground user and stakeholder feedback analysis
- Data analysis
- Operational, staff schedule and service adjustments
- Local business continued outreach and free, local marketing offerings in the car, on our in-vehicle screens and on the mobile app
- National PR outreach and advertising sales push - use existing network and National operations to bring City of Pompano Beach into the conversations

Detailed Schedule

Schedule To Become Operational
Ongoing Project Management

CIRCUIT

Process	Description	Team	Timing	Category
Regular Meetings - City	Circuit will convene regular meetings with City project staff to plan and coordinate project details	Circuit, City	Monthly and/or Quarterly	Communication
Regular Meetings - Stakeholders	Circuit will identify local stakeholders (i.e. Beachhouse, Oceanic or Lucky Fish owners & managers, residents, etc.) and convene regular meetings for planning and ongoing communication.	Circuit, Stakeholders	Monthly or Quarterly	Communication
Monthly Data Reporting	Circuit will provide detailed monthly data reports in PDF form as well as interactive data dashboard	Circuit, City	Monthly, Quarterly & Annual	Reporting
Phase 1- Scope and Planning				
Process	**Description**	**Team**	**Timing**	**Category**
Plan of Action and Contract	Circuit will work with the City to finalize the scope of services and hours of service.	Procurement, Legal	Timeline begins at contract execution	Communication
Operational Game Plan	Circuit's operations team will finalize a final work plan and prepare a Gantt Chart of required actions	COO	Wk 1	Operations
Fare Structures (if applicable)	Circuit will coordinate with the City project team to determine fare structures.	Circuit, City	Wk 1 -2	Communication
Prep Vehicles	Circuit will ensure brand new vehicles are identified and prepped for us	Fleet	Wk 1	Operations
Storage & Charging Facility	Circuit 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	Fleet	Wk 1 -2	Operations
Service Branding	Circuit 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
Phase 2- System & Processes				
Process	**Description**	**Team**	**Timing**	**Category**
Staffing Plan & Schedule	Circuit will prepare a finalized Staffing Plan	Operations, Personnel	Wk 2	Operations

CIRCUIT

Application	Circuit will coordinate final app build and adjustments	Technology	Wk 2	Mobile Application
Location & Personnel Files - Company Server	Circuit will set up internal files and structure to prepare for new service and personnel	Internal Development	Wk 2	Operations
Marketing Plan	Circuit will develop a marketing strategy and plan in coordination with City marketing team and efforts	Marketing	Wk 2 -3	Communication
Manager Search	Circuit will begin search for local General Manager	Operations, Personnel	Wk 3 -5	Operations
Vehicles	Circuit will track vehicle status updates and plan for vehicle delivery to market and setup	Fleet	Wk 4 - 5	Operations
Insurance	Circuit will provide the City with any and all documents needed for insurance.	COO	Wk 4	Operations, Communication
Driver Uniforms	Circuit will confirm uniforms with City and order.	Operations	Wk 4 - 5	Communication
Phase 3 - Execution				
Process	**Description**	**Team**	**Timing**	**Category**
Secure Storage & Charging	Circuit will secure necessary local facilities near the service route to store and charge the vehicles	Fleet	Wk 4 - 6	Operations
Hiring General Manager	Circuit will hire and train a local General Manager to be based in Pompano Beach. Jason Bagley and Regional Manager will coordinate transition and oversee the local General Manager.	Operations, Personnel	Wk 5 - 6	Operations
Hiring Local Team	Circuit 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.	National & Regional Operations Team, GM	Wk 6 - 7	Operations
Vehicle Setup	Circuit will prepare and setup vehicles for service, including local advertising platforms, etc.	Fleet	Wk 7	Operations
Branding Vehicles	Circuit will have vehicles wrapped with default branding for City service	Fleet	Wk 7 - 8	Operations
Office & Infrastructure	Circuit will set up office and vehicle storage/charging space, including	GM, Region	Wk 7 - 8	Operations

CIRCUIT

Setup	installing any required infrastructure.			
Device Setup	Circuit will obtain and setup sufficient mobile devices for driver communication and vehicle tracking.	GM, Region	Wk 8 - 9	Operations, Communication
Training Drivers for Launch	Circuit will work to train drivers ahead of service launch. Drivers will be provided informational training tools, classroom training, in-vehicle training as well as a Driver Manual.	GM, Region	Wk 10 - 11	Operations
Schedule Wkly Management Calls	Circuit will coordinate regular calls with the local General Manager and Circuit's regional and national operations teams	GM, Region	Wk 10	Communication, Operation
Schedule Monthly Driver Info Sessions	Circuit will coordinate monthly Driver info sessions for ongoing training purposes	COO, GM, Region	Wk 10	Communication, Operation
Customer Service Database Setup	Circuit will set up Customer Service Database for operational and technology questions, feedback, concerns	Technology Team	Wk 10 - 11	Communication, Reporting
Phase 4 - Launch				
Process	**Description**	**Team**	**Timing**	**Category**
National Management On-Job Training	Circuit will conduct ride-alongs and continued training with staff to ensure effectiveness and efficiency of service	COO & Others	Wk 10 - 12	Operations
All-Hands Group Welcome & Training	Circuit National and Regional team welcomes local team and conducts group training sessions	COO & Others	Wk 10	Operations
Individual Training	Circuit conducts individual training sessions with local staff	GM, Region	Wk 10 - 12	Operations
Press Outreach & Sales (Round 1)	Circuit 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	Circuit will launch program on designated launch date	Circuit, City	Wk 11 - 12, tbd	Operations
Phase 5 - Launch Monitoring				
Process	**Description**	**Team**	**Timing**	**Category**

CIRCUIT

Press Outreach (Round 2)	Circuit will continue to market the service and conduct a second round of press outreach, in coordination with City marketing team and efforts	Marketing	Wk 13 - 14	Communication
Local Business "Road Show"	Circuit 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	Circuit will study developing ridership trends and analyze initial performance and rider and community feedback.	COO & GM, Region	Wk 14 - 16	Reporting
Data Report Setup & Updates	Circuit 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	Circuit will coordinate with City project team to review initial program and make any necessary adjustments	Circuit, City	Wk 16	Communication, Reporting, Operations

Q1 Review

Process	Description	Team	Timing	Category
Ongoing Training - Staff & Managers	Circuit will conduct ongoing training of drivers and public facing staff	GM, Supervisors, Region	Wk 24	Operations
Staff Performance Reviews	Circuit will conduct performance reviews of all local staff.	COO, Region, GM	Wk 24	Operations
Manager & Supervisor Reviews	Circuit will conduct performance reviews of all local managers and supervisors	COO, Region, GM	Wk 24	Operations
Adjustment Report & Analysis	Circuit will provide regular reports to City and collaborate with City to adjust service based off data trends, passenger feedbacks and stakeholders requests	Circuit, City	Wk 24	Reporting, Communication

Q2 Review

Process	Description	Team	Timing	Category
Ongoing Training - Staff & Managers	Circuit will conduct ongoing training of drivers and public facing staff	GM, Supervisors, Region	Wk 36	Operations
Staff Performance	Circuit will conduct performance reviews of all local staff.	COO, Region, GM	Wk 36	Operations

CIRCUIT

Reviews				
Manager & Supervisor Reviews	Circuit will conduct performance reviews of all local managers and supervisors	COO, Region, GM	Wk 36	Operations
Adjustment Report & Analysis	Circuit will provide regular reports to City and collaborate with City to adjust service based off data trends, passenger feedbacks and stakeholders requests	Circuit, City	Wk 36	Reporting, Communication

Q3 Review

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

Q4 Review

Process	Description	Team	Timing	Category
Service Extension	Circuit will work with the City project team for any service extensions or expansions beyond the initial 1 year of service	Circuit, City	Wk 56 - 58	Communication
Ongoing Training - Staff & Managers	Circuit will conduct ongoing training of drivers and public facing staff	GM, Supervisors, Region	Wk 60	Operations
Staff Performance Reviews	Circuit will conduct performance reviews of all local staff.	COO, Region, GM	Wk 60	Operations
Manager & Supervisor Reviews	Circuit will conduct performance reviews of all local managers and supervisors	COO, Region, GM	Wk 60	Operations
Adjustment Report & Analysis	Circuit will provide regular reports to City and collaborate with City to adjust service based off data trends, passenger	Circuit, City	Wk 60	Reporting, Communication

	feedbacks and stakeholders requests			

References - CONFIDENTIAL

Circuit References	
Client & Address	Description of Program
Client: City of Hollywood 2600 Hollywood Blvd., Rm 303 Hollywood, FL 33020-4807 **Contact**: Paul Bassar Procurement & Contract Compliance Director 954-921-3628 PBASSAR@hollywoodfl.org	**Type of Service**: on-demand microtransit services **Contract Term**: May 2019 - present **Nature of Services**: 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. **Nature & Type of Vehicles**: all-electric Polaris GEM e6 **Revenues Generated to Offset Operating Cost**: $58,398 Total Advertising Revenue in first 6 months where advertising was allowed, 50% revenue share with City = $29,199 credit. The 1st year of contract always has lowest advertising revenue and takes time to build momentum and ongoing sales. (Self-branded service in 2019, third party advertising in 2020) **Net Annual Payments Due by Client, 2019**: $808,045 total paid for 2019 - 2020 annual contract with Advertising Credits and discounts for reduced service during COVID $419,075 total paid for 2019 (service started May 1, 2019)
Client: City of San Diego Economic Development Department 1200 Third Ave., 14th Floor San Diego, CA 92101 **Contact**: Ben Verdugo Community Parking District Manager	**Type of Service**: on-demand microtransit services **Contract Term**: August 2016 - June 30, 2021 (4x 5 year renewals) **Nature of Services**: In 2016, Circuit won a contract with Civic San Diego to launch the Free Ride Everywhere Downtown (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

CIRCUIT

CONFIDENTIAL

619-533-7119 BVerdugo@sandiego.gov	contract, which moved under the jurisdiction of the City of San Diego in 2019. **Nature & Type of Vehicles**: all-electric Polaris GEM e6 **Revenues Generated to Offset Operating Cost, 2019**: $331,803.56 in Advertising Revenue (no fares to rider) **Net Annual Payments Due by Client, 2019**: $1,200,000 Based on extremely high demand the City wants more vehicles so advertising revenue is used to add service through additional vehicles and not revenue share with City. This effectively achieves a $1,531,803 service where the City pays $1,200,000 of that total service.
Client: City of New Rochelle 515 North Avenue New Rochelle, NY 10801 **Contact**: Kevin Kain Director of Planning & Sustainability 941-654-2191 kkain@newrochelleny.com	**Type of Service**: on-demand microtransit services **Contract Term**: August 2019 - present **Nature of Services**: 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. **Nature & Type of Vehicles**: all-electric Polaris GEM e6 **Revenues Generated to Offset Operating Cost, 2019**: (Self-branded service in 2019, third party advertising in 2020) **Net Annual Payments Due by Client, 2019**: $328,298 total annual 2019 - 2020 year $138,658 total paid for 2019

Other Similar Partner Programs - CONFIDENTIAL

Client Name & Address	Contact (Name, Title, #)	Term	Description
The Gardens Mall 3101 PGA Blvd Palm Beach Gardens, FL 33410	Whitney Pettis Director, Marketing & Merchant Relations 561-622-2215	2018 - Present	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.
City of Long Beach City Hall Office 411 West Ocean Blvd. 11th Floor Long Beach, CA 90802	Jeannine Pearce Councilmember, District 2 562-570-2222	Piloted April - June 2018	Circuit operated a pilot program for a Downtown Long Beach On-demand Microtransit Service designed to help with circulation during the busy Grand Prix and Pride Festivities.
Marina del Rey Convention and Visitors Bureau 4701 Admiralty Way Marina del Rey, CA 90292	Kat Jacobs Marketing Communications Professional 310-306-9900 x101	2016 - Present	Circuit operates a year-round shuttle service connecting the marina, nearby Venice Beach, and business district for visitors, residents, and employees, with peak service for summer.
Los Angeles County, Department of Beaches & Harbors 13837 Fiji Way Marina del Rey, CA 90292	Carol Baker Community & Marketing Services Division Chief 424-526-7871	2016 - Present	This department has supported our Marina del Rey / Venice Beach year-round on-demand shuttle service for its work in improving coastal and marina access.
Palm Beach County Convention Center 650 Okeechobee Blvd West Palm Beach, FL 33401	Ashley Medeiros Senior Manager, Destination Services at Discover The Palm Beaches 561-233-3056	2015 - Present	Circuit works with Discover the Palm Beaches on marketing and convention event services. In 2018, Circuit was nominated Vendor of the Year for its services. Ashley Medeiros of Palm Beach County Convention Center said: *"(Circuit) is a wonderful option for transportation and the entire team truly cares about creating unique experiences for passengers."*
Santa Monica Travel & Tourism 2427 Main Street Santa Monica, CA 90405	Misti Kerns CEO 310-319-6263	2014 - Present	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.

CIRCUIT

CONFIDENTIAL

Other Programs - CONFIDENTIAL

We have operated ad-supported services in these locations in the last 3 years, for which there was not a City Partner contract for service:

Southampton, NY (Southampton Village) East Hampton, NY (East Hampton Village & Montauk) Brooklyn, NY (Williamsburg) Asbury Park, NJ Fort Lauderdale, FL Galt, FL (pilot near Fort Lauderdale) Miami, FL	Austin, TX Houston, TX Dallas, TX Boston, MA Denver, CO Chicago, IL Newport Beach, CA (Newport Center)

Circuit has a vast network of brand sponsors and has run over 300 campaigns in the past 5 years. The team's contacts are in a variety of industries including but not limited to fashion, retail, beverages, tech, entertainment, beer, CPG products, local businesses, and large local employers. Examples include: Vita Coco, JetBlue, Corona, Vitamin Water, Kate Spade, Ralph Lauren, HBO, Coca Cola, Doritos, Runa, Honest Tea, Alex & Ani, L'Oreal, Sanuk, Burger King, T-Mobile, AT&T, and Coors.

National and local advertiser sponsored cars operating in South Florida

Local Businesses

Circuit does not intend to use Subcontractors for this program. Circuit would be willing to work with local and Minority and Women-Owned Business Enterprises (MWBE) for services such as printing, maintenance, tires and parts, and others. While our team is more than capable of handling all aspects of this RFP, we're also willing to work with others if the City determines it would like us to do so.

CIRCUIT

Litigation

Circuit has not been involved in any litigation within the past five years.

Impact of Covid-19

As with most, Covid has had a significant impact on our business. In mid- March we suspended service in 8 markets, however kept operational in all City Partnered locations as deemed necessary to connect people to essential services. We adjusted app ride requests requiring they originate or end at an "essential service" - grocery store, pharmacy, doctors office, etc. All advertising supported locations have since re-opened and ridership has been steadily climbing back to pre-pandemic levels.

There has since been an increased attention to the service Circuit offers as ridership for mass transit and rideshare services with independent contractors has dwindled. There is increased demand for smaller, lower capacity transit services that are easier to perform regular sanitizing between riders and options to keep groups separated.

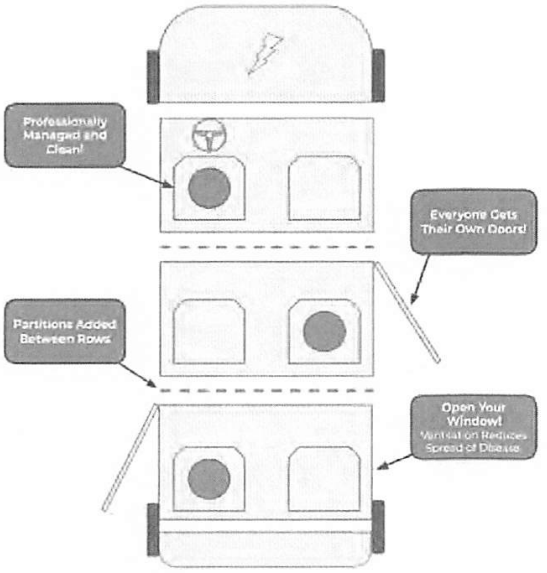
Circuit has incorporated advanced cleaning and safety measures in line with best practices under the current pandemic crisis, including additional training for drivers and operational staff. These measures have included regular cleaning of vehicles, masks required for riders and drivers, turning off the app pooling feature, reducing vehicle passenger capacity, and fitting and adding physical plastic partitions between passenger seating rows and between passengers and the driver. We have incorporated in-app and email/social media messaging to notify passengers of changes. Our operations team has begun piloting advanced cleaning through ultraviolet technology in partnership with UV technology startup Dimer[9].

We have worked closely with our City Partners to coordinate any service changes and have implemented advanced safety measures. We added rider messaging to remind riders of requirements to use the service and note local service changes, such as reducing capacity to 2 riders per vehicle and requiring masks. We have also adjusted to help deliver food in partnership with food banks, restaurants, and grocery stores and also to transport visiting nurses between their hotel and hospital.

We have also implemented rigorous safety measures to keep our drivers and the community safe. In Hollywood we instituted mandatory COVID-19 testing for drivers as well as temperature checks with an infrared thermometer prior to each shift.

[9] https://www.ridecircuit.com/circuit-and-dimer

CIRCUIT



We have closely coordinated our efforts with our City partners. Rider feedback during this time has shown that our operations continue to be a safe and trusted resource:

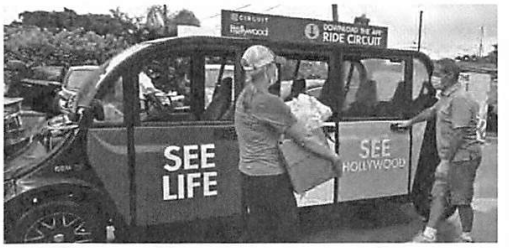
"*Driver is very friendly and knowledgeable! Great service, glad it is here to help us health care workers right now!*" -- New Rochelle NY Rider

"*CLEAN, safe ride with friendly driver!*" -- Hollywood FL Rider

"*We appreciate your service during this time. Thank you!*" -- San Diego CA Rider

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

CIRCUIT



Mutual Aid

In response to the COVID-19 outbreak, Circuit has adapted to provide mutual aid to the Hollywood community. Beginning in April 2020, Circuit partnered with Feeding South Florida, who have been supplying to local food banks. The three food banks involved are Liberia Economic and Social Development Inc., Community Enhancement Collaboration, and Cruciform Church. These organizations assemble boxes of donated food to be distributed and our drivers pick up the boxes and deliver them directly to the homes of the most vulnerable who don't have access to transportation. The Hollywood drivers have made 1,092 deliveries to those in the community who are at risk.

Additionally, Circuit has been helping to move essential workers in San Diego and has volunteered its services to help shuttle visiting healthcare workers in New Rochelle, NY, an area severely impacted by the pandemic. 511 NY Rideshare called the program "Heroes Helping Heroes". [6]

Attachments

Case Studies

Case Studies for Circuit programs continue on the following pages:

CIRCUIT

Hollywood, FL - Hollywood Sun Shuttle

Circuit Hollywood

"Sun Shuttle Exceeds Expectations"

- Hollywood Gazette 2019

HOW THE SERVICE WORKS

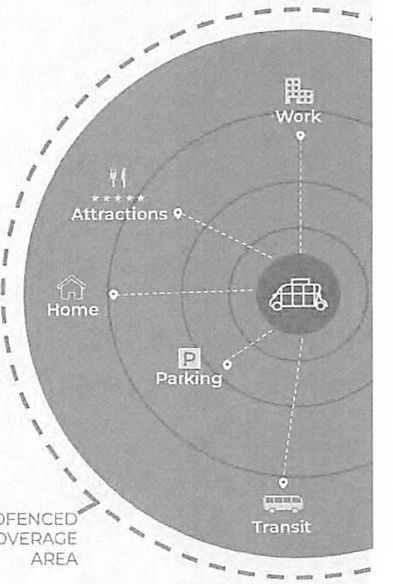
100% Electric, 100% Free Rides can be requested to and from anywhere within the coverage zone on-demand, or by simply waving down a driver.

HOURS OF OPERATION

Mon - Thurs	10 am - 9 pm
Friday	10 am - 10 pm
Saturday	10 am - 10 pm
Sunday	10 am - 9 pm

Available on the App Store

GET IT ON Google Play



On-demand, without causing more traffic

W2 employment, local job creation

Reliable and adjustable electric fleet

www.ridecircuit.com
info@ridecircuit.com

Download the Ride Circuit App

App Store | Google Play

All Rights Reserved - Circuit Transit Inc. 2019

CIRCUIT

CIRCUIT

Last Mile, People First
Hollywood, Florida

HOW IT'S GOING

- **13000+ Riders/Month**
- **0** Gallons of Gas
- **18+ Jobs** Created
- **100% Demand** during busy times
- Annual **Contract Renewed** June 2020

Here's what 172 of our past riders had to say:

Resolving Parking Issues

44% of respondents use Circuit to **avoid looking for parking**

Making Connections

36% of riders use Circuit to connect from the beach to downtown

Reducing Car Usage

42% of riders use Circuit to **avoid driving their personal vehicle** a short distance

Locals Ride Circuit

Over **71.5% of Circuit riders live in Hollywood** or Broward County

First Electric Ride

78% of riders had their first experience in a fully electric car with Circuit

In High Demand

93% of riders would like to see **more Circuit cars** added to Hollywood

Top 3 Things Riders Love

It's an easy way to move short distances

100% Electric and eco-friendly

FREE

All rides are free

All Rights Reserved - Circuit Transit Inc. 2019

ridecircuit.com

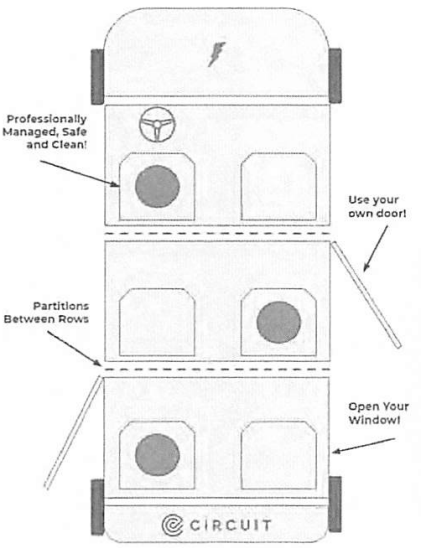
CIRCUIT

CIRCUIT

Last Mile, People First
Hollywood, FL

Adapting for Covid-19 Pandemic

Circuit's flexibility has been invaluable during the Covid-19 Pandemic. The team has worked hard to help the community and adapt to the changing items



Safety & Community First

- W2 Drivers in PPE
- Safety and cleaning procedures in place
- Reduced riders per ride and rides to social events
- Vehicle modifications to help with ventilation and encourage separation

Circuit also helped with food deliveries and essential needs, including **at-home food deliveries for Feeding South Florida!**

ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs.
We work with innovative cities and forward- thinking advertising partners to provide last-mile, electric shuttle services that make mobility easier, smarter, more affordable, and fun. Since starting, we've has given over 3 million rides without burning an ounce of gas.

FAST COMPANY
12-23-19 | WORLD CHANGING IDEAS
How this electric vehicle ride-share company won the trust of cities without 'disrupting' them
Circuit's fleet of 140 electric cars across the U.S. caters to commuters and mall-goers while employing 150 full-time workers—and getting paid by cities.

Sales / Advertising Inquiries: **sales@ridecircuit.com**
General Inquiries: **info@ridecircuit.com**
All Rights Reserved - Circuit Transit Inc. 2019
ridecircuit.com

CIRCUIT

San Diego, CA - Free Ride Everywhere Downtown

CIRCUIT

Last Mile, People First
FRED San Diego

Case Study 2019

In 2016, the City of San Diego partnered with Circuit to solve a downtown mobility problem. The solution they created solves more than that.

THE CHALLENGE

- Enhance downtown mobility options
- Reduce demand for parking
- Promote Economic Development
- Reduce GHG Emissions

THE SOLUTION

- Free local shuttles
- Ride request application
- Geofenced downtown zone
- 100% Electric Fleet

THE RESULTS

93%
"It makes downtown better"

250k+
Riders/Year

36+ W2
"Prevailing Wage" Jobs

110.5
Metric Tons CO2 Saved per Year

168k+
VMTs Saved per Year

CIRCUIT

CIRCUIT

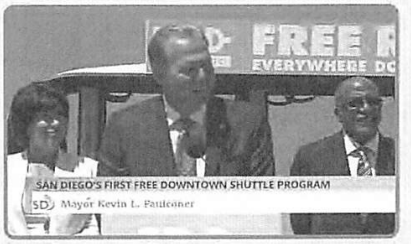
Last Mile, People First
FRED San Diego

Case Study

BACKGROUND

Getting around downtown San Diego was difficult. A few years ago the city of San Diego, the Downtown Partnership (DSDP) and Civic San Diego (Civic) commissioned the Downtown Circulator Shuttle Strategic Implementation Plan to **"enhance the growth and development of Downtown, help reduce the demand for parking, and provide more choices for travel within Downtown."** They studied a number of options; weighing costs, potential ridership and environmental impact.

After a competitive RFP process, Civic selected Circuit to operate a downtown circulator program. What Circuit offered was different but proven, offered an all-electric fleet with an ADA accessible option, a revenue share from third party advertising, and fare-free rides. Beginning in 2016, Circuit began serving San Diego under the name FRED. Since then, the service has expanded, provided over 600k rides, created jobs, won awards, and has improved the quality of life for the residents, workers and visitors of the area.



Mayor Faulconer at the FRED Ribbon cutting

FRED San Diego on CBS Smart Cities Story

ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs. We work with innovative communities and forward-thinking advertising partners to provide fare-free electric shuttle services that make mobility easier, smarter, more affordable, and fun.

Circuit (formerly known as The Free Ride) offers on-demand rides around busy downtown areas across the US using a fleet of all-electric shuttles and a custom ride request app. The service aggregates riders, creates local jobs and connects brands with people in a beneficial way. Since starting, Circuit has given over 3 million rides, worked with Urban-X and CivStart accelerators, won numerous awards, and been applauded by the press.

All Rights Reserved - Circuit Transit Inc. 2019

ridecircuit.com

CIRCUIT

CIRCUIT

Last Mile, People First
FRED San Diego

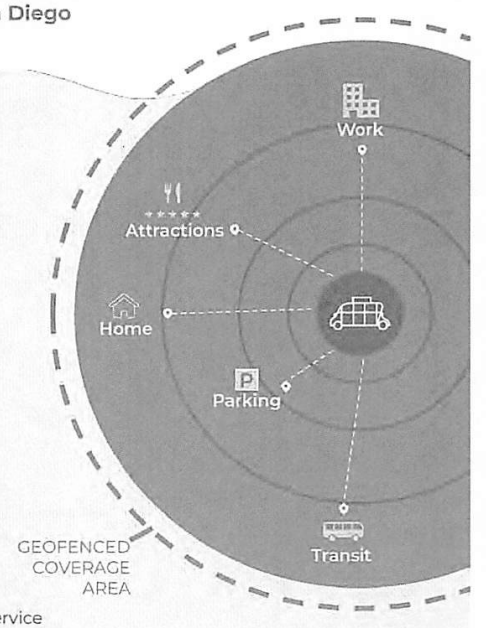
Case Study

HOW THE SERVICE WORKS

Circuit hired local management and drivers/ambassadors. The staff is trained in operations, customer service and maintenance. Circuit currently employs 35+ local w2 employees making living wages, including veterans.

Circuit owns, insures, and operates a fleet of all-electric Polaris GEM e6 vehicles, manufactured in the US.

Rides can be requested to and from anywhere within the coverage zone by the Ride Circuit app or by simply waving down a driver.



HOURS OF OPERATION

Mon - Thurs	7 am - 9 pm
Friday	7 am - 12 am
Saturday	8 am - 12 am
Sunday	9 am - 9 pm

Available on the App Store

GET IT ON Google Play

FEATURES

Ride Request App | Pooling Functionality | Point-to-Point Service
All-Electric Fleet | Downtown Coverage Area | ADA Request Options

HOW IT'S GOING

- **250k+** riders/year
- **0** Gallons of Gas
- **35+ Jobs** Created
- **110.5** Metric Tons C02 Emissions Reduced on average per year
- **100% Demand** during busy times
- City Opted to Expand Program

22% Increase in Riders 2018-19

Cost per Rider **< $4.30**

FAST COMPANY

12-23-19 | WORLD CHANGING IDEAS

How this electric vehicle ride-share company won the trust of cities without 'disrupting' them

Circuit's fleet of 140 electric cars across the U.S. caters to commuters and mall-goers while employing 150 full-time workers-and getting paid by cities.

All Rights Reserved - Circuit Transit Inc. 2019

ridecircuit.com

CIRCUIT

CIRCUIT

Last Mile, People First
FRED San Diego

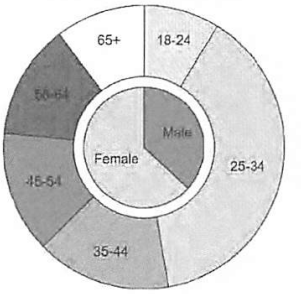
Case Study

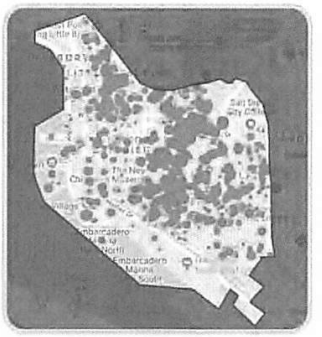
WHAT THE RIDERS ARE SAYING

SURVEY RESULTS:

- ★ Over 75% of riders live or work downtown
- ★ **93% think Downtown is better off because of FRED**
- ★ Nearly 1 in 3 report using FRED to connect to public transit
- ★ Over 75% use FRED/Circuit in lieu of their personal vehicle
- ★ 4.9 average in-app rating of their ride (scale of 1 - 5)

WHO'S RIDING?





FEEDBACK:

"It's convenient and fun to take the bus downtown and then hop on FRED to get to my final destination!"

"Not just a ride; more like having a tour guide...."

"It's wonderful, especially for seniors"

"Great driver, easy to talk to and I can see he enjoys his job!"

WHAT EVERYONE ELSE IS SAYING

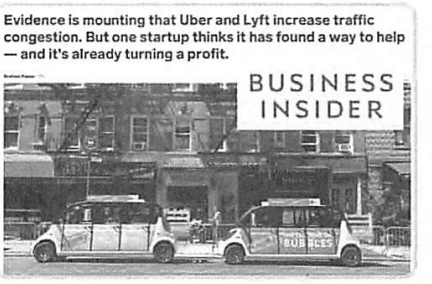
PARTNERS:

"It's been a pleasure to work with the team.... Circuit has served as the integral partner of a highly utilized and sustainable transportation system in San Diego."

Ben Verdugo, Civic San Diego

Micro mobility options, like the FRED program in Downtown, provide one tool in the economic development toolkit by addressing the last mile dilemma."

Mathew Sanford, Senior Director, Economic Development, SD Economic Development Corporation



"Since FRED's introduction to San Diego in 2016, Circuit has become an integral part of Downtown's mobility structure. It provides residents, employees, and visitors a free, green, and enjoyable way to traverse Downtown's neighborhoods while also mitigating congestion and parking issues."

Betsy Brennan, President & CEO, DSDP

All Rights Reserved - Circuit Transit Inc. 2019

ridecircuit.com

CIRCUIT

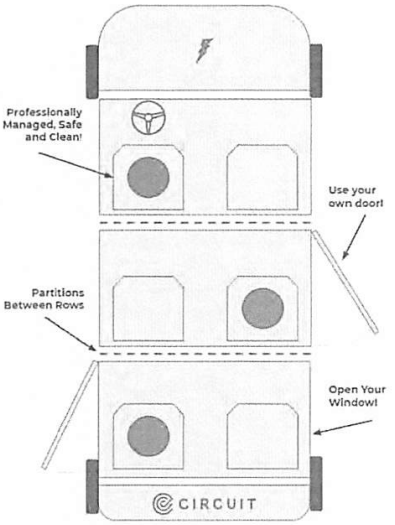
CIRCUIT

Last Mile, People First
FRED San Diego

Case Study

ADAPTING FOR COVID -19 PANDEMIC

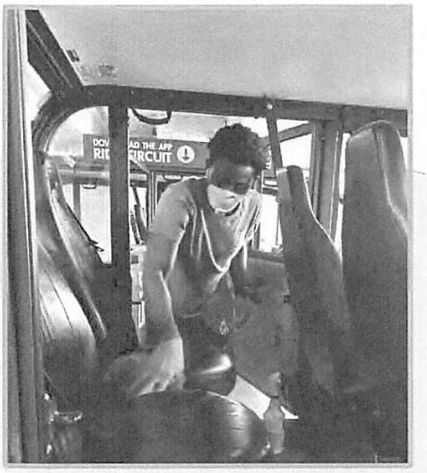
Circuit's flexibility has been invaluable during the Covid-19 Pandemic. The team has worked hard to help the community and adapt to the changing items



Safety & Community First

- W2 Drivers
- in PPE
- Safety and cleaning procedures in place
- Reduced riders per ride and rides to social events
- Vehicle modifications to help with ventilation and encourage separation.

In San Diego, Circuit made sure to continue helping the community by connecting residents to essential business including: pharmacies, grocery stores, banks, convenience stores ands more.

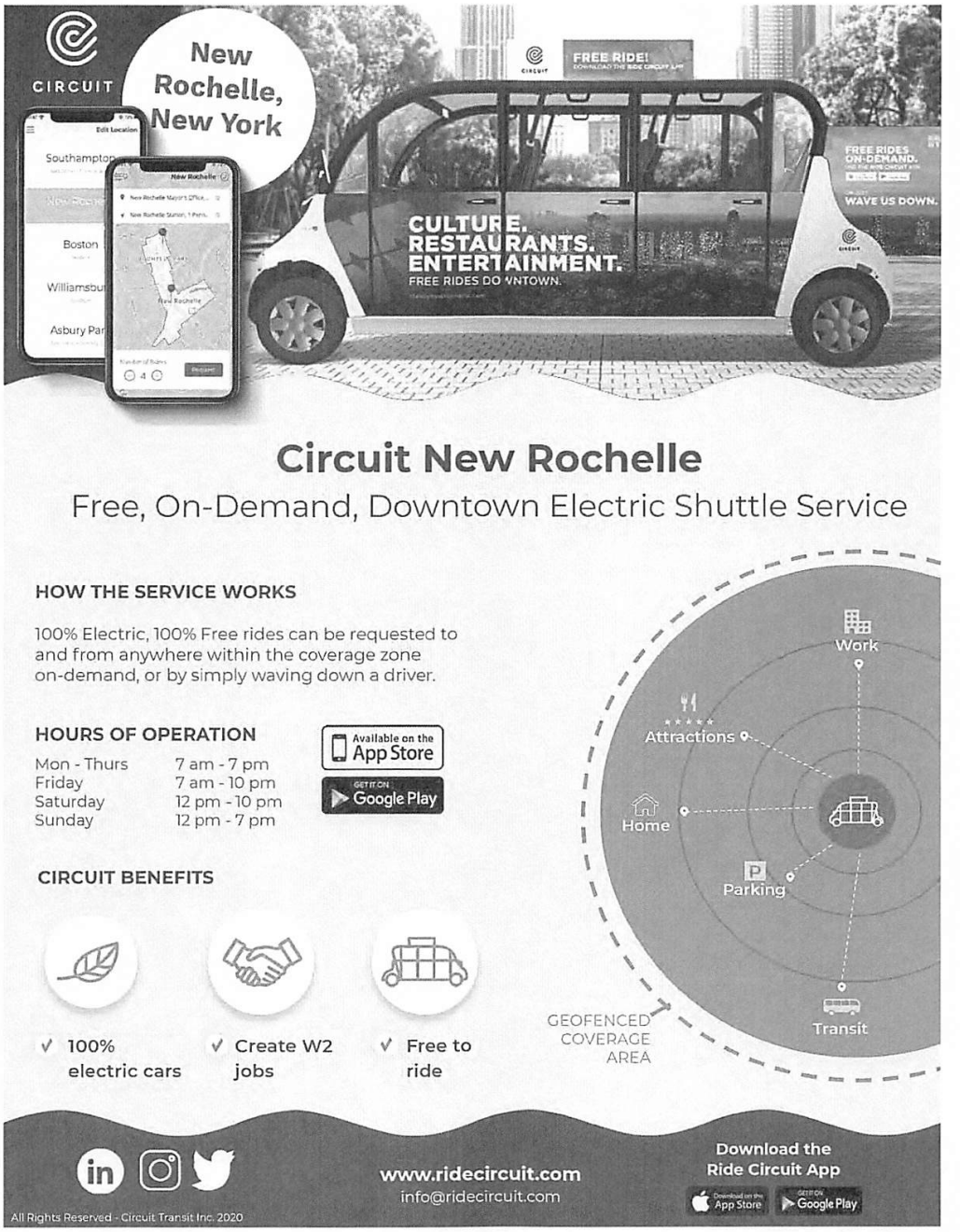


All Rights Reserved - Circuit Transit Inc. 2019

ridecircuit.com

CIRCUIT

New Rochelle, NY - Circuit NR



CIRCUIT

CIRCUIT

Last Mile, People First
New Rochelle, NY

How It's Going

- **9000+** riders in the first 3 months
- **0** Gallons of Gas
- **3 Cars, 6 Jobs** Created
- **100%** Demand during rush hours

Here's What Our Past New Rochelle Riders Had To Say

Resolving Parking Issues

24% of respondents use Circuit to avoid parking

Making Connections

33% of riders use it to **connect trains & buses**

Reducing Car Usage

22% of riders use it to avoid driving their own cars

Locals Ride Circuit

Over **90%** of Circuit riders **live in New Rochelle**

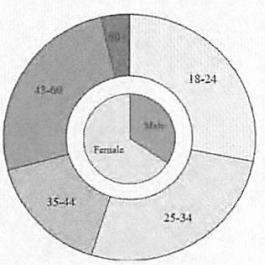
First Electric Ride

91% of riders had their first experience in a fully electric car with Circuit

In High Demand

97% of riders would like to see more Circuit cars added to New Rochelle

Who is Riding?



"The responses I've received have been overwhelmingly positive... Speaking for myself, I think it's an excellent program." - Mayor Bransom

All Rights Reserved - Circuit Transit Inc. 2020

ridecircuit.com

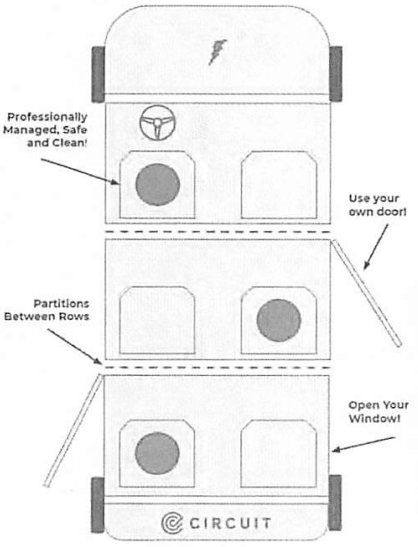
CIRCUIT

CIRCUIT

Last Mile, People First
New Rochelle, NY

Adapting for Covid-19 Pandemic

Circuit's flexibility has been invaluable during the Covid-19 Pandemic. The team has worked hard to help the community and adapt to the changing items



Safety & Community First

- W2 Drivers in PPE
- Safety and cleaning procedures in place
- Reduced riders per ride and rides to social events
- Vehicle modifications to help with ventilation and encourage separation.

Circuit also helped offer rides to testing facilities and worked with the City, Montefiore Hospital and 511NYRideshare **to offer shuttles for visiting healthcare workers.**

ABOUT CIRCUIT

Circuit's ultimate goal is to reduce congestion and its harmful effects on the environment and our quality of life. We do this by getting people out of their cars for short trips, encouraging visitors to park once, and by making connections to existing mass transit hubs.

We work with innovative cities and forward-thinking advertising partners to provide last-mile, electric shuttle services that make mobility easier, smarter, more affordable, and fun. Since starting, we've given over 3 million rides without burning an ounce of gas.

FAST COMPANY
12-23-19 | WORLD CHANGING IDEAS
How this electric vehicle ride-share company won the trust of cities without 'disrupting' them
Circuit's fleet of MO electric cars across the U.S. caters to commuters and mall-goers while employing 150 full-time workers and getting paid by cities

Sales / Advertising Inquiries: **sales@ridecircuit.com**
General Inquiries: **info@ridecircuit.com**

All Rights Reserved - Circuit Transit Inc. 2019

ridecircuit.com

CIRCUIT

Letters of Support

City of Hollywood FL

Office of the City Manager
Gus Zambrano
Assistant City Manager for Sustainable Development

CITY OF Hollywood FLORIDA

tel: 954.921.3201

September 15, 2020

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue, Building C
Pompano Beach, FL 33060

RE: RFP P-29-20 Micro-Transit Transportation Services

Dear Mr. English:

Circuit Transit, Inc. is applying for the City of Pompano Beach Request for Proposals P-29-20 for Micro-Transit Transportation Services.

The ability of public transit provides many benefits. Taking progressive actions to enhance transportation in an on-demand and eco-friendly way offers countless benefits.

Circuit Transit has many locations in the South Florida area which include, West Palm Beach, Fort Lauderdale, Hollywood and Miami. They are experienced and their professional operators that are part of the community and provide a fun and convenient customer experience. Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, safety and the communities it operates in. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems that many Cities struggle with. There great potential for their services to grow further in local communities.

If you require additional information, please do not hesitate to contact me at 954.921.3201 or via email at gzambrano@hollywoodfl.org.

Thank you for your consideration and review.

Sincerely,

Gus Zambrano
Assistant City Manager, Sustainable Development

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, Florida
33022-9045
hollywoodfl.org

CIRCUIT

Urban-X Accelerator

URBAN-X

BUILT BY URBAN.US MINI

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

September 17, 2020

To Whom It May Concern

I, Miriam Roure, Program Director at URBAN-X, understand that Circuit Transit Inc. is responding to the current Request for Proposal (RFP) P-29-20 for Micro-Transit Transportation Services.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I've also spent some time studying the transportation space and believe that cities would benefit from flexible and electric transportation services. I commend the City for taking progressive actions to address the transportation and parking issues in an on-demand and eco-friendly way.

MINI as an automotive company and brand was born from the Suez Canal gasoline crisis and its impact on transportation infrastructure in the UK. Since 1959, the company has become synonymous with an urban lifestyle, evolving as cities change.

Recognizing the current challenges of climate, energy, and mobility occurring in cities, MINI (under the ownership of the BMW Group) launched the URBAN-X accelerator program in 2015 as an early-stage investment vehicle. Through this mechanism, we seek out the best startups around the world with disruptive technologies to reimagine city life. We invested in Circuit as part of URBAN-X Cohort 05 and have been supporters of their vision ever since. Their traction in over 20 US cities speaks to the value they're creating for municipalities and transit agencies across the country.

Circuit (Formerly The Free Ride) has successfully operated electric shuttle services in San Diego (FRED), Hollywood, FL (Sun Shuttle), New Rochelle, NY and other cities around the US. Additionally, I've seen the company evolve and improve tremendously over time. We need to limit the number of cars on the road and Circuit provides a valuable and eco-friendly service. The cars are all-electric, the drivers are all w2 paid, local employees and the shared rides are enjoyable.

29 Norman Avenue
Brooklyn, NY 11222
urban-x.com
hello@urban-x.com
t: @urbanxaccel
f: /urbanxaccel

Copyright All Rights Reserved © URBAN-X, LLC. and its related companies and the property of their respective owners

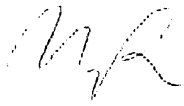
CIRCUIT

I've ridden Circuit's cars in Brooklyn and think it's a wonderful service that should be expanded. Circuit's program can help to connect visitors and residents, reduce greenhouse gas emissions and relieve parking congestion.

Please feel free to contact me if you have any questions or would like any more information that would help you evaluate their application. We look forward to Circuit's continued success.

Thank you for your consideration and review.

All the best,



Miriam Roure
Program Director, URBAN-X
29 Norman Avenue
Brooklyn, NY 10011

29 Norman Avenue
Brooklyn, NY 11222

urban-x.com
hello@urban-x.com

t: @urbanxaccel
f: /urbanxaccel

Copyright All Rights Reserved | 2019 CIRCUIT INC. You are not allowed to reproduce any of the property of Circuit without

CIRCUIT

CivStart Accelerator

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

September 17, 2020

To Whom It May Concern

I, Anthony Jamison, understand that Circuit Transit Inc. is responding to the current Request for Proposal (RFP) P-29-20 for Micro-Transit Transportation Services.

Over the past few years, we've seen on-demand transportation offer a variety of benefits: reducing single-occupancy vehicles and greenhouse gas emissions, connecting to local transit, promoting circulation and mobility, and ultimately getting people out of their cars. I commend the City of Pompano Beach for taking progressive actions to address local transit needs and think Circuit would be a great fit.

Circuit's team has been a pleasure to know and work with and have been great at building local support. Circuit's team has focused on jobs, safety and the communities it operates in. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems that many cities struggle with. I see great potential for their services to grow further in South Florida and along transit routes.

I've gotten to know Circuit's leadership team over the past year during their participation as a member of Cohort 1 of the CivStart accelerator program. I think it's a wonderful service that should be expanded. Circuit's program can help to connect visitors and residents to mass transit, employment, entertainment, parking and other destinations within the City.

I support Circuit's application and hope that the program can help to expand the service to new areas.

Thank you for your time and review.

All the best,

Anthony Jamison

Anthony Jamison
CEO / Co-Founder
CivStart Accelerator
civstart.org

CIVSTART

CIRCUIT

Letter of Support by Pompano Beach Resident Rose Puerto

City of Pompano Beach
Attn: Jeff English
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

September 15, 2020

Dear Mr. English,

I understand that Circuit Transit Inc. is applying for the City of Pompano Beach Request for Proposal P-29-20 for Micro-Transit Transportation Services.

As our city grows, it would be wonderful to address the issues of a growing population (which means additional cars and less parking availability) in an eco-friendly manner.

I am familiar with Circuit's operations in South Florida and elsewhere. Currently, they are in West Palm Beach, Fort Lauderdale and in Hollywood. I think the service ("on-demand", safe and local) will truly help us unite Pompano's West Side to the East as residents will be able to easily hop into a cute little electric vehicle and get across town for dinner or other beach activities. Likewise, as more destinations develop in areas off the beach, folks in the Eastern districts can travel to cultural activities and events out West.

Circuit's team is professional and well experienced at what they do. They have created a safe, beneficial and fun service that will help Pompano continue to develop into a diverse, united, unique beach community.

Important benefits include the creation of local jobs for our residents and the provision of an alternative way to commute (as we know, high season causes excessive traffic and congestion on our roads).

I support Circuit's application and look forward to the program coming to Pompano Beach! I was very excited about the news of their application when I learned about it.

Thank you for your consideration of my endorsement for bringing Circuit Transit to our beautiful little beach community!

Sincerely,

Rose Puerto

Rose Puerto
525 North Ocean Boulevard, Apt 1722
Pompano Beach, FL 33062
(917) 686-4659

RESOLUTION NO. 2020- 229

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ACCEPTING A GRANT IN THE AMOUNT OF $833,000.00 FOR ASSISTANCE IN FUNDING THE OPERATION OF A COMMUNITY TRANSIT CIRCULAR SERVICE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach has been awarded a Grant from the State of Florida Department, Department of Transportation, for assistance in funding the operation of a community transit circular service; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally accept the Grant; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida, Department of Transportation, accepting a grant in the amount of $833,000.00 for assistance in funding the operation of a community transit circular service, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of July, 2020.

DocuSigned by:
Rex Hardin
502CB7B0EB3E480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND, CITY CLERK

MEB/jrm
7/22/2020
l:reso/2020-261

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
446659-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55042010429
Contract Number:	G1P49	Federal Award Date:		Vendor Number:	F596000411002
CFDA Number:	N/A	Agency DUNS Number:			
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 8/27/2020 | 2:05 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and the City of Pompano Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for three years of operating a community transit circulator service, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
   _ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 29, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

a. The estimated total cost of the Project is $1,666,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $833,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

   If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

   A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. X If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. X Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

   "To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Pompano Beach

By: -See City Signature Page Attached-

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Steven C. Braun, P.E. 86FB79A8F1EF4EE...

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by: Jet Niewood 13D3932D13274...

"CITY":

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND
CITY CLERK

(SEAL)

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB780EB3E480...
REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A67E15A44C8...
GREGORY P. HARRISON, CITY MANAGER

Approved As To Form:

DocuSigned by:
Mark Berman
B4DD5E1CDA804A1...

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): funding for three years of operating a community transit circulator service

B. Project Location (limits, city, county, map): City of Pompano Beach/Pompano Beach, FL/Broward

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See attached grant application. The City's objective in developing its new transit program is to improve and expand transit services and ultimately relieve congestion on a major roadways.

The City is also proposing to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence for transport to and from area restaurants and other amenities.

"Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): public transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446659-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development	$833,000
	LF						$833,000
		Total Financial Assistance					$1,666,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$833,000	$833,000	$0	$1,666,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$833,000***	***$833,000***	***$0***	***$1,666,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
X Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne A. Pietrowski
Department Grant Manager Name

DocuSigned by:
Jayne Pietrowski
0E14695055194BD
Signature

8/26/2020 | 10:51 AM EDT
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.

2. **Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. **Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Timeline. The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. Final Report. At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

a) An evaluation of the attainment of the goals and objectives.

b) The reasons any of the goals were not met.

c) The benefit accrued by the Agency.

d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $833,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 4/28/2023

DOCUMENT TITLE: PIGGYBACK AGREEMENT FOR MICRO TRANSIT TRANSPORTATION SERVICES – CIRCUIT TRANSIT INC.

COMM. MTG. DATE: 4/18/2023 **CAM #:** 23-0223 **ITEM #:** CP-2 **CAM attached:** ☒YES ☐NO

Routing Origin: TAM **Router Name/Ext:** G.Smith/x3764 **Action Summary attached:** ☒YES ☐NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

---

1) Dept: CAO **Router Name/Ext:** K.Nembhard/x5001 **# of originals routed:** 3 **Date to CAO:** 4/28/2023

---

2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 1

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: _____ Kimberly Cunningham Mosley (Attorney's Name) _____ (Initials)

---

3) City Clerk's Office: # of originals: ____ **Routed to:** Donna V./Aimee L./CMO **Date:** _____

---

4) City Manager's Office: CMO LOG #:_____ Document received from: _____

Assigned to: GREG CHAVARRIA ☐
ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM:**S. Grant** _____ (Initial/Date) PER ACM: **A. Fajardo** _____ (Initial/Date)

☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:_____

Forward ___ originals to ☐ Mayor ☐ CCO **Date:** _____

---

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

---

6) City Clerk: Scan original and forwards 1 originals to: **G.Smith/x3764** Milas Mayor VIC

Attach __ certified Reso # __ ☐YES ☒NO **Original Route form to K.Nembhard/x5009**

Rev. 10/2022