

**PROFESSIONAL SERVICES CONTRACT
FOR OPERATION OF CITYWIDE MICRO-TRANSIT SERVICES**

THIS CONTRACT is being entered into this 1st day of July, 2023 (the "Effective Date") by and between the City Of Hollywood (hereinafter the "City"), a municipal corporation of the State of Florida and Circuit Transit Inc. (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Florida, having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, Florida

SECTION A – Contract Overview

A-1 Summary of Contract

- (a) The subject matter of this Contract is to provide the vehicles, operate and manage a micro-transit service in the Service Area as defined in and Exhibits "A" (Scope of Work) and Exhibit "B" - RFP-045-23-SK- CITYWIDE MICRO-TRANSIT SERVICES, Exhibit "D" (Service Areas), and Exhibit E, which sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. In the event of a conflict, the City's RFP Documents shall prevail unless otherwise stated in this Contract.
- (b) The Contract type is: This is a Non-Exclusive Contract.
- (c) The following documents are hereby incorporated into this Contract:
 - (i) Exhibit "A" – Statement of Work
 - (ii) Exhibit "B" - RFP-045-23-SK - Citywide Micro-Transit Services
 - (iii) Exhibit "C" - Company's Proposal
 - (iv) Exhibit "D" - Service Areas
 - (v) Exhibit "E" - Pricing

A-2 Contract Amount

The Contract Amount shall not exceed \$1,128,942.00 USD for the performance period.

A-3 Performance Period

- (a) The performance period commences from Effective Date and continues for a period of 12 months. This Agreement may be renewed by the parties for three one-year periods upon mutual agreement of the parties and said renewal shall be in writing in accordance with Section D-13 of this Contract.

SECTION B – Statement of Work

B-1 Statement of Work

- (a) Services will be provided in accordance with the Statement of Work set forth in Exhibits "A" "B", "C", "D" and "E",

SECTION C – Special Conditions

C-1 Project Manager/Company Representative

- (a) The City designates Mark L. Johnson as the Project Manager for this Contract, who may be contacted at: mjohnson@hollywoodfl.org or (954) 921-3991 The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Jason Bagley as the Company Representative for this Contract, who may be contacted at jason@ridecircuit.com The Company will provide written notice to the City should there be a subsequent Company

Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

C-2 Pricing and Payment

- (a) Payment. Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section C-4, "Invoices".
- (b) The City will pay the Company in accordance with the pricing set forth in Exhibit "E" – Pricing to this Contract.
- (a) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

C-3 Pricing Revisions Costing adjustments shall be governed by Exhibit "B", Section 1.70 and as set forth below:

- (a) For the term of this Contract, pricing may be revised for the reason(s) set forth below:
- Change in minimum wage
 - Approved decision to add additional cars
 - Approved decision to adjust the number of service hours
 - Approved decision to add, adjust or modify additional services that increases costs for the Company
- (b) Each pricing revision permitted herein must be approved in writing by the Project Manager and, if approved, shall become effective thirty (30) days after notice of the change has been received by the City, or on such earlier or later date as may be agreed upon by the parties. However, any pricing changes will be governed by the City's Purchasing Ordinance and dependent upon the revisions, City Commission approval may be required.
- (c) Any pricing revision permitted pursuant to this section may be delayed or denied if the Company fails to submit a timely request or fails to provide adequate documentation in support thereof.
- (d) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date services were provided.

C-4 Invoices

- (a) The Company will submit a monthly detailed invoice to the City, in a format to be defined by the Project Manager as negotiated with Company. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the purchase order number;
 - (iii) the Contract Item(s) according to Exhibit E – Pricing against which charges are made; and,
 - (iv) performance dates covered by the invoice.
 - (v) service credits offered from advertising dollars received by Company
 - (vi) Net revenue credits received by the Company

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to: accountspayable@hollywoodfl.org or mail them to:

City of Hollywood
Accounts Payable, Room 119
P.O. Box 2229045
Hollywood, FL 33022-9045

- (b) The Company shall forward a copy of the invoice to the Project Manager, with the following items:

- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
- (ii) copy of the applicable Deliverable associated with the invoice

C-5 Insurance

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the insurance coverages as identified in Exhibit "B", Section 3.17:
- (b) The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this contract. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this contract. The City must be provided a signed statement from insurance agency of record that the full policy contains no such exception.

Submit certificates of insurance to:

City of Hollywood
Department of Development Services
P.O. Box 2229045
Hollywood, FL 33022-9045

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section C-5 shall be provided to the City if so requested.

- (c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.
- (d) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section C-6, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (e) Any subcontractor or sub consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (f) The Company is encouraged to purchase any additional insurance it deems necessary.
- (g) The Company is required to make its best efforts to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

C-6 Warranty – Services

The Company warrants that the services shall be performed in full conformity with this Contract and Exhibits "A" and "B", with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. However, if Company fails to perform, City may terminate this Agreement with or without cause consistent with Exhibit "A".

SECTION D – General Conditions

D-1 Legal Notice

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Project Manager
 City of Hollywood
 2600 Hollywood Blvd., Rm. 308
 Hollywood, FL 33020

WITH A COPY TO: City Attorney
 City of Hollywood
 2600 Hollywood Blvd., Rm. 407
 Hollywood, FL 33020

FOR THE COMPANY: James Mirras
 Circuit Transit Inc.
 501 East Las Olas
 Suite 300
 Fort Lauderdale, FL 33301

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Notice of Delay

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

D-3 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason) within 120-days notice and as more specifically set forth in Exhibit "B". Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination and shall provide any substantiating documentation requested by the City. In the event of such termination, the

City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

D-4 Event of Default

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in in this Contract including Exhibit "A" (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within 30 days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract. Events of Default shall also include those items set forth in Exhibit "B" specifically Section 1.63.
- (b) If there occurs an Event of Default, the Company shall be entitled to 10 calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten-day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the 10 day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section D-5, "Termination for Default", below and as set forth in Exhibit "B" Section 1.64.

D-5 Termination for Default

- (a) If the Event of Default is not remedied as required pursuant to Section D-4, "Event of Default", the City may, by written notice to the Company pursuant to Section D-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) Force Majeure. This Contract shall be governed by the Force Majeure provision in Exhibit "B", Section 7.34.
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

D-6 Limitation of Funding

Company acknowledges that the obligation of City to pay Company is limited to the availability of funds appropriated in a current fiscal year period, and continuation of Contract into a subsequent fiscal year is subject to the appropriation of funds, unless otherwise authorized by law. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In the event of a decrease or limitation in funding the Company reserves the right to reduce service levels or suspend service as needed.

D-7 Changes – Fixed-Price Goods or Services

- (a) The City may at any time, , and without notice to the sureties, if any, request changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed or goods to be provided including types of vehicles and number of vehicles.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.

(iv) Time or place of delivery of goods

- (b) Upon written mutual agreement, Company and the City will determine the appropriate adjustment(s) to the services.
- (c) Any change to the cost of services will be based upon the schedule in Exhibit E: Pricing as determined by types of vehicles, number of vehicles and operating hours.
- (d) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (e) If the mutually agreed adjustment includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

D-8 Entire Contract, Section and Paragraph Headings

- (a) This Contract, including all Exhibits, represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

D-9 Severability

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

D-10 Waiver

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

D-11 Modification/Amendment

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.

D-12 Assignment

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

D-13 Indemnification

In addition to the insurance requirements set forth in Section C-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all

claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any intentional, wrongful or negligent act or omission, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. This provision includes the indemnity requirements set forth in Exhibit "A", Section 1.46. The provisions and obligations under this section shall survive the expiration or earlier termination of this Agreement. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

D-14 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives. Said Patent Indemnity includes the provisions set forth in Exhibit "B", Section 7.47, Patent and Copyright Indemnification.

D-15 Audit of Records

- (a) In addition to the Audit requirements set forth below, the parties shall be governed by the Audit requirements set forth in Exhibit "B", Section 7.28, Audit Rights.
- (b) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (c) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Broward County, the Company agrees to deliver them to the City, or to an address designated by the City within Broward County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (d) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

D-16 Confidentiality – City Information

- (a) The parties acknowledge that this Contract is subject to Chapter 119, Florida Statutes, entitled the "Public Records Act".

- (b) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (c) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (d) The obligations of confidentiality shall survive the termination of this Contract.

D-17 Marketing Restrictions

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. This restriction does not apply to general marketing of the services to promote and inform the public about the services.

D-18 Taxes/Compliance with Laws

- (a) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

D-19 Licenses/Registrations

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Hollywood business license if required.

D-20 Non-Discrimination and Fair Employment Practices

- (a) Discrimination: The City of Hollywood is committed to promoting full and equal business opportunity for all persons doing business in Hollywood. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

D-21 Employment of Unauthorized Aliens

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

D-22 Conforming Services

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

D-23 Independent Contractor

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

D-24 Official, Agent and Employees of the City Not Personally Liable

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

D-25 Public Records

The City is a public agency as defined by state law and is governed by Chapter 119, Florida Statutes, "Public Records Act". The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential).

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Company shall comply with the public records law. Company shall keep and maintain public records required by the City in the performance of services under this Contract. Upon request from City's custodian of records, Company shall provide City with a copy of any requested public records or to allow the requested public 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. Company shall 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's term and following completion of the Contract if Company does not transfer the public records to City. Upon completion of the Contract, Company shall transfer, at no cost, to City, all public records in its possession or keep and maintain public records required by City to perform the services required under this Contract. If Company transfers all of the public records to City upon completion of the Contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Contract, Company 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.

IF A PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PATRICIA A. CERNY, CITY CLERK CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BLVD., HOLLYWOOD, FLORIDA 33020 AND STEVE STUART DIRECTOR OF PROCUREMENT AT (954) 921-3628 SSTEWART@HOLLYWOODFL.ORG.

D-26 Use By Other Government Entities

A governing body or its authorized representative and the State of Florida may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. It is understood and agreed by Company and the City that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with Company, be invoiced therefrom and make its own payments to Company in accordance with the terms of the contract established between the new governmental entity and Company. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

D-27 Governing Law


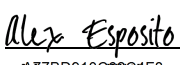
This Contract, including appendices and Exhibits, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

D-28 Counterpart Signatures

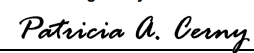
This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF HOLLYWOOD**COMPANY**

DocuSigned by:		DocuSigned by:	
	Mayor		CEO
63E5798F04A34FA...		A779D910C0261E8...	6/14/2023
Name, Title		Name, Title	Date

ATTEST:

DocuSigned by:	
	7/17/2023
784415EE2C0C47E...	
Name, Title	Date

DS

**APPROVED AS TO FORM:**

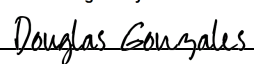
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	City Attorney 7/17/2023
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Name, Title	Date

EXHIBIT A – STATEMENT OF WORK

Company to develop, implement and manage a Micro-Transit “On Demand” service (the “Service”) in the areas identified in Exhibit D. The Service will have the ability to be on demand and include smart stops as specified in this Statement of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate throughout downtown Hollywood, the Beach, and portions of West Hollywood.

The Service shall:

- Operate in two micro-transit zones (MTZ-1/MTZ-2), covering approximate 4.6 square miles of coverage area, and provide on-demand service as illustrated in Exhibit D.
- Operate a 6-month on-demand pilot test (MTZ-3), covering approximately 1.97 square miles of coverage area as illustrated in Exhibit D.
- Operate a Pilot Fixed Route service between designated pick-up locations within Hollywood West and designated Beach/Downtown locations using a E-van from MTZ-1 as illustrated in Exhibit D.
- Ability to supplement any part of the service with a fixed route if deemed necessary through data and public needs.
- Hours of operation and headways are to be initially proposed by Company until the level of demand is identified after a few months of operation and data collection.
- Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
- Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
- Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
- Feature a mobile application downloadable from both the Apple Store and Google Play Store with which will have the ability to charge a fee for service via a secured credit card payment system.
- Feature a mobile application where the user will be able to locate his or her position and contact the next approaching vehicle with approximate wait times.
- Provide a dedicated phone line so that users can call and request assistance.
- System will be operational within 45 days from Notice to Proceed to include vehicle procurement, financial operating plan, sufficient liability coverage and mobile application.

Service will be adjusted based upon needs identified from six months of data and the availability of funds. Once six months of data is received and analyzed per Data Reporting requirements in Section 1.9, b. the City and Company shall meet and negotiate terms for the year two renewal period. Ridership, service levels, service area, number of vehicles, ad revenue, fare revenue and overall contract performance will be determining factors in determining if service will remain the same or expand based on ridership demand.

1.1 Mobile Application

- a. Company to provide a mobile application which allows riders to request pick up and drop off locations.
- b. Ability to allow the user to connect from one micro-transit zone to another (MTZ-2 and MTZ-3 will be combined into a single zone for the purpose of the pilot test)
- c. At no cost to the City, maintain updates to the application and be compatible to smart phones and other mobile devices.
- d. Provide ability to charge a fee per rider and issue discounts via promo-codes.
- e. Provide users with approximate time until pick up.
- f. Allow users to rate drivers and provide feedback.
- g. Feature a Google Maps based map (or equivalent) that identifies the boundaries of each Service Area.
- h. After a ride request has been accepted by a driver, depict the real-time location of vehicles on a map of the appropriate Service Area.
- i. Ability to track party and usage data.

1.2 Marketing and Branding

- a. In coordination with the City of Hollywood, the Company will develop and implement a branding strategy. Company will not implement any branding strategy without prior written approval from the City. Any changes to the branding strategy must be approved in writing by the City prior to implementation.
- b. Company to develop and implement a marketing program to promote awareness of the program. The City will have the right to request changes to the marketing program.

- c. The City retains the right to review marketing materials prior to use and request changes or withdrawal of any marketing materials.

1.3 Vehicles and Infrastructure

- a. Company to procure, store, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.
 - i. Fleet Size. Unless the parties agree otherwise, Company will acquire and operate at its own expense no fewer than 8 GEM vehicles (includes one ADA accessible GEM on standby), 2 EV Vans (1 ADA Accessible), and 1 EV Sedan as part of this Service. Company to maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
- b. Specifications. All vehicles will:
 - i. Comply with all applicable laws and regulations.
 - ii. Be fully electric.
 - iii. Meet all safety standards established by applicable law or regulation.
 - iv. Feature luggage carrying capacity.
- c. Branding. The branding strategy will be applied to all vehicles as follows:
 - i. At all times during operation of any vehicles pursuant to this Contract, Company may include but is not limited to branding to all wheels, hoods, front panels, coping, roof and rear fenders unless otherwise approved by the City.
 - ii. Company to develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the City.
 - iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Contract, unless otherwise approved by the City.
- d. Licensing. Company to obtain and maintain proper licensing and registration of all vehicles at all times.
- e. Charging. The City will make available to the Company, City owned charging stations for vehicles although the City cannot ensure the availability of charging stations to service all vehicles in the fleet to satisfy the levels of service required by this Contract. Company to ensure charging stations are available to adequately service all vehicles in the fleet to satisfy the levels of service required by this Contract.
- f. Storing. The City will provide parking and operation space in a City-owned parking facility. Company will be responsible for storing and securing vehicles during times of non-operation.
- g. Maintenance and replacement. At Company's sole cost, Company to maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations. Vehicles to be free of graffiti, vandalism, defacement and other damage to the satisfaction of the City. Company will replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations or it is no longer able to be maintained in accordance with the requirements of this Contract. Company to use its best efforts to restore non-operational vehicles to operation within 10 business days from the date of any incident requiring the vehicle to be removed from operation. Company to provide verbal and written notice of the City of any delay in restoring a non-operational vehicle that extends beyond ten (10) business days from the date of malfunction. If the city determines that any such delay is due to Company's lack of diligence the City will have the right to pursue any remedy provided for in this Contract or at law or equity.

1.4 Staffing

- a. General. Company to provide sufficient staffing to maintain levels of service required by this Contract. All persons provide services pursuant to this Contract will be employees, contractors or consultants hired by the Company. Company is solely responsible for all staffing decisions made pursuant to this Contract.
- b. Drivers. Company to obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Company will not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Company will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Company to review each driver's driving and criminal records at least annually.
- c. Company to provide Living Wage and tips.

1.5 Attaining and Maintaining Levels of Service (LOS)

- a. General. Company to provide an LOS that meets customer demands at all times of Service operations.

- b. Service Level review. Company and City to meet at least annually to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.

1.6 Trip Sharing

- a. The Services may permit drivers to transport more than one (1) party but no more than Five (5) parties in GEM vehicles, Three (3) parties in an E-Sedan, and Twelve (12) parties in the E-van, and Eight (8) parties in the ADA E-van simultaneously under the following conditions:
 - i. Each passenger has a separate seatbelt.
 - ii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

1.7 Operational Requirements

- a. Company and all its employees, officers, managers, staff, subcontractors and subconsultants will comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Contract including but not limited to all laws and regulations regarding the safe operation of vehicles. Company to prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract 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.
- b. Company must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Transportation Authority. Company is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
- c. Company to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
- d. Company and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
- e. Company is permitted to establish reasonable restrictions on the provision of services to non-service animals.

1.8 Operating Hours

- a. Company to provide the Service for 11 hours per day, seven days (7) days per week for MTZ Zone 1
- b. Company to provide the Service for 8 hours per day, seven (7) days per week for MTZ Zone 2
- c. Company to provide the Service for 8 hours per day, seven (7) days per week, for 6 months for MTZ Pilot Zone 3
- d. Company to remove 1 EV-van from service in MTZ-1 to provide Fixed Route Service 2 days per week for a period of 6 months between established pick-up/drop off locations within MTZ 2 & 3 and the Hollywood Historic Downtown and the Beach area.
- e. After the Data Review, hours of operation may be adjusted as mutually agreed upon in writing by the parties.

1.9 Levels of Service Reporting

- a. Company to provide the city with monthly, quarterly and annual level of service and operations/financial reports for each micro-transit zone. Upon request, Company will provide the City with weekly level of service reports for each micro-transit zone.
- b. Data Reports to include:
 - i. Number of parties on a daily, weekly and monthly basis
 - ii. Number of paying customers
 - iii. Gross/Net revenue collected for fare revenue credits
 - iv. Number of vehicles not in operation on a daily, weekly and monthly basis
 - v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
 - vi. Average trip duration on a daily, weekly and monthly basis.
 - vii. Pick-up and drop off location for each trip.
 - viii. Average number of passengers per party per trip.
 - ix. Average number of parties per trip.
 - x. Number of passenger complaints received on a daily, weekly and monthly basis.
- c. Quarterly Reports
- d. Annual Reports

- 1.10 Operational/Financial Report within thirty (30) days after each month, quarter and year, as applicable Company to submit to City Operational/Financial Reports containing the following information:
- a. Annual budget
 - b. Annual and monthly financial information include revenue generated (including advertisement sales and miscellaneous revenue), expenses and capital resources.
- 1.11 Advertisement Sales
- a. Company shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Advertising Revenue in the amount of \$115,100.00 shall be guaranteed annually (Annual Guaranteed Amount). All Advertising Revenue collected by the Company above the Annual Guaranteed Amount will belong to the Company. Company shall credit the City's monthly invoices for each MTZ with a prorated portion of the Annual Guaranteed Amount as shown in Exhibit E (Pricing).
- 1.12 Ridership Fares
- a. Company shall collect ridership fares for the services.
 - b. Company shall credit the City's monthly invoice for each micro-transit zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.
 - c. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less all costs and expenses, including but not limited to sales taxes or other taxes imposed by law, Company administrative expenses, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Company will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

EXHIBIT B – RFP-045-23-SK - Citywide Micro-Transit Services



REQUEST FOR PROPOSAL

RFP-045-23-SK

CITYWIDE MICRO-TRANSIT SERVICES

FOR THE

CITY OF HOLLYWOOD, FLORIDA (CITY)

RFP Issue Date: February 1, 2023

Questions Due Date: February 22, 2023

Submittal Due Date: March 9, 2023, 3:00 pm

City of Hollywood
RFP-045-23-SK
CITYWIDE MICRO-TRANSIT SERVICES

TABLE OF CONTENTS

I. SUMMARY
II. INTRODUCTION
III. SPECIAL TERMS AND CONDITIONS
IV. SCOPE OF SERVICE
V. EVALUATION CRITERIA
VI. EVALUATION COMMITTEE
VII. GENERAL TERMS AND CONDITIONS
VIII. PROPOSAL SUBMISSIONS

Attachments:

- A - EXHIBIT A - CSP_Routes_and_Schedules
- B - Exhibit B-MTZ_Zones
- C - Exhibit C-Pricing

1. SUMMARY

1.1. Summary

The City is seeking shared public sector transit services that offer dynamically allocated routes and schedules in response to individual or aggregate consumer demand, using smaller vehicles and capitalizing on mobile GPS and internet connectivity. The City has successfully funded the operation of a micro-transit service in the downtown and A1A corridor for the last 4 years. The micro transit services have been well accepted with increasing ridership. The Current contract is set to expire and would like the opportunity to solicit new proposals that would complement a new community shuttle service as well as expansion of the service to other areas of the City, especially west of I-95.

The goal of the micro-transit service will be to transition paratransit customers by transporting them in a less expensive manner to a fixed route transfer point and/or address areas in the City with high concentrations of older and low-income residents who need access to transit.

Any rider fees will be determined by the City and 100% of all net proceeds from fees generated by riders will be returned to the City in the form of a credit to each monthly invoice. The City has the right to audit the Contractor's collection of fees.

The successful Vendor/Contractor will have demonstrated demand response experience particularly in areas with no existing service. The Contractor will own or have access to a fleet of environmentally friendly and sustainable vehicles that include fully accessible minibuses with capacity between 12 and 28 passengers. Vehicles should be small enough for energy efficiency, but large enough to handle occasional larger demands (schools, employment centers, transfer stations). Smaller low speed electric vehicles may be used on smaller streets and more acceptable neighborhoods.

The strategic objective of this initiative is to identify and implement a sustainable micro-transit system that moves people to and from their destination. Another strategic objective is that over time this program will transition to being fully supported by the business community in Hollywood, Hollywood Beach, and the surrounding area.

1.2. Background

Currently the City plans to operate a Community Shuttle System with three fixed routes (Northwest Loop - City Hall to N. Beach Park, A1A Loop - N. Beach Park to E Hallandale Blvd. and a Southeast Loop - City Hall to Pembroke Rd.) The fixed route system is expected to be operational by mid-2023 and will provide public transportation service to improve mobility, and ease parking demand and traffic congestion. This service is funded by Broward County Transit. In addition, there are Broward County buses, routes #1, 4, 7, 9 and US1 Breeze, providing services on a daily basis.

1.3. Contact Information

Simone Knight

Senior Purchasing Agent

Email: sknight@hollywoodfl.org

Phone: [\(954\) 921-3200](tel:(954)921-3200)

Department:

Development Services (Engineering, Building, Code Compliance, Community Development and Planning)

1.4. Timeline

Release Project Date	February 1, 2023
Pre-Proposal Meeting (Non-Mandatory)	<p>February 9, 2023, 10:00am Join from the meeting link https://cohfl.webex.com/cohfl/j.phpMTID=m6cb a791171165ad4ecd518f286c6c012</p> <p>OR</p> <p>Join by meeting number Meeting number (access code): 2633 159 9680 Meeting password: 9PEjbnnYC32</p> <p>OR</p> <p>Join from a mobile device (attendees only) +1-408-418-9388 Meeting number (access code) 2633 159 9680</p>
Question Submission Deadline	February 22, 2023, 5:00pm
Proposal Submission Deadline	March 9, 2023, 3:00pm

2. INTRODUCTION

2.1. Purpose

The City of Hollywood, Florida (City) is seeking responses from qualified and experienced firms, hereinafter referred to as the Contractor or Proposer, to provide Micro-transit rider services for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by Thursday, March 9, 2023 at 3:00 pm, and will be opened in a virtual public setting on March 1, 2023 at 4:00PM (EST) at <https://cohfl.webex.com/cohfl/j.php?MTID=m2fa08f6728891bc5bc2d389b3a3e4290> .

Submittals shall be received electronically through [OpenGov Procurement](#). Hard copy submittals will not be accepted.

Submittals shall be considered an offer on the part of the bidder/proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids/proposals, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

2.2. Pre-Proposal Conference and/or Site Visit (Non-Mandatory)

There will be a non-mandatory pre-proposal conference and/or site visit scheduled for this solicitation. Attendance is required if the event is mandatory, and in the event that it is non-mandatory, it is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit to receive information that may be critical to their understanding of this solicitation.

Please keep in mind that site visits at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

2.3. OpenGov

The City of Hollywood uses Opengov, the e-Procurement Portal ("Portal") (<https://procurement.opengov.com/portal/hollywoodfl/projects/36720>) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Proposer's inability to submit a proposal by the proposal end date and time for any reason, including issues arising from the use of OpenGov.

2.4. Point of Contact

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Simone Knight, Senior Purchasing Agent at sknight@hollywoodfl.org or by phone at (954) 921-3200, or Steve Stewart, Chief Procurement Officer (CPO), at ss Stewart@hollywoodfl.org or by phone at (954) 921-3232. Such contact is to be for clarification purposes only. All questions must be submitted in writing via the Portal by Wednesday, February 22, 2023, by 5:00 pm, in order to receive a timely response.

Project Manager: Solange Baquero, Administrative Specialist II, at dbaquero-meza@hollywoodfl.org or by phones at (954) 921-3900 Ext: 6641.

For information concerning technical specifications, please utilize the question and answer feature provided by the Portal at <https://procurement.opengov.com/portal/hollywoodfl>. Questions of a material nature must be received prior to the cut-off date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of the the Project Page).

Proposers please note: No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the Portal shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Proposer to ensure that their proposal is submitted electronically through the Portal.

2.5. Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-proposal conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view [Section 30.15F](#).

All communications regarding this solicitation should be sent in writing to the Procurement Services Division as identified in this solicitation.

3. SPECIAL TERMS AND CONDITIONS

3.1. Addenda, Changes, and Interpretations

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

3.2. Changes and Alterations

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

3.3. Proposer's Costs

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

3.4. Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in #SCOPE OF SERVICE section .

3.5. Price Validity

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Proposer.

3.6. No Exclusive Contract

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

3.7. Responsive

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

3.8. Responsible

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

3.9. Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Proposer must demonstrate that they have successfully completed services, as specified in the [#SCOPE OF SERVICE](#) section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. In addition, the Proposer must have no conflict of interest with regard to any other work performed by the Proposer for the City.

3.10. Award of Contract

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible Proposer, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

3.11. Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in the [#SCOPE OF SERVICE](#) section.

3.12. Contract Period

The initial contract term shall commence upon date of award by the City for a **one (1) year term**. The City reserves the right to renew the **contract for three additional one-year terms**, providing all terms, conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than **120 days** beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

3.13. Warranties of Usage

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

3.14. Rules and Submittals of Proposals

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

3.15. Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with [Section 34.02](#) of the City Code of Ordinances. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

3.16. Protest Procedure

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's [Procurement Code](#) or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with [Section 38.52](#) of the City's [Procurement Code](#) within five days after a notice of intent to award is posted on the City's web site, BIDSYNC, City Clerk's Office, Open Government, and/or City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

3.17. Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- A. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:
 - General Aggregate \$1,000,000
 - Products-Comp/Op Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- B. Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:
 - Combined Single Limit \$1,000,000Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's Compensation:

- C. Worker's Compensation Insurance Prior to the commencement of work governed by this contract, the contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable State statutes.

Limits of Liability: Statutory-State of Florida

Covering the contractor and the contractor's employees with not less than the following limits:

Employers Liability:

\$100,000, bodily injury by accident

\$500,000 bodily injury by Employee

\$500,000 bodily injury by Policy Limit

The City of Hollywood needs to be the certificate holder as per the following format:

City	of	Hollywood	(nothing	else	on	this	line)
Name			of				Department
Department							Address
Department Address							

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation **of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.**

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

3.18. Uncontrollable Circumstances (Force Majeure)

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

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
 - C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - D. The non-performing party uses its best efforts to remedy its inability to perform.
- Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

3.19. Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

3.20. Debarred or Suspended Bidders or Proposers

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

3.21. Public Records/Trade Secrets/Copyright

All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

3.22. PUBLIC RECORDS GENERAL

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Consultant shall:

- A. Keep and maintain public records that ordinarily and necessarily would be 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 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.
- 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 this contract if the Consultant does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract,

the Consultant 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. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

3.23. Tie Breaker

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s) with the following items (in this order):

- (1) maintenance of a drug-free workplace in accordance with the requirements of Florida Statutes Section 287.087,
- (2) local Hollywood vendor preference,
- (3) closest proximity/location to project site or City Hall, and/or
- (4) minority-owned or disadvantaged business status.

If a tie still exists after the aforementioned tiebreakers are utilized, the Chief Procurement Officer will make a recommendation for award among the tied bidders.

4. SCOPE OF SERVICE

4.1. Project Description

The successful Vendor/Contractor will provide a year-round micro-transit program that provides connectivity to the Community Shuttle Program (CSP), this includes areas along the US 1/Federal Highway Corridor, Historic Downtown, and Hollywood Beach areas. In addition, the service will provide connectivity to various points of interest and Transportation hubs in areas west of the City designated as micro-transit zones. The service must be reliable, predictable and easy to access. Program may include supplementary service during special events requiring vehicles, personnel and resources. Circulator services may also expand to other areas of the City to support mobility options and reduction of traffic congestion as determined by the City and City Redevelopment Agency (CRA).

The applicant should provide as part of their proposal a tentative schedule of service based on their experience in similar markets and assessment of demand in the area. This schedule is subject to change and be modified depending on the needs and conditions determined by the City/CRA.

4.2. Technical Specifications

The use of environmentally friendly vehicles is preferred and must meet required ADA accessibility standards. The Contractor will provide the necessary vehicles, staff, and resources to service the estimated schedule in Exhibit A - CSP Routes and Schedules throughout the term of the contract. There is no need to have vehicles equipped with GPS units although it is preferred.

The Contractor shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Personnel must hold the required, up-to-date applicable licenses, if required, have a clean driving record and be comfortable speaking knowledgeably about the City/CRA as a visitor destination. The ability to converse in English is required. Bilingual drivers and other languages (French and Spanish) is desirable, but not required. All drivers must participate in a Florida Department of Transportation (FDOT) approved drug testing program. The City/CRA reserves the right to require the immediate dismissal of any personnel who fail to meet the standard outlined above. Relief personnel shall be readily available and provided by the Vendor throughout the term of the contract.

The Contractor will ensure that all personnel assigned to this program wear professional, standardized, uniforms that are clean and well-pressed at all times.

The Contractor will be responsible for appropriate storage, maintenance, and operational safety of all vehicles provided for this effort.

The Contractor will be responsible for replacing vehicles that break down or have mechanic problems at no extra cost to the City/ CRA. The replacement should be addressed during shift when possible but no longer than 12-24 hours from the time of the event. In the event a vehicle needs to be replaced, such replacement vehicle shall match wrapping and conditions of the vehicle that needs repairs.

Applicants are encouraged to provide risk mitigation plans below for different time frames for vehicles to be out of service (i.e., one day, one week, one month)

The Contractor will provide a secure website and cell phone application that allows users to quickly locate and secure a ride. The application should be downloadable from the Apple Store or Play Store. The website and cell phone application should also have the ability to charge a fee for service via secure encrypted credit card payments.

4.3. Contractor Qualifications

The Contractor shall submit a listing of work experience for projects similar in scope and nature to the work described in the Scope of Work. A minimum of five (5) years' experience and at least two (2) projects (preferably with a government entity) shall be submitted and include a description of the work, project value, value of the work performed by the Contractor, and work duration.

The Contractor shall provide the requirements/certifications/training requirements for their drivers. NOTE: The minimum requirement by the City is that all drivers must be enrolled in an approved FDOT drug testing program and have passed a drug screening test, have the required FL driver license, and a favorable background investigation.

4.4. Deliverables and Objectives

The following deliverables are required:

A. Auditing tools to track vehicle usage and gross/net revenues from passenger fees and advertising. Generation of monthly reports that provide ridership totals, service heat maps with micro-transit zone usage, demand and capability analytics. In addition, reports shall contain driver performance metrics such as riders per hour, wait times, and the number of missed pick-ups.

B. Reliable Transit Program. Documented daily vehicle safety inspections prior to start of day, and a documented preventive maintenance program. Reporting frequency will be determined between the City/CRA and the Contractor's ridership totals.

C. Risk Mitigation Plan. A written plan that addresses risks associated with the operation of the micro transit program and mitigation strategies that will be used by the Contractor to minimize risk.

D. Maintenance/Recovery Plan. The Contractor shall provide their maintenance plan and recovery plan to keep the vehicles in circulation at all times with no interruptions.

4.5. Project Area

There are three (3) Micro-Transit Zones (MTZ). Each MTZ will be finalized following award and may be modified based on ridership and need. Each MTZ is described in the attached Exhibit B - MTZ Zones.

4.6. Schedule of Performance

The applicant will provide a tentative schedule of service based on their experience in similar markets. This schedule is subject to change and be modified depending on the needs and conditions determined by the City/CRA and provider. Offerors are encouraged to provide service connecting downtown and the beach and must provide adequate description on how the service will do this and overcome challenges.

4.7. Advertising and Revenue Sharing

ADVERTISEMENT SALES SERVICES.

(a) The Contractor will sell space upon its vehicles for the display of commercial advertising. The purpose is to raise revenues to partially finance the operation of the micro-transit services.

(b) The Contractor will pay to the City 50% of the Net Advertising Revenue received by the Contractor in connection with all (i) exterior advertising sales; (ii) interior video advertising sales; (iii) event marketing campaign sales; and (iv) marketing efforts for advertising sales (collectively, the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements"). Net 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 Company in connection with providing the Advertisement Sales Services.

(c) The Contractor shall determine the methods, details, and means for performing the Advertisement Sales Services. The Contractor will not accept advertising content that includes or is related to the below (1-7) without the prior written approval from the City.

1. Discriminates against a person or section of the community on account of race, sex, age, sexual preference, religion, disability, sexual orientation or political belief.
2. Contains strong or obscene language.
3. Promotes or opposes tobacco or alcohol products and controlled substances.
4. Contains sexual or reproductive material,
5. Promotes or opposes "adult entertainment" strip clubs and/or the sale of pornographic materials.
6. Promotes the sale or distribution of firearms.
7. Contravenes any applicable law.

(d) The Contractor shall invoice each such advertiser for amounts owed for Advertisement Sales Services. The Contractor shall provide a service credit in the amount of 50% of the Net 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 must submit proof of invoices for amounts owed to Contractor for Advertisement Sales Services, during each advertisement period, whether or not invoiced funds are actually received by the Contractor.

Example:

For illustration purposes, the Contractor submits an invoice to a Media Buyer in the amount due of \$25,000.00 for Advertisement Sales Service on January 2023 and the funds were received from that Media Buyer during the month of March 2023. The Contractor will provide a service credit to the City in the amount of \$12,500.00 on the April 2023 invoice.

5. EVALUATION CRITERIA

A Selection Committee will review and evaluate submittals to determine if they meet all of the requirements in this solicitation to be deemed responsive and responsible.

The following evaluation criteria will be used to evaluate and score each submittal:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Approach and Methodology The Contractor shall explain in detail how their company can meet the requirements of the work outlined in the SOW, provide a timeline/plan-of-action detailing each phase for this effort, provide an organization chart detailing the labor for this effort, provide the recruiting effort for maintaining qualified drivers, and detail the numbers and types of vehicles provided and how they will include additional vehicles if the City expands the routes.	Points Based	15 (14.3% of Total)
2.	Environmental Benefits The Contractor shall provide details and quantify any environmental benefits or sustainability initiatives that they will use for this effort.	Points Based	10 (9.5% of Total)
3.	Contractor Capabilities The Contractor shall provide overall organizational and financial capabilities and other key components to include organizational reporting structure, quality control, quality assurance, research and development, technical training and parts support, response time, product capabilities, and the ability to furnish multiple vehicle configurations. The Contractor shall provide a general description of the company, including annual revenue, facilities location, number of permanent and part-time employees, and current and project workload. This description is intended to provide information to the City of Hollywood to evaluate the capability and capacity of the Contractor to perform the work. The City of Hollywood may conduct a site-visit of the Contractor's facility during the evaluation process.	Points Based	10 (9.5% of Total)

4.	Driver's Qualifications The Contractor shall provide the requirements/certifications/training requirements for their drivers. NOTE: minimum requirement by the City is that all drivers must be enrolled in an FDOT approved drug testing program, pass a drug screening test, have the appropriate FL driver's license, and have a favorable background investigation.	Points Based	10 (9.5% of Total)
5.	Firm's Qualifications and Experience The Contractor shall submit a listing of work experience for projects similar in scope and nature to the work described in the Scope of Work. A minimum of five years (5) experience and two (2) projects (preferably with a government entity) shall be submitted and include a description of the work, project value, value of the work performed by the Contractor, and work duration and dates. The Contractor must submit at least three (3) references for projects of similar size, scope, and complexity. The references will be reviewed and scored as to whether services performed were satisfactory and meet the aforementioned criteria.	Points Based	10 (9.5% of Total)
6.	ADA Compliance The Contractor shall provide details on how their proposed vehicles meet ADA accessibility requirements.	Points Based	5 (4.8% of Total)
7.	Maintenance/Recovery Plan The Contractor shall provide their maintenance plan and recovery plan to keep the vehicles in circulation at all times with no interruptions. The Contractor must also provide a response to this scenario: A vehicle breaks down in the middle of the afternoon (weekday) and the current outside temperature is 95 degrees Fahrenheit. The vehicle has a mixture of passengers: elderly, middle aged, children, and infants. Explain the Contractor's course of action that would be taken.	Points Based	10 (9.5% of Total)

8.	Risk Mitigation Plan The contractor must provide a risk mitigation plan on potential risks that may occur with this service and the steps they will take to mitigate/reduce the risk level.	Points Based	10 <i>(9.5% of Total)</i>
9.	Local Vendor Preference If applicable, the local Hollywood Vendor/Contractor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g., City valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.	Points Based	5 <i>(4.8% of Total)</i>
10.	Pricing The Contractor must provide a Fixed Pricing Rate for this Service to include all direct and indirect costs in fixed monthly rates for this effort. The price for each offeror will be compared against the values assigned the various elements of the technical proposal. The objective of this process is to obtain the best available combination of technical capability and price.	Points Based	20 <i>(19% of Total)</i>

6. EVALUATION COMMITTEE

Each Selection Committee member will convert their maximum available point score (cardinal number) for each Submitter into an ordinal number designating the ranking (as first, second, or third. For example:

Cardinal Number	Ordinal Number
99	1
95	2
91	3
88	4
84	5

The ordinal scores from each Selection Committee member for each Submitter shall be added together to calculate a total ordinal score. The Submitter with the lowest ordinal score will be ranked highest for award preference. The Submitter with the second lowest total ordinal score will be ranked second highest for award preference, and so on, until all Submitters are ranked.

During the evaluation process, the Selection Committee may, at its discretion, request oral presentations from banks to clarify information or answer questions on submittals.

A public Selection Committee meeting to complete this evaluation is anticipated to take place in March 2023 followed by City Commission approval of an award tentatively scheduled for May 2023. Selection Committee meeting notices shall be posted on the City's Sunshine Board (<https://www.hollywoodfl.org/Archive.aspx?AMID=140>).

7. GENERAL TERMS AND CONDITIONS

7.1. INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Solicitation are encouraged to submit proposals. To receive notification and to be eligible to bid vendor should be registered with OpenGov. Vendors may register with the OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid/proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the [City's Procurement Portal](#) along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid/proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

7.2. PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their bids/proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.

- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

7.3. PREPARATION OF BIDS/PROPOSALS

Bids/proposals will be prepared in accordance with the following:

- A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid/proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in the extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

7.4. DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

7.5. ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any

addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

7.6. REJECTION OF BIDS/PROPOSALS

The City may reject a bid/proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the bid/proposal, or if
- C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if
- D. The City is under a pre-lawsuit claim or current litigation with the proposer.

The City may reject all bids/proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid/proposal unless the bid/proposal has been qualified as provided in herein.

7.7. WITHDRAWAL OF BIDS/PROPOSALS

- A. May not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.
- B. Bids/proposals may be withdrawn prior to the time set for the SOLICITATION opening via the Portal.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a bid/proposal after the SOLICITATION opening.

7.8. BIDS/PROPOSALS TO REMAIN OPEN

All bids/proposals shall remain open for 180 calendar days after the day of the bid/proposal opening, but the City may, at its sole discretion, release any bid/proposal and return the bid/proposal Security prior to that date.

Extensions of time when bids/proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

7.9. LATE BIDS/PROPOSALS OR MODIFICATIONS

Only bids/proposals received as of the opening date and time will be considered timely. Bids/proposals and modifications received after the time set for the opening will be returned unopened to the sender and rejected as late.

7.10. CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any

addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7.11. CLARIFICATION OR OBJECTION TO BID/PROPOSAL SPECIFICATIONS

If any person contemplating submitting a bid/proposal for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

7.12. COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Bids/proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this SOLICITATION or otherwise.

7.13. QUALIFICATIONS OF PROPOSERS

No Bid/proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid/proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a bid/proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

7.14. CONSIDERATION OF BIDS/PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid/proposal of an "equal" will be considered, provided that the Vendor states in his bid/proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid/proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

7.15. AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Proposer and/or the Proposer's bid/proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

7.16. BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid/proposal all information outlined herein may be cause for rejection of the bid/proposal.

The City reserves the right to accept or reject any and all bids/proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids/proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids/proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

7.17. AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

7.18. NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

7.19. BID PROTESTS

The City shall provide notice of its intent to award or reject to all proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

7.20. PREPARATION OF BIDS/PROPOSALS

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Bid/Proposal:

- A. Each proposer, by making a bid/proposal, represents that this document has been read and is fully understood.
- B. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all SOLICITATION addenda.

7.21. EXAMINATION OF BID/PROPOSAL DOCUMENTS

Before submitting a bid/proposal, each Proposer must: examine the bid/proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the bid/proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid/proposal Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this SOLICITATION, that without exception, the bid/proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid/proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

7.22. PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids/proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

7.23. INFORMATION

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the [#INTRODUCTION](#) section. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via the Portal at least 10 calendar days prior to the bid/proposal due/opening date.**

7.24. BIDS/PROPOSALS

The bid/proposal must be signed by one duly authorized to do so and in cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.

Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

7.25. MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

Bids/proposals must be modified or withdrawn electronically via the Portal. A request for withdrawal or a modification must be via the Portal by a person duly authorized to do so. Withdrawal of a bid/proposal will not prejudice the rights of a Proposer to submit a new bid/proposal prior to the bid/proposal date and time. Except where provided in the following paragraph no bid/proposal may be withdrawn or modified after expiration of the period for receiving bids/proposals.

If, within twenty-four (24) hours after bids/proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid/proposal, or that the mistake is clearly evident on the face of the bid/proposal but the intended correct bid/proposal is not similarly evident, then the Proposer may withdraw its bid/proposal and the bid/proposal Security will be returned.

7.26. REJECTION OF BIDS/PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

The City reserves the right to reject the bid/proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the bid/proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

7.27. OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid/proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

7.28. AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

7.29. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section

287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

7.30. FRAUD AND MISREPRESENTATION

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 from doing business with the City. The City as 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.

7.31. DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

7.32. COLLUSION

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one bid/proposal for the same work will cause the rejection of such bin which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the bids/proposals of participants in such collusion will not be considered.

7.33. COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

7.34. FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

7.35. PUBLIC ENTITY CRIMES

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 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 bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, 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 Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7.36. DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids/proposals will be followed if none of the tied vendors have a drug-free workplace program.

7.37. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid/proposal being declared non-responsive; provided, however, that a responsible proposer whose bid/proposal would be responsive but for the failure to submit the signed form in its bid/proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

7.38. CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a bid/proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- A. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- B. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

7.39. DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

7.40. ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

7.41. CONFIDENTIAL INFORMATION

Information contained in the Vendor's bid/proposal that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid/proposal for the City's purposes, in accordance with State Law. Vendor bids/proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

7.42. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

7.43. LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

7.44. SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

7.45. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

7.46. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities 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 the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

7.47. PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's

fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

7.48. ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

7.49. DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids/proposals; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid/proposal process. Bids/proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids/proposals are analyzed, organization(s) submitting bid/proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid/proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid/proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid/proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid/proposal or otherwise.

7.50. TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

7.51. RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

7.52. PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this solicitation.

7.53. DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base bid/proposal.

7.54. ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

7.55. RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid/proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

7.56. INSURANCE REQUIREMENTS

See insurance requirements in the main solicitation document.

7.57. NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its

intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

7.58. AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid/proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any

decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

7.59. MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

7.60. SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or

indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

7.61. PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

7.62. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

- A. Stop work on the date specified in the notice ("the Effective Termination Date");
- B. Take such action as may be necessary for the protection and preservation of the City's materials and property;
- C. Cancel orders;
- D. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
- E. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

- A. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
- B. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

7.63. EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- A. The Proposer has not delivered deliverables on a timely basis;

- B. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
- C. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
- D. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
- E. The Proposer has failed to obtain the approval of the City where required by this Agreement;
- F. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
- G. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

- A. Treat such failure as a repudiation of this Agreement;
- B. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

7.64. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

7.65. BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

7.66. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, **unless otherwise authorized by law.**

7.67. VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer 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 Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

7.68. E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

7.69. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

7.70. COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by

the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. 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 contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

7.71. OSHA STANDARDS

Proposer acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

8. PROPOSAL SUBMISSIONS

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

8.1. SUBMITTAL FORMAT*

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be considered responsive and responsible. Please confirm this submittal includes the following items in this checklist:

- A. Title Page: Show the RFP title/number, firm's name, address, telephone number, contact person, email, and date.
- B. Table of Contents: Clearly identify the material by section title and page number, including the following sections:
 - 1. Approach and Methodology
 - 2. Environmental benefits
 - 3. Vendor Capabilities
 - 4. Driver's Qualifications
 - 5. Firm's Qualifications
 - 6. ADA Compliance
 - 7. Maintenance/Recovery Plan
 - 8. Risk Mitigation Plan
 - 9. References
 - 10. Pricing
 - 11. Additional/Pertinent Information (Optional)
- C. Forms and Certifications (Completed)
 - 1. This Submittal Checklist Confirmation
 - 2. Bid Form (Pricing)
 - 3. Vendor Reference Form*
 - 4. Hold Harmless and Indemnity Clause
 - 5. Non-Collusion Statement
 - 6. Sworn Statement...Public Entity Crimes

7. Certifications Regarding Debarment
8. Drug-Free Workplace Program
9. Solicitation, Giving, and Acceptance
10. W-9 (Request for Taxpayer Identification)
11. Certificate(s) of insurance that meet the requirements of the [#SPECIAL TERMS AND CONDITIONS](#) section.
12. Proof of State of Florida Sunbiz Registration
13. Acknowledgement and Signature Questionnaire

This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

☐ Please confirm

*Response required

8.2. [Bid Form](#) *

Upload pricing information in accordance with the scope and using the structure of Exhibit C - Pricing. Creative and optional pricing can be uploaded as separate attachments.

*Response required

8.3. [Vendor Reference Form](#)*

Please download the below documents, complete, and upload for each vendor reference. A Minimum of three (3) references are required.

- [Vendor Reference Form.pdf](#)

*Response required

8.4. [Hold Harmless and Indemnity Clause](#) *

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney' s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

☐ Please confirm

*Response required

8.5. Non-Collusion Statement*

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

8.6. Sworn Statement Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Sworn Statement Public Enti...](#)

*Response required

8.7. Certifications Regarding Debarment, Suspension and Other Responsibility Matters*

The applicant certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Please confirm

*Response required

8.8. Drug-Free Workplace Program*

- A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

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

☐ Please confirm

*Response required

8.9. Solicitation, Giving, and Acceptance of Gifts Policy*

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.

- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

☐ Please confirm

*Response required

8.10. [W-9 \(Request for Taxpayer Identification\)*](#)

Please download the below documents, complete, and upload.

- [W-9.pdf](#)

*Response required

8.11. [List of Subcontractors*](#)

Please download the below documents, complete, and upload.

- [Form 14 - List of Subcontra...](#)

*Response required

8.12. [Certificate of Insurance*](#)

See requirements in the [#SPECIAL TERMS AND CONDITIONS](#) section.

*Response required

8.13. [Proof of Sunbiz Registration*](#)

Enter company FEIN to be verified in Sunbiz

*Response required

8.14. [ACKNOWLEDGMENT AND SIGNATURE PAGE](#)

8.14.1. *If Corporation - Date Incorporated/Organized:**

*Response required

8.14.2. *State Incorporated/Organized:**

*Response required

8.14.3. *Remittance Address**

*Response required

8.14.4. *Bidder/Proposer's Authorized Representative's Typed Full Name**

*Response required

8.14.5. IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.*

☐ Please confirm

***Response required**

8.14.6. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.*

☐ Please confirm

***Response required**

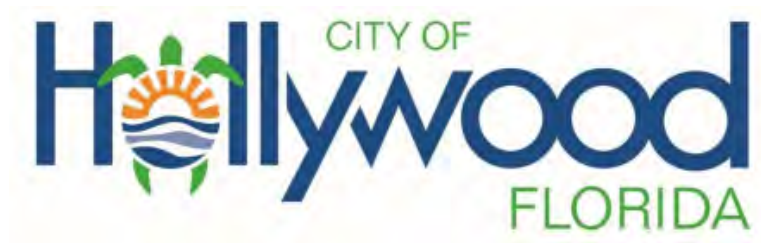
8.14.7. Proposal Upload*

Submit entire proposal including Title Page, Table of Contents, etc.

***Response required**

EXHIBIT C – Company’s Proposal

A. Title Page



Request for Proposal RFP-045-23-SK

For The Citywide micro-transit Services City of Hollywood, Florida

Prepared for:

City of Hollywood
Senior Purchasing Agent
Attn: Simone Knight
2600 Hollywood Boulevard
Room 303
Hollywood, FL 33020

Date: March 8, 2023



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

Contact Person: Jason Bagley, National Partner
jason@ridecircuit.com | 305-494-1612



A.1 - Cover Letter

Circuit Transit Inc
ridecircuit.com

March 8, 2023

City of Hollywood
Senior Purchasing Agent
Attn: Simone Knight
2600 Hollywood Boulevard
Room 303
Hollywood, FL 33020

Re: Request for Proposals RFP-045-23-SK for The City of Hollywood, Florida Citywide micro-transit Services

Dear City of Hollywood,

This submission is in response to the Request for Proposals (RFP) for City of Hollywood micro-transit Shuttle Service. Thank you for the opportunity to submit our proposal to the City of Hollywood. This proposal will show that Circuit Transit Inc (operator of Hollywood Sun Shuttle and Fort Lauderdale Circuit, etc.) has the proven capabilities and background in providing a sustainable on-demand shuttle program, as well as relevant and specific experience in Broward County, local knowledge and familiarity with the City.

Circuit is an active service provider in Hollywood, Florida, that is responsible for the successful deployment and management of the Sun Shuttle as well as similar services with Cities in South Florida, Brightline Trains and other Cities in NY, NJ, CA and TX. Circuit provides all electric, first/last mile solutions that help move people in local communities and bridge gaps between riders and existing transit. By using fleets of electric vehicles, leveraging the data from its ride-request app, and working with top advertisers, Circuit is able to provide an eco-friendly, data-centric and efficient solution that promotes circulation, reduces parking congestion, promotes local economic development, reduces vehicle miles traveled, encourages alternate options, creates local jobs, and covers the last mile conveniently and affordably to the rider.

Circuit has worked with the City of Hollywood and the Hollywood Community Redevelopment Agency since 2019 to design, build, and manage the Hollywood Sun Shuttle. The program is currently moving around 12,000 riders per month, is responsible for creating approximately 20 jobs, and has continued to improve and become a fixture of the Hollywood Community. Together, we have been able to craft a program that has gotten the attention of the press, local officials and nearby Cities; several of which have since enacted similar programs of their own. Hollywood has set an example for efficient, eco-friendly mobility that changes how communities move. The Sun Shuttle has *"Exceed(ed) Expectations"*¹ and the overwhelming demand from riders has showcased the need for transportation services in the City. The team is excited about the opportunity to build upon the existing services and craft an updated approach to the community.

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



Circuit is the largest and most experienced operator of shared, on-demand, last-mile EV shuttle services in the US. With successful operations in 40+ markets across South Florida, California, Texas, New York, New Jersey, and California, Circuit provides both national expertise and local experience. In South Florida, Circuit operates in Fort Lauderdale, Pompano Beach, Hollywood, West Palm Beach, Palm Beach, and Miami, as well as a 40+ cars servicing Brightline Trains, across 5 stations in the area. With more than 350 employees and 190+ vehicles, Circuit has the team, resources and experience to optimize mobility for Hollywood.

Over the past five years, Circuit has engaged with stakeholders and businesses in the City of Hollywood and is very familiar with the local transportation needs and community. We have years of data that can be used to improve this program and inform the City of the movement of residents and visitors. The community support has been incredible and we're honored to be a part of Hollywood's growth.

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Bagley".

Jason Bagley
Partner, Circuit Transit Inc

Circuit's corporate headquarters are located at 777 S. Flagler Drive, Suite 800 West Tower, West Palm Beach, FL 33401. Circuit also has local offices located at 2031 Harrison St, Hollywood, FL 33020 and existing infrastructure, including a large local fleet of all electric Polaris GEMs e6, electric sedans, and electric passenger vans.



B. Table of Contents

A. Title Page	1
A.1 - Cover Letter	2
B. Table of Contents	4
B1. Approach and Methodology	7
B1.1 Service Planning, Research and Analysis	7
B1.1.1 Existing Services in Hollywood and South Florida	8
B1.1.2 Local Research, Current Hollywood Sun Shuttle, and Discovery	10
B1.2 Our Project Plan	15
B1.2.1 Proposed Operating Plan:	16
B1.2.2 Alternate Options for On-Demand Services	21
B1.2.3 Alternate Operating Plan A:	21
B1.2.3 Alternate Operating Plan B	22
B1.2.4 Alternate Operating Plan C:	23
B1.2.2 Drivers	25
B1.2.3 Technology	26
B1.2.4 Timeline	27
B1.2.4 Project Team and Organizational Chart	27
B2. Environmental & Sustainability Benefits	29
B3. Vendor / Contractor Capabilities	30
B3.1 Background on Circuit	30
B3.2 General Company Information - CONFIDENTIAL	31
B3.3 Financial Capabilities - CONFIDENTIAL	34
B3.4 Revenue and Funding Capabilities	34
B3.4.1 Advertising Capabilities	34
B3.4.2 Fare Revenue Capabilities - CONFIDENTIAL	35
B3.4.3 Grant Sourcing Capabilities	36
B3.5 Technological Capabilities - CONFIDENTIAL	36
B3.5.1 Ride Request App	37
B3.5.2 Driver App Capabilities	38
B3.5.3 On Demand Coverage Zones and the Smart Stop Approach	39
B3.5.4 Using Data to Steer Service Operations	39
B3.6 Vehicle Capabilities	40
B3.7.1 Vehicle Maintenance Capabilities	42
B3.7 Driver Capabilities	43



B3.7.1 Driver Model	43
B3.8 Customer Service Capabilities	45
B4. Driver's Qualifications	46
B4.2. Training	47
B4.2.1 Certifications	48
B4.2.2 Drug Testing and Hiring Standard	48
B5. Firm's Qualifications and Experience	48
B5.1 Experience Overview	49
B5.1.1 Experience Overview	49
B5.1.2 Neighborhood Electric Vehicle Operations & Maintenance Experience	49
B5.1.3 Micro-Transit Operations Experience	50
B5.1.4 - Community Engagement Experience	51
B5.2 Project Experience	53
B5.2.1 Past Project Experience- Hollywood Sun Shuttle	53
B5.2.2 Past Project- FRED	54
B5.2.3 Additional Past Project Experience	55
B5.3 References	55
B5.4 Customer Testimonials (Confidential)	56
B6. ADA Compliance	57
B6.1 ADA Compliance Plan	57
B7. Maintenance / Recovery Plan	58
B7.1 Commitment to Avoid Service and Operation Disruptions	58
B7.2 Scenario Response	59
B8. Risk Mitigation	59
B8.1 Emergency Management Plan	59
B8.2 Risk Mitigation Plans	60
B9. Local Vendor Preference	63
B9.1 Local Hollywood Presence	64
B10. Pricing	66
B10.1 Fixed Pricing Rate Proposed Option	66
B10.2 Circuit Alternative Pricing Options - Hollywood RFP 2023	68
B10.3 Unbanked Riders	70
C. Completed Forms and Certifications	71
C1. This Submittal Checklist Confirmation	71
C2. Bid Form (Pricing) - CONFIDENTIAL	72
C3. Vendor Reference Forms	75
C4. Hold Harmless and Indemnity Clause	78
C5. Non-Collusion Statement	79
C6. Sworn Statement...Public Entity Crimes	80



C7. Certifications Regarding Debarment	82
C8. Drug-Free Workplace Program	83
C9. Solicitation, Giving, and Acceptance	84
C10. W-9 (Request for Taxpayer Identification)	85
C11. List of subcontractors	86
C12. Certificate(s) of insurance	87
C13. Proof of State of Florida Sunbiz Registration	89

Appendix 91

Appendix 1 - Letters of Support 91

Appendix 1.1 Rider Letter of Support:	91
Appendix 1.2 Letters of Support:	98
Appendix 1.2.1 Water Taxi	98
Appendix 1.2.2 Downtown Development Authority, WPB	99
Appendix 1.2.3 Cityfi	100
Appendix 1.2.4 Billy's Stone Crab	101
Appendix 1.2.5 World Tire Inc.	102
Appendix 1.2.6 Margaritaville	103
Appendix 1.2.7 Le Tub, Tiki Tiki, GG's	104
Appendix 1.2.8 Diplomat Beach Resort (Valet Services)	105
Appendix 2 - Example of Data Report	106
Appendix 2.1 February 2023 Hollywood Data Report	106
Appendix 3 - Case Studies	112
Appendix 3.1 - Hollywood Case Study	112
Appendix 3.2 - Brightline Case Study	115
Appendix 3.3 - San Diego Case Study	118
Appendix 4- Additional Past Project Experience	120
Appendix 4.1 New Rochelle NY	120
Appendix 4.2 Brightline	120
Appendix 4.3. West Palm Beach, FL	121
Appendix 4.4 Pompano Beach, FL	121



B1. Approach and Methodology

In 2019, Circuit and the City of Hollywood crafted one of the most advanced Neighborhood Electric Vehicle (NEV) shuttle services that had ever been deployed in Florida. Circuit is very pleased to provide our plan to the City of Hollywood in its endeavor for the next generation of transportation access in Hollywood. Circuit is eager to continue to operate the Hollywood Sun Shuttle as an active, engaged and embedded partner of the City and business communities. We are very excited to evolve the current Sun Shuttle service and match the needs of the RFP. We understand that the City wants to offer dynamic allocated routes and schedules to match consumer demand and support the upcoming fixed route community shuttle services. Over the last four years, Circuit and the City of Hollywood have worked in partnership to provide residents and visitors with a micro-transit mobility offering that is effective, sustainable, supports the local business community and provides a fun experience for riders. We look forward to the next iteration of transportation offerings in Hollywood, and hope that with our carefully crafted service operations plan, we will continue to work in partnership to support the City's transportation goals for its residents and visitors.

The team at Circuit is incredibly proud of the work it's accomplished with the City of Hollywood over the past 4 years. **"Sun Shuttle Exceeds City's Expectations"** (Hollywood Gazette) was in the headline of an article a few months after the service started and the service, team and technologies have continued to improve ever since. Not only is the Sun Shuttle exceeding the City's expectations, together we've crafted a service that is exceeding the performance of nearly every other On-Demand service in the country. Since starting, other new vendors have come about and new technologies have been introduced, but when comparing ridership, ridership per vehicle hour, rider feedback and the cost per rider, there are few, if any services, run by other operators that have been able to achieve the demand and performance that we have in Hollywood. We're committed to the City and committed to improving the Sun Shuttle for years to come.

B1.1 Service Planning, Research and Analysis

We've spoken with our Managers, Supervisors and Driver Ambassadors, surveyed riders, analyzed our historical data, and are confident that we can continue to deliver, and improve upon, a successful mobility option for the residents, visitors and community members of the City of Hollywood as we have since 2019. With 12+ years, 190+ vehicles, 9 states and 24+ cities of operations, Circuit brings its national experience and network to the benefit of each City it works with. Our roots are in South Florida and specifically Broward and Palm Beach counties, where we have operated since 2011.

Based on RFP Exhibits A and B, and the desire to operate three separate micro-transit zones, we have designed a service that is supportive of the City's goals, will continue to partner with the business community, is user friendly for the residents and visitors and complementary to the City's upcoming fixed-route community shuttles.



B1.1.1 Existing Services in Hollywood and South Florida

Since 2019, the City of Hollywood has partnered with Circuit to provide a 100% electric micro-transit solution for residents and visitors. For just \$2 per rider, the Circuit-operated Hollywood Sun Shuttle takes riders anywhere within the coverage area zone through our on-demand app or by waving down a driver. Hollywood has been a model city in the region and the services have been highly utilized and immensely popular among riders in the community.



For more information on the existing service, please see below:

Hours of Service

- **Monday:** 10:00am - 9:00pm
- **Tuesday:** 10:00am - 9:00pm
- **Wednesday:** 10:00am - 9:00pm
- **Thursday:** 10:00am - 9:00pm
- **Friday:** 10:00am - 10:00pm
- **Saturday:** 10:00am - 10:00pm
- **Sunday:** 10:00am - 9:00pm

Total hours of operation/week: 79

Vehicles

- Eight 5-Passenger (6 seat) GEM Vehicles available during the Summer Months
- Ten 5-Passenger (6 seat) GEM Vehicles available during the Winter and High Season Months
- One ADA + 3 Passenger (4 seat) GEM Vehicle available year round
- One 12-Passenger (13 seat) Ford E-Transit Electric Van

Drivers/ Ambassadors:

- 19 Total Staff, 14 of which are Hollywood Residents



- 7 Full Time
- 12 Part Time

Ridership:

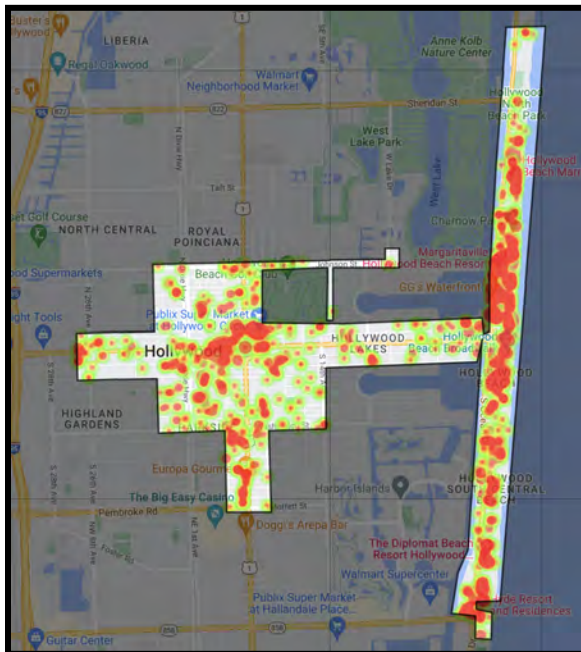
- Total Riders/Month (past three months since RFP March 2023 submission)
 - Jan 2023: 11,070
 - Feb 2023: 11,803
- Average Riders/Ride (past three months since RFP March 2023 submission)
 - Jan 2023: 1.75
 - Feb 2023: 1.88
- 2022 Total Ridership in Hollywood 146,710 riders!

Note: These are logged riders and may skew 8-14% below the actual ridership

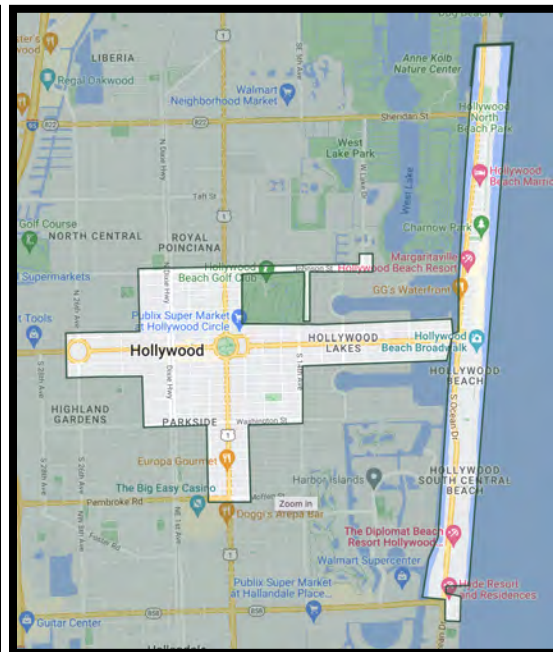
Fare:

- Free (from launch in April 2019 to April 2021)
- \$1 (started April 2021)
- \$2 (started April 2022 to Present)
- \$18,399 (returned/credit to City of Hollywood in February 2023)

Coverage area:



FEBRUARY 2023 HEATMAP

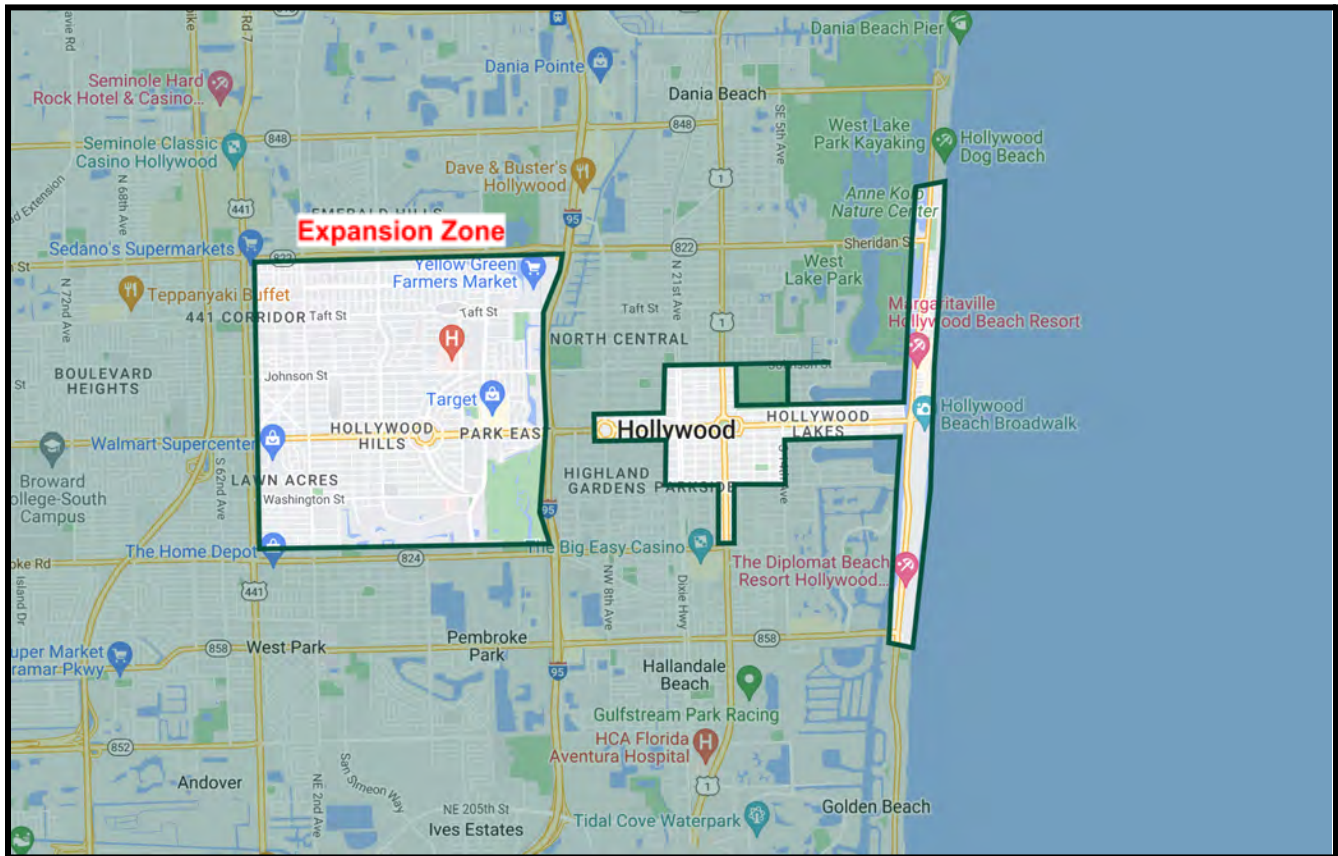


CURRENT GEOFENCED SERVICE AREA
*(Western Hollywood Pilot Service Expansion-
 starting March 13 2023)*



Upcoming March 2023 Western Hollywood Service Expansion Pilot

Circuit, *at no additional expense to the City*, and in an effort to further support understanding Hollywood travel patterns, is working with the City Engineering department to conduct a pilot program using EV vans and our existing rider app to offer service west of our existing coverage area. If selected for the RFP we hope to leverage the information from this pilot to better inform the structure of future MTZ Zone 3 services.



B1.1.2 Local Research, Current Hollywood Sun Shuttle, and Discovery

After reviewing the details of the RFP, we immediately began our planning and analysis process. Fortunately, with four years of operating experience in Hollywood, FL, we were able to leverage feedback from our existing riders, driver ambassadors and the local business community, our review of the RFP and the Counties transportation systems, and use historical data from our Circuit on-demand rider and driver applications as well as our growing and evolving data reporting dashboard, to inform what we believe are the best options for the community within the parameters of the RFP.

What We've Learned from Our Riders, Drivers and the Local Business Community



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

Feedback from our drivers

- We are the “tour guides” for the city! Our Driver Ambassadors know Hollywood, and we help bring people back to Hollywood. The resorts, hotels, businesses, all rely on us to help drive business.
- Residents would like us to expand to additional areas, including areas further West.
- More Circuit cars on the road- leading to faster pick up times and less delays!
- There are four major categories of people who use this service.
 - **Senior population (65+):** relies on Circuit to get to the grocery store, post office, pharmacy. Some do not have cars and are on fixed incomes. They need Circuit more than ever, we have developed trust with many Hollywood seniors, and they’ve come to rely on the service. For some, it is a necessity for them.
 - **Tourists and visitors** often say “I wish I had this in our city! Many report to us that they love using the service; knowing Circuit is there gives visitors a peace of mind, that is why they love coming back to Hollywood and exploring the Downtown area.
 - **Residents and commuters** who use Circuit to get to work every day.
 - **Local residents** use us to get to the beach and businesses downtown as a hassle and drive-free option.

Feedback from riders

- “Keep Circuit going. Your drivers are very nice. Circuit is much needed and much appreciated.”
- “Circuit prevents a lot of DUIs, accidents, and potential loss of life.”
- “Circuit is one of the things that makes Hollywood great 🍌”
- “I enjoy Circuit. I love it when it's a nice day to just sit and relax while someone else drives.”
- “Circuit is great, I love having the windows-down, casual transportation option.”
- “With Circuit, I never have to worry about sitting in traffic with my car. I take it to/from my home to downtown and the restaurants at the Boardwalk, all while helping the environment- no gas! I love it!”
- “Circuit is a blessing for me. I don’t have a car and I’m handicapped, so I’m limited in my ability to walk distances. Circuit allows me to go grocery shopping, run errands, and even go to the beach. Im super grateful- we need more Circuit everywhere- protect our earth from car pollution and continue to offer low cost rides. Thank you.”

Feedback from local business community

- *“Circuit is a great addition to the community helping locals and tourists safely move around the city in an eco friendly manner. During the COVID-19 Pandemic, Billy’s stone crab and Circuit teamed up for deliveries to help people during quarantine. Thank you for your amazing services and helping our community!” - Billy’s Stone Crab*
- *“We are very pleased with the results of our marketing efforts with Circuit. The combination of a wrapped vehicle along with conscientious coupon distribution by the drivers has been very effective for Rita’s of Hollywood.”- Jody Ralfkind, Rita’s, Marketing & Community Outreach Director*

Letters of Support- Hollywood Riders



In addition to the Business Support Letter, Circuit recently also published a “Letter of Support” that went out to Hollywood Sun Shuttle riders. The document received over 122 signatures, ranging from residents (72), visitors (40), local business owners (7), and others (3).

Please view *Appendix 1* to reference the Letter of Support (Riders) and Signatures.

Letters of Support- Local Businesses

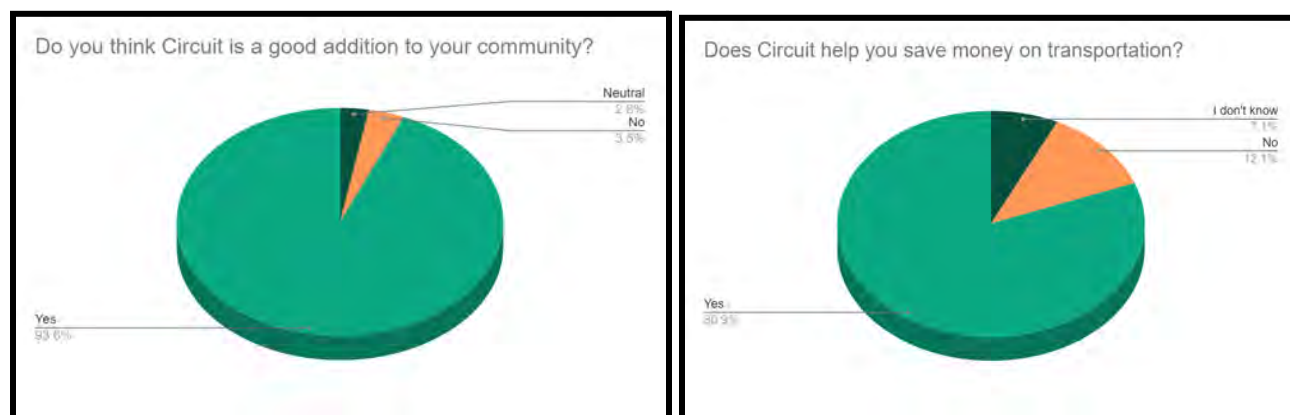
We’ve received numerous Letters of Support from local businesses which can be seen in *Appendix 1.2*

Hollywood Sun Shuttle Rider Survey

We conducted a survey at the end of 2022, prior to the RFP being released and to obtain qualitative feedback from riders in Hollywood. The survey received 700 responses from South Florida Circuit riders and 141 of these respondents noted that they use Circuit primarily in Hollywood. Based on the questions and responses we learned:

- 94% responded “Yes” to the question “Do you think Circuit is a good addition to your community?”
- 81% responded “Yes” to the question, “Does Circuit help you save money on transportation?”
- 88% responded “Yes” to the question “Would you like to see more Circuit cars in service?”

We were also excited to see the large number of respondents that used the service to go to Grocery Stores, Restaurants, Local Stores, and other areas of commerce. Based on our assessment and analysis of weighted average “spends” in these types of businesses, current ridership and industry publications², we can confidently say that **the service contributes to over \$350k/month in economic activity.**



² <https://www.apta.com/research-technical-resources/research-reports/economic-impact-of-public-transportation-investment/>

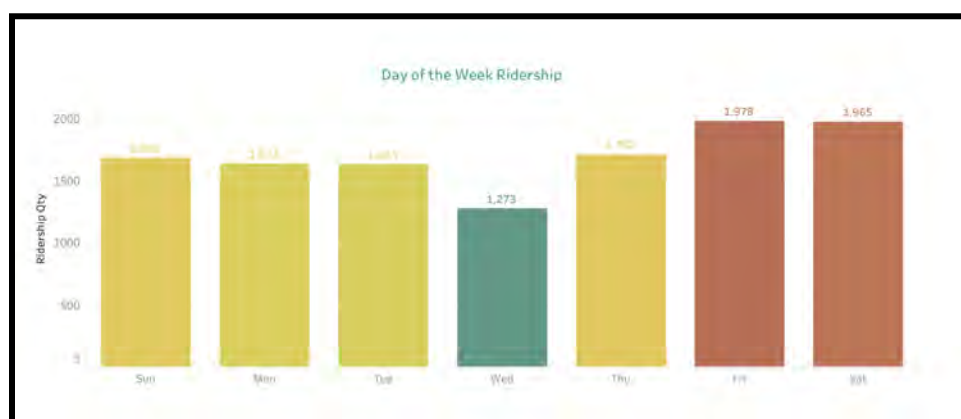


February 2023 Data Analysis from Existing Sun Shuttle and Methodology

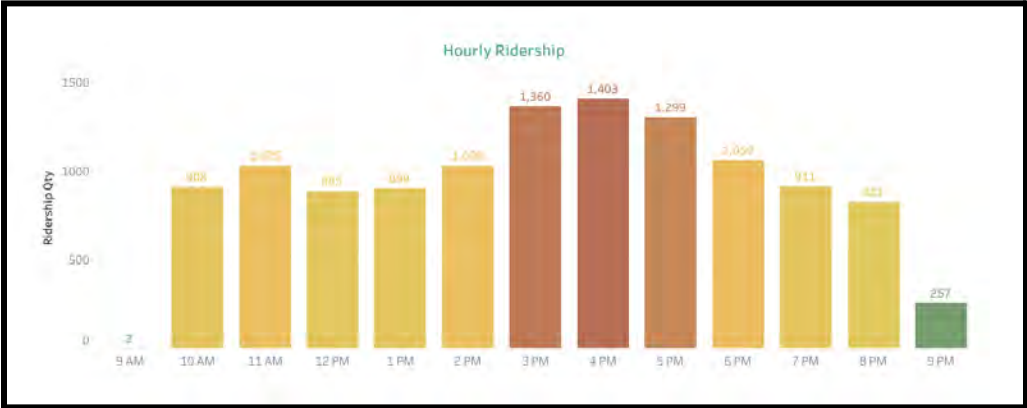
From this February 2023 Data Review we learned:

- Top 5 Pickup Locations and Dropoff located continue to skew towards serving leisure riders
- 49% of the monthly rides were “pooled” meaning there are more than one group per ride. This is a key component to combating congestion and a key feature of the Circuit App.
- The busiest time of service is 3pm-6pm, however some riders have indicated they’d like to be able to use the service to commute in the morning

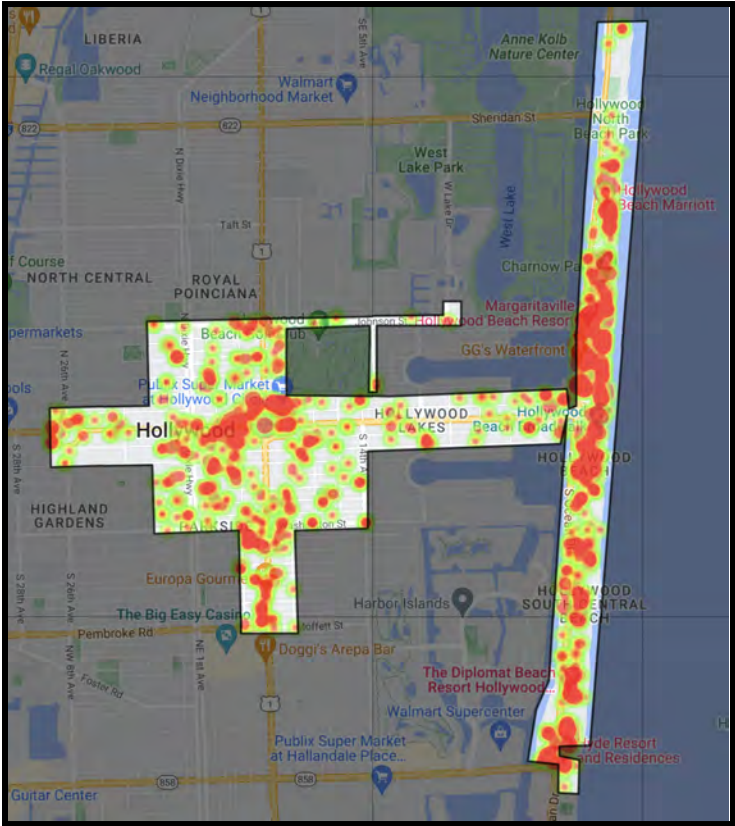
In February 2023, the top five drop off and pick up areas for the Hollywood Sun Shuttle overwhelmingly showcased ridership patterns that riders are using the Sun Shuttle for shopping at Publix and for leisure trips to and from restaurants downtown and the beach. As showcased below in ridership broken down both hourly and weekly, weekend trips see the busiest service days with service dipping on Wednesdays. Ridership sees daily peak times between 2pm and 6pm, and begins to drop off by 7pm.



February 2023 Ridership Average Weekday Ridership



February 2023 Ridership Average Hourly Ridership



February 2023 Heatmap

Top Five Pickup Locations Feb 2023

	Address
1	Margaritaville Hollywood Beach Resort
2	Publix Supermarket at Hollywood Circle



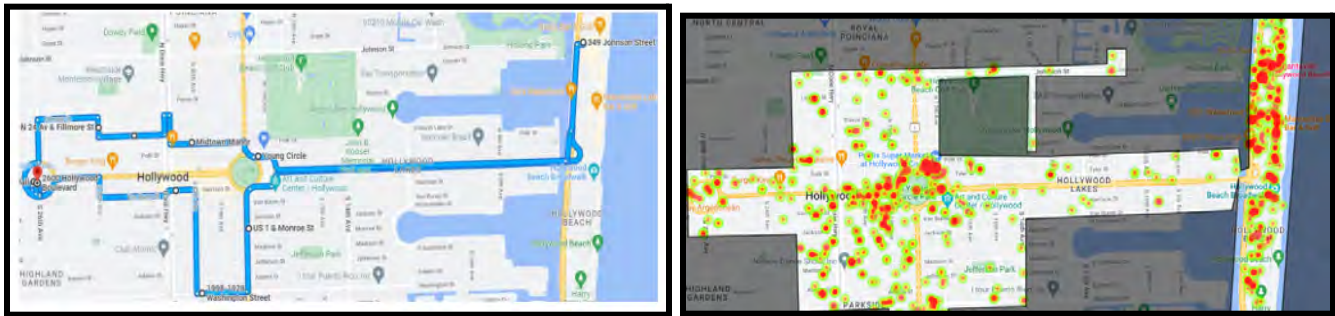
	Address
3	Mobility Hub @ 320 Johnson St. Hollywood FL 33019
4	Beach Pickup @ 1111 N Ocean Dr. Hollywood FL 33019
5	The Diplomat 3555 S Ocean Dr. Hollywood FL 33019

Top Five Drop off Locations Feb 2023

	Address
1	Margaritaville Hollywood Beach Resort
2	Publix Supermarket at Hollywood Circle
3	GG's Waterfront Ocean Resort
4	Twin Peaks Hollywood Blvd
5	DoubleTree Resort by Hilton Hollywood Beach

In determining expected ridership and number of cars needed, Circuit’s team analyzed past and current Sun Shuttle data, in contrast to the given upcoming Community Shuttle routes and schedules, to determine the best service hours for the MTZ zones, and how this will impact fares and net costs.

Circuit can use this data to help the City and County in crafting community shuttle routes and stops. Circuit, if the City is interested in pursuing this option, can also set up predetermined pickup and dropoff spots around the zone that align the upcoming stops for the community shuttle routes.



Example: Red Line Route from Exhibit A of the RFP (Left) and a heatmap of common pickup and dropoff areas from Circuit’s database (Right).

B1.2 Our Project Plan



Circuit understands the City's Goals for this RFP and we have crafted a program that meets the needs of the community and is confident that in partnership with the upcoming Community shuttles, the Hollywood Sun Shuttle will continue to support mobility options and reduce traffic congestion. We're one of the few providers with experience operating numerous electric vehicles (and types of electric vehicles) as part of the same fleet. The existing Sun Shuttle's fleet includes standard and ADA GEM Neighborhood Electric Vehicles (NEVs) and Ford E-Transit EV Vans. Expanding upon our existing fleet of electric vehicles, existing team of local W2 driver ambassadors, and the Circuit on-demand rider and driver mobile applications, Circuit is prepared to continue to deliver best in class services for the City of Hollywood, as detailed in our operating plan and alternative plans listed below.

B1.2.1 Proposed Operating Plan:

Circuit is willing and eager to run a program that is designed to meet all of the requirements of this RFP. Additionally, as detailed in the alternate options below, Circuit would like to work with the City to explore what modifications to the service details, operating hours, vehicle types and coverage areas can be adopted in an effort to maximize cost savings, the effectiveness of the on-demand services and to promote ridership on the fixed route Community Shuttles. *Circuit is also willing to pilot new areas of Hollywood to test and determine needs, usage and long term feasibility of the respective communities.*

Following the guidelines set forth in the RFP, Circuit will structure a service that adheres to the City's vision, however Circuit has also offered a few alternative options for consideration. If selected, the Circuit team would love to work closely with City staff and local stakeholders to review and refine the operating plan as desired, to best meet the needs of the community within the available budget. These plans can all be adjusted and it is our hope that these examples provide further context around what modifications might be considered.

Proposed Operating Plan Quick Facts:

- **Total Hours Per Week:** 56
- **Total # of EV Vans:** 4
- **Total # of GEM NEV Cars:** 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Expected AVG Fare/Rider:** \$2
- **Structured:** 3 Separate Zones
- **Notes:** This option is based on the hours indicated by the RFP, broken out by the zones indicated in the RFP and within the range of the current service budget. This service would reduce the number of hours compared to the current operation.

Days & Hours of Operation

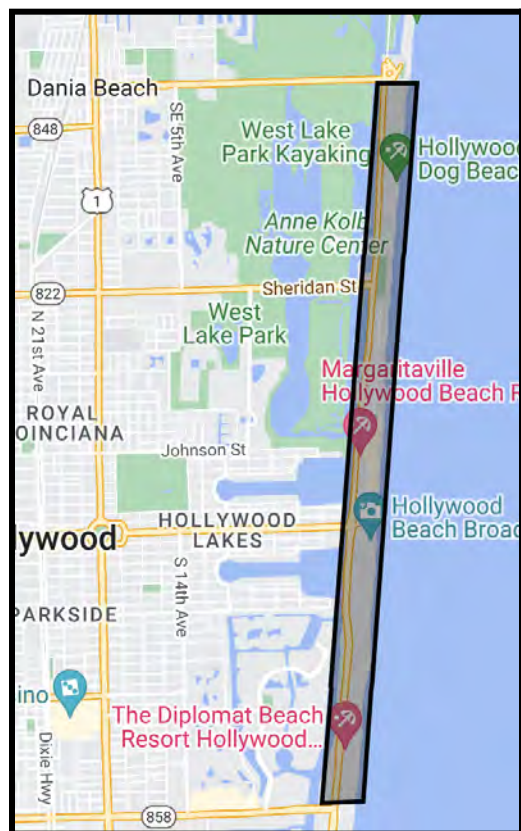
Based on our existing data we propose the following service hours per zone. Based on seasonality and demand patterns we can amend these hours as needed or at the request of the City of Hollywood.

- MTZ Zone 1: Seven days a week, eight hours a day 12 - 8pm ET
- MTZ Zone 2: Seven days a week, eight hours a day 12 - 8pm ET
- MTZ Zone 3: Seven days a week, eight hours a day 10am - 6pm ET

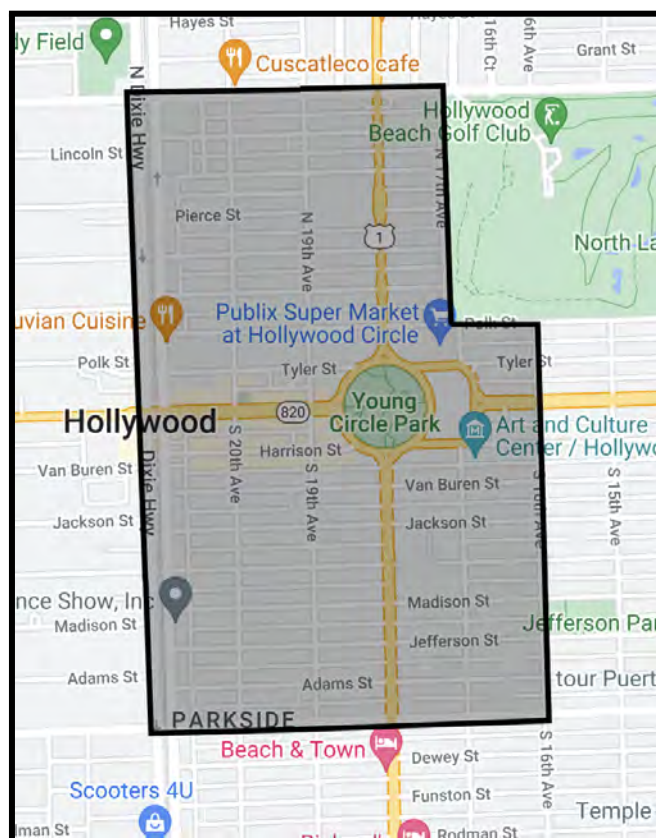


Coverage Areas

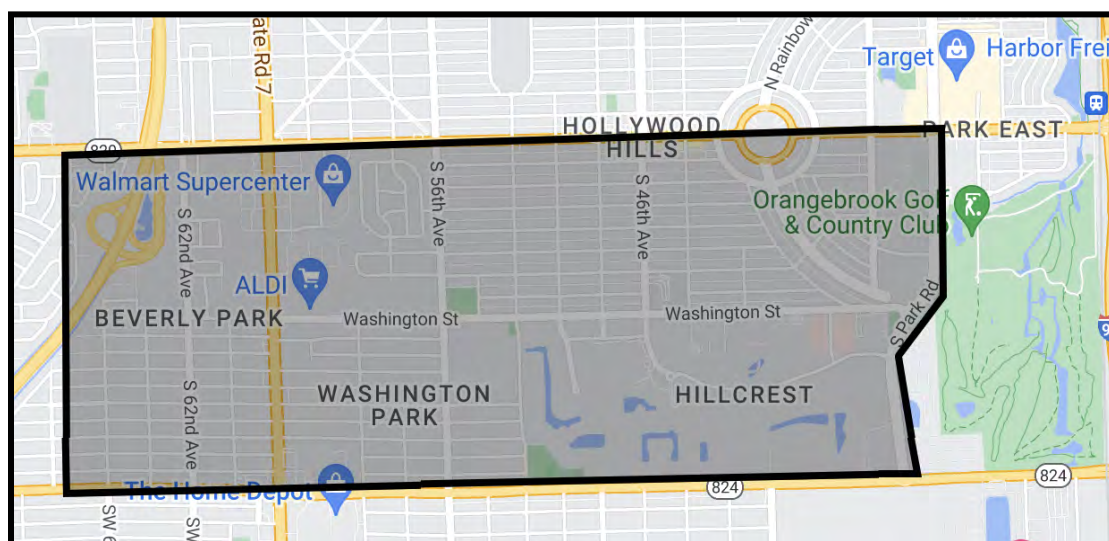
MTZ Zone 1



MTZ Zone 2



MTZ Zone 3



***Note: MTZ-3 could be extended in the northeast corner to include service for the Hollywood Tri-Rail Station**



Vehicles

Seven (7) Vehicles in Total

- Three (3) Ford E-Transit EV Van
 - Electric Vehicle
 - Model year 2022 or newer, all weather
 - 12 passenger seats + driver, 0 ADA positions
- One (1) Wheelchair Accessible Ford E-Transit EV Van
 - 8 passenger seats + driver, 1 ADA position
 - Flexible to move to any of the MTZ's when and ADA trip is requested
- Two (2) GEM e6 (Neighborhood Electric Vehicle) NEV vehicles
 - Electric Vehicle
 - Model year 2020 or newer, all weather
 - 5 passenger seats + driver, 0 ADA positions
- One (1) Wheelchair Accessible GEM NEV vehicles (Bonus - No Additional Cost)
 - Electric Vehicle
 - Model year 2020 or newer, all weather
 - 3 passenger seats + driver, 0 ADA positions

Vehicle allocation by zone

- MTZ 1: 1 Ford eTransit EV Van, 1 GEM NEV
- MTZ 2: 1 Ford eTransit EV Van, 1 GEM NEV
- MTZ 3: 2 Ford eTransit EV Vans
- Total 7: 6 Vehicles + 1 Extra Standby ADA NEV

One Ford EV Van is a Wheelchair Accessible Vehicle (WAV) with eight passenger seats including the wheelchair, as well as one ADA GEM with four passenger seats including the wheelchair. The ADA Van will be available to move between zones as needed. As we already have a Sun Shuttle branded Wheelchair Accessible GEM car in the market we would bonus that vehicle at no additional cost to the City. Per our existing Sun Shuttle ridership data, we see 6-8 WAV requests per month on average.

For this program, we propose all-electric GEM e6 vehicles and Ford E-Transit EV Vans- one of which is wheelchair accessible (WAV). These cars will operate in a demand-based coverage area with point to point service where riders can request a ride to/from any location within the geo-fenced service map. These vehicles allow for easy boarding and Circuit's pooling algorithm will further reduce single occupancy vehicle trips by linking riders headed in the same direction, with parameters specified in coordination with the City.

For further information about these vehicles and their specifications and capabilities please refer to *Section B3.6 Vehicle Capabilities*.



Fares

Historical Information

Sun Shuttle initially started as free to the user. In April of 2021, at a renewal of the contract, Circuit was asked to implement a \$1 fare to control demand and offset some cost to the City. In April of 2022 it was decided to increase the fare to \$2 per rider after the initial success of the fare implementation. Fortunately, we found that the fares did not negatively impact total ridership, and in fact led to higher efficiency due to reduced cancellations from riders. The Sun Shuttle service has been incredibly popular, so there are times where demand outweighs supply and wait times begin to climb. The fare program is a valuable tool in controlling demand and reducing cancellations.

Proposed Fare Rate (Confidential)

The \$2 rate continues to be met with little resistance, has helped efficiency, and reduced frivolous trips. We are confident that for this expanded service \$2 would continue to be an appropriate fare, with the potential to increase to \$3 per rider for on demand service. It could be capped at a set amount so that large groups are not paying \$12 or \$15 but rather cap the group fare at \$7. Additionally, Circuit is building a zone pricing feature in its app so that it will be able to offer the City the option to adjust pricing based on zones. For example, the structure could be set that within a single zone the fare is \$2, however if you travel between zones it increases to \$3. There is also the option to provide free rides via promo codes. Hollywood riders could ride free in September, for example.

Partnership with the Local Business Community

We appreciate the City's intentions to tie in with the local business community and we've demonstrated our ability to work with local businesses in Hollywood, working with partners like The Water Taxi, Billy's Stone Crabs, the Hollywood CRA to promote local events such as Art Walk, Hollyweird and Dream Car Classic, and other local stores, restaurants, and attractions. We've also built a system where we can pre-sell discount/promo codes to businesses so they can offer those codes to their customers. For example, Rita's is one of our current advertisers, and we can provide "discount coupons" to riders, driving business to the local Rita's stores. This concept has been well received and we will make an effort to review this, and other ways to encourage buy-in from the local business community through targeted marketing campaigns and activities. We also work with the City of Hollywood and their Marketing team on awareness and education activations, such as the "Turtle Nesting" campaign from March 2023- October 2023.





Grocery Distributions (during COVID), in partnership with Feeding South Florida



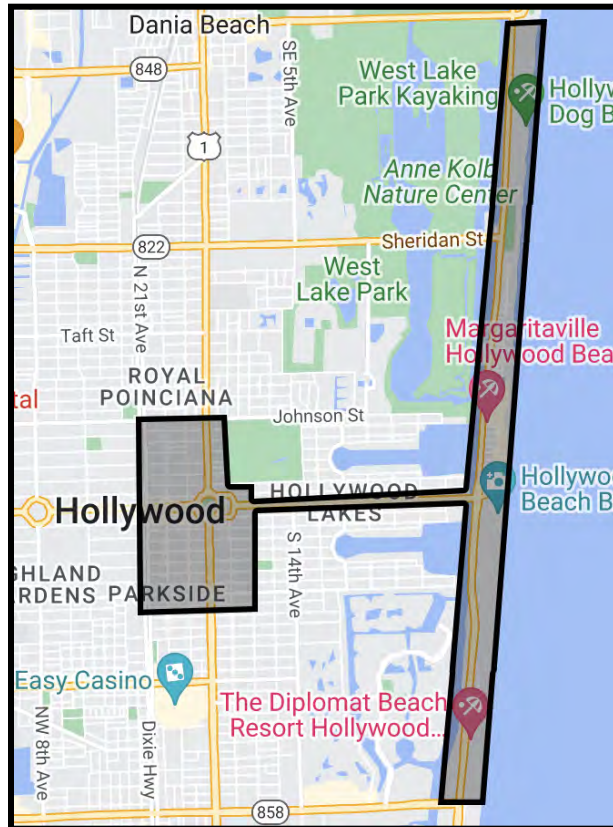
B1.2.2 Alternate Options for On-Demand Services

Our alternative approaches are explained in more detail below, and have the capabilities to make the micro-transit service more robust and cost effective. While increased services may increase total costs, these services allow the City to get more “bang for the buck”. Circuit is prepared to operate the service in adherence to the RFPs specifications as we have laid out in our proposed operating plan, but we wanted to bring to the City’s attention our alternative approaches as a means to serve more riders and provide a connection to other communities and mass transit.

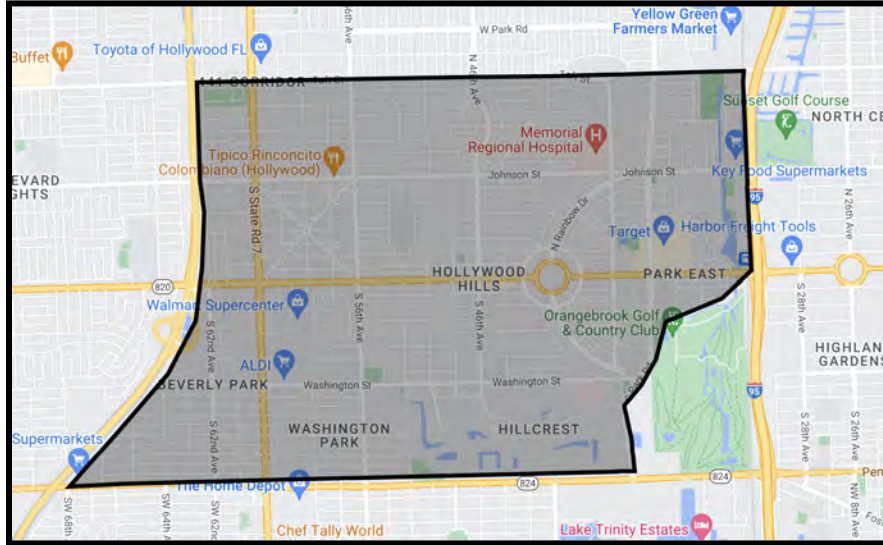
B1.2.3 Alternate Operating Plan A:

The 1st element of the proposed alternative plan involves joining MTZ 1 and 2 in an effort to provide more circulation along the barrier island and around downtown as well as seamless connectivity between downtown and the beach.

Coverage Areas



Alternate combined MTZ-1 & 2 to service the barrier island and downtown and to connect both later in the evening after some Community Shuttle routes ceases operations at 5pm



Alternate MTZ-3 service area to include Hollywood Tri-Rail station and the option to extend to Memorial Regional Hospital

Alternate Option A - Quick Facts:

- **Total Hours Per Week:** 79
- **Total # of EV Vans:** 4
- **Total # of GEM NEV Cars:** 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Expected AVG Fare/Rider:** \$2
- **Structured:** MTZ 1 and MTZ2 become combined into a bigger zone with 2 EV Vans and 2 GEMs. MTZ 3 remains as its own zone, with slightly adjusted coverage area to include Tri-Rail and Memorial Regional Hospital, serviced with 2 EV Vans.
- **Notes:** This option is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP, by approx 41%, while only increasing costs by approx 22%.

B1.2.3 Alternate Operating Plan B

Alternate Option B - Quick Facts:

- **Total Hours Per Week:** 79
- **Total # of EV Vans (Peak Season):** 4
- **Total # of EV Vans (Low Season):** 4
- **Total # of GEM NEV Cars (Peak Season):** 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Total # of GEM NEV Cars (Low Season):** 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Expected AVG Fare/Rider:** \$2
- **Structured:** MTZ 3 remains as its own zone, with slightly adjusted coverage area, MTZ 1 and MTZ 2 become combined into a bigger zone.



- **Notes:** This option is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP. With this option, Circuit will add additional GEM Vehicles to the Hollywood market for the 6 busier months of the year and then will remove the cars from the market during the other 6 months. Circuit will cover the costs for adding and removing the vehicles and will cover the carrying costs of the vehicles not in service, at no expense to the City. Based on the current volume of riders, Circuit feels it's necessary to add additional vehicles to the market.

B1.2.4 Alternate Operating Plan C:

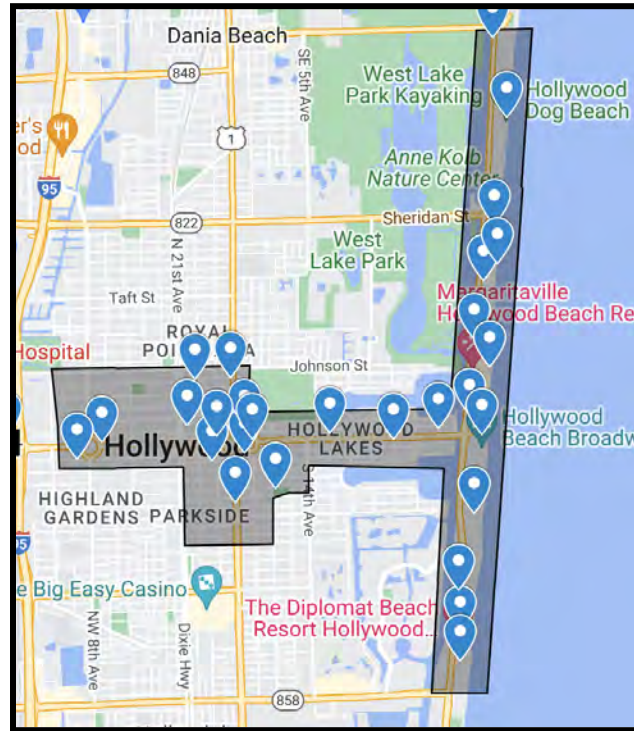
Alternate Option C - Quick Facts:

- **Total Hours Per Week:** 79
- **Total # of EV Vans** (Peak Season): 4
- **Total # of EV Vans** (Low Season): 4
- **Total # of GEM NEV Cars** (Peak Season): 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Total # of GEM NEV Cars** (Low Season): 2 NEV + 1 Standby ADA NEV at no additional cost to the City = 3
- **Expected AVG Fare/Rider:** \$3
- **Structured:** MTZ 3 remains as its own zone, with slightly adjusted coverage area, MTZ 1 and MTZ2 become combined into a bigger zone.
- **Notes:** This option is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP. With this option, Circuit will add additional GEM Vehicles to the Hollywood market for the 6 busier months of the year and then will remove the cars from the market during the other 6 months. Circuit will cover the costs for adding and removing the vehicles and will cover the carrying costs of the vehicles not in service, at no expense to the City. Based on the current volume of riders, Circuit feels it's necessary to add additional vehicles to the market. Furthermore, Circuit will set up a new pricing model that will adjust rider pricing by zones. For example, a ride from Zone 3 to Zone 1 might be \$4, but a ride within Zone 2 might be \$2. This dynamic pricing model will also be structured to incentivize larger groups and increase efficiencies.

With this option, as with any of the options, Circuit can work with the City to explore predetermined pickup and dropoff spots, using the Circuit Connect Smart Spot approach, adjusting pricing models for fares, zone-based pricing to adjust prices, and or a combination of these features.



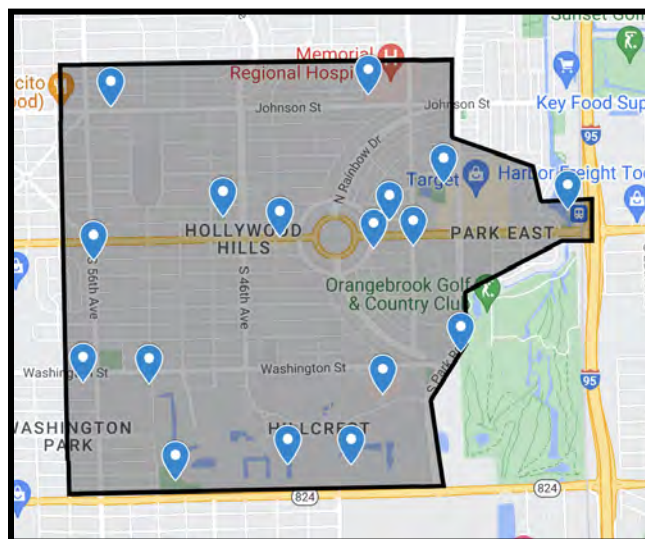
Alternate Option C - Zone Mtz-1 & 2 With Smart Stops*

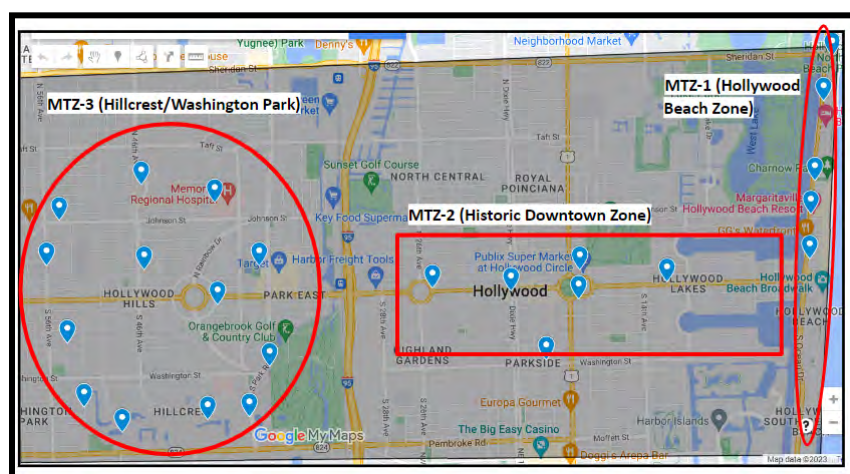
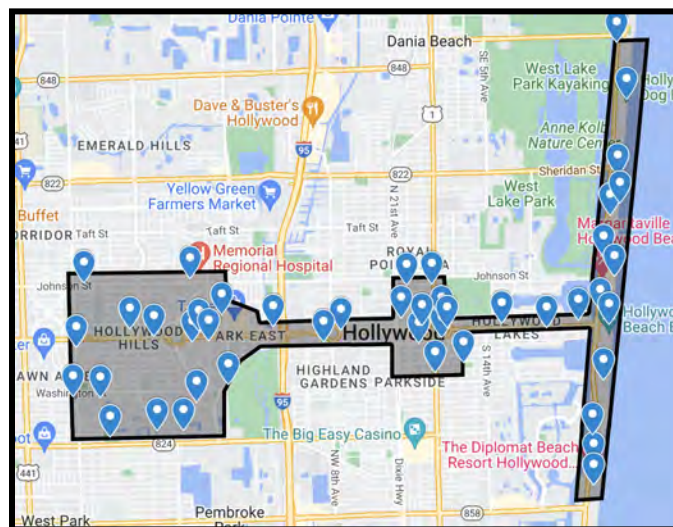


****Actual location of Smart Stops TBD, Circuit has highlighted some popular drop-off and pick-up locations***

Alternate Option C - Zone Mtz-3 With Smart Stops*

****Actual location of Smart Stops TBD, Circuit has highlighted some popular drop-off and pick-up locations***





B1.2.2 Drivers

Circuit will leverage its existing team of experienced W2 employee Driver Ambassadors, Local Managers and Supervisors in Hollywood, ensuring service performance and company operational standards. 14 of the 19 current Hollywood Driver Ambassadors live in the Hollywood community and all Driver Ambassadors have experience operating in the proposed micro-transit coverage areas.

As a reminder to the City, all of Circuit's qualified W2, local, screened and background-checked Driver Ambassadors are a critical part of Circuit's proposed approach to this project. Circuit has built a successful, proud team in the City of Hollywood, and hopes to use and expand this team going forward. The average tenure of our Hollywood staff is 21.8 months. Drivers are required to speak fluent English and several are bi-lingual, many also speaking fluent Spanish.

Many of our drivers in Hollywood have been working in the community for multiple years, live locally and have become true ambassadors of the area. This local experience is not something that can be taught or trained and has continued to become more valuable in delivering the best quality of service for the City.

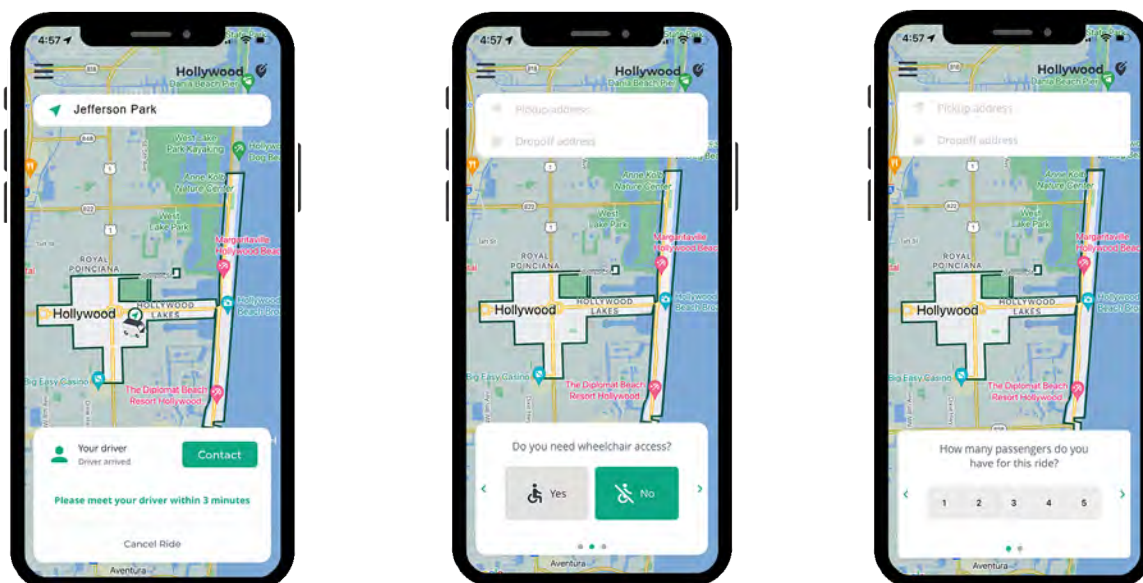
For more details on our driver training, qualifications and certifications, ***please see section B4, below.***



Circuit's Hollywood team, fleet of event-ready GEM NEVs, 100% Electric Vans & Teslas at Safe Streets Summit 2023

B1.2.3 Technology

Since the Sun Shuttle's launch in 2019, Circuit has used our custom proprietary mobile app to move over 500k riders. Throughout Sun Shuttle's lifetime the service has gone through 25 app upgrades to improve bug fixes, integrate fares and deliver smarter routing capabilities. Circuit's tech team has continued to grow, improve and roadmap new features and enhancements for 2023 and 2024.



Current version of the mobile app in Hollywood, including ADA request option, 2023



Circuit was able to integrate fares and user payment profiles into the app in March 2021 when the service went from fare-free to \$1, and again in March 2022 with the \$2 fare increase.

More details, including a deeper dive into Circuit's Technology is available in *Section B3.5 Technological Capabilities*.

B1.2.4 Timeline

With robust infrastructure already in place such as experienced Hollywood Management, Supervisors, Driver/ Ambassadors, support from local Corporate staff, vehicles and maintenance, parking and charging, Circuit can seamlessly transition from existing services in Hollywood to this updated program. Circuit has direct access to the manufacturer and can add additional vans (beyond the current pilot with vans), within 30 days. Currently the Sun Shuttle program has been extended through July 2, 2023. Circuit is comfortable committing to operate the new service starting on, or if needed, prior to the existing contract ending.

B1.2.4 Project Team and Organizational Chart

Project Team Qualifications

Partner/ Project Manager - Jason Bagley - Jason is a National Partner at Circuit, has over 12 years of experience operating similar services in South Florida and would be the primary contact for this program. He controls all South Florida operations and comes at no cost to the City of Hollywood. Jason currently oversees Circuit's national fleet operations for 190+ vehicles and our operations with 60+ vehicles in Palm Beach, Broward, and Miami counties. Jason has been operating 100% electric shuttle services in Broward County since 2011 and with his fleet expertise spends time consulting the GEM corporate technicians on vehicle diagnostics and new solutions. He will be the lead in preparing for and launching operations and will oversee local managers during operation, oversee ongoing maintenance, and coordinate any changes to service such as service expansion. He has been an integral part in launching service in several markets, as well as assisting in managing operations across the country and focusing on national quality control. Before joining Circuit in 2012, he worked as a Regional Manager for a full service National Parking and Transportation Company. He received his BA in Communication from Florida Atlantic University. Jason is based in Fort Lauderdale and is active in the community.

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

Regional Manager - Camille Santiago - Manages hiring, onboarding and scheduling for all South Florida operations and comes at no cost to the City of Hollywood. Camille currently oversees and schedules roughly 35 managers, supervisors and 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.

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

CEO / Co-Founder - Alex Esposito - Started on a hunch that shared, electric rides would help alleviate parking congestion at the beaches, Circuit (formerly The Free Ride) has evolved into a last-mile mobility solution that's embraced by cities across the US. He has 10+ years of experience in on-demand electric micro-transit services. Prior to Circuit, Alex worked as a consultant for Accenture (NYSE: ACN) and in marketing for Vistaprint (Nasdaq: CMPR). He holds a BS in Finance and MBA from Bentley University. Alex has been a featured contributor at Smart Cities NY, LA CoMotion, 20-20 Cities Boston, South Florida Safe Streets Summit, Urban-X and LACI. He's been recognized as a Forbes Next 1000 Entrepreneur and a Association for Commuter Transportation (actweb.org) 40 under 40 award recipient. Alex is based between Circuit's Fort Lauderdale Office.

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 Hollywood. James is the head of Operations and Finance. He has a total of 10+ years of experience in transportation services similar to those requested by this RFP. Beginning in 2011, James started the Hamptons Free Ride (now Circuit) operations in East Hampton, Southampton and Montauk, NY. His attention to detail, people skills, and strong work ethic helped create a solid foundation that the company has been able to grow from. James moves between the company's locations, focusing on business development, management training, vendor relations and overall strategy. James received his BS in Finance from University of Florida. After graduating in 2009, he worked for Morgan Stanley (NYSE:

Transportation Development Coordinator - Isabella Downes - Isabella is a Transportation Development Coordinator at Circuit, supporting sales and partnership teams to launch on-demand 1st/last mile mobility solutions. Isabella has 5+ years experience working to drive innovation between public and private entities. She has launched over 10 micro-transit services that are meant to act complementary to existing transit infrastructure or as stand alone services in light of no other transit options. Isabella has published two studies exploring transportation access in various US cities and the impact access has on socioeconomic development. Isabella holds a BA in Public Relations from Wayne State University and an MA in Sustainable Urban Development from DePaul University. In addition to her role at Circuit, Isabella serves on the Young Professionals in Transportation- NYC Board as the Director of Programs Co-Chair. She is very passionate about solving complex transportation justice issues.

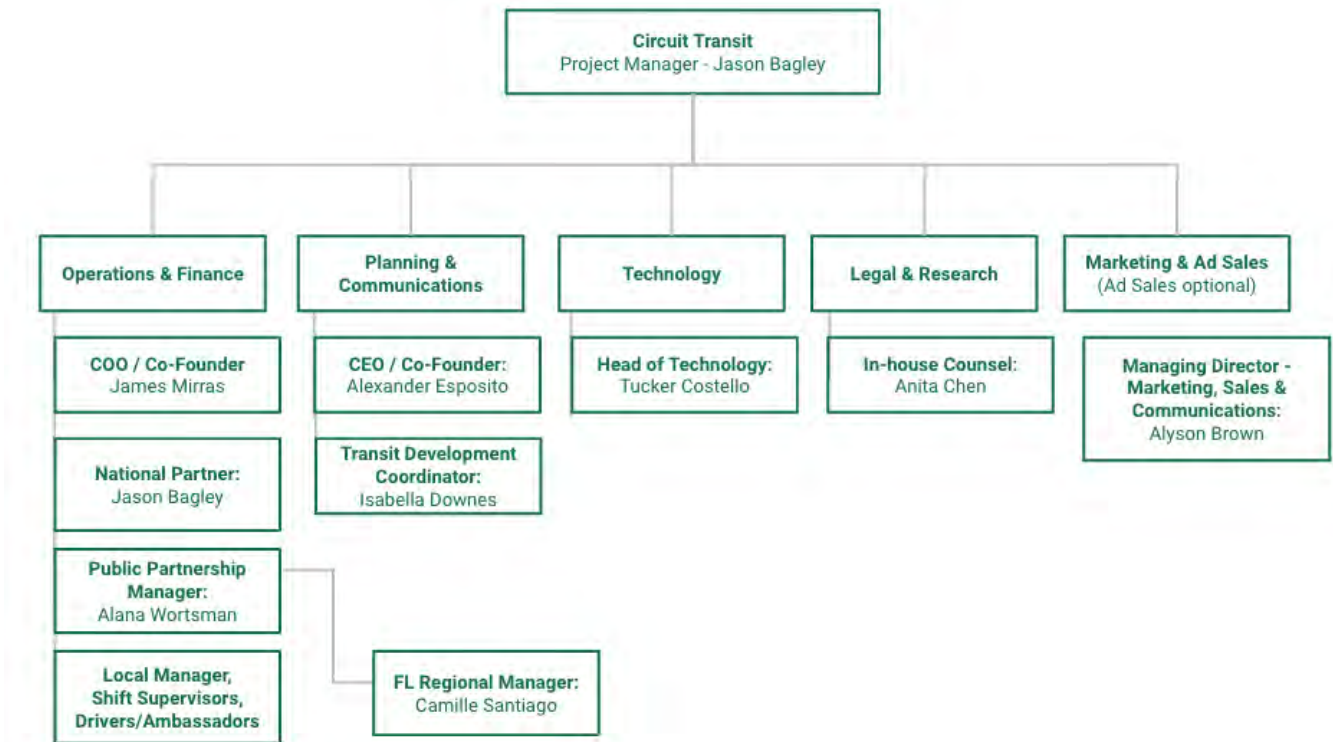
Head of Technology - Tucker Costello - Tucker is the Managing Director, Internal Development for Circuit. He handles internal business and technical development. He has over 5 years of experience in transportation services similar to those requested by this RFP. He handles new app deployments,



including testing and ongoing support. He works closely with our operations teams to incorporate partner, driver, and rider feedback from our locations to ensure a seamless experience throughout our platform with timely and relevant updates. Tucker holds a BA from Skidmore College. Over a decade of hands-on hardware and software implementation has given him a deep understanding of how technology enhances our work. Tucker would handle the location deployment within the mobile app, testing and coordination with operations staff, handle features requests, and lead ongoing testing and technical support.

In House Counsel - Anita Chen - is counsel for business development. Anita received her BS in Finance and Marketing from New York University and her JD from Touro College Jacob D. Fuchsberg Law Center. Prior to law school, she worked at Bankers Trust Company in New York City as an associate in their commercial paper department. As a lawyer, she worked for LeBoeuf, Lamb, Greene & MacRae as a litigator representing clients including Lloyd's of London, Prudential Financial and Barneys New York. After several years in the private sector, Anita joined Manhattan Legal Services representing low-income residents in New York City. She now counsels for many small-businesses including taxi medallion companies, real estate holding companies, bars and restaurants. Anita has been with Circuit since 2018.

Organizational Chart



B2. Environmental & Sustainability Benefits

We understand and appreciate the City’s desire to implement environmentally friendly services to the



community. With the Sun Shuttle, Hollywood was a first-mover in Florida as it relates to deploying electric vehicles into public services. With the current Sun Shuttle program, Circuit and the City are currently helping to avoid over **9 Metric TONS of GHG emissions per month.**

Circuit applauds the City of Hollywood for its committed, forward thinking and dedicated approach to solving last mile, congestion, and emissions challenges and the strong commitment to a sustainable fleet. Circuit remains committed to using only 100% battery electric vehicles. The vehicles are ideal vehicles for short-range, sustainable, about-town transportation and Our 100% electric fleet exceeds the RFP's specifications for "environmentally friendly and sustainable vehicles".

Fortunately, impact is inherent in the service we offer. The more shared rides that we provide, the more emissions and vehicle miles traveled (VMTs) are reduced. There will be a heavy emphasis on ridership and we will measure success based on metrics including but not limited to: total ridership, riders per ride, riders/hour, jobs created, connections to transit, customer experience, and GHG emissions reduced. High ridership shows us that riders are happy, the service is priced effectively and the design meets the needs of the community. High ridership also reduces the Cost Per Rider (CPR).

Single Occupancy Vehicles are bad for Cities. Circuit hopes that this program will continue to demonstrate how eco-friendly, shared and sustainable programs can help reduce the need for single occupancy vehicles (SOVs), promote ridership on existing Transit, create jobs and reduce commuting costs, GHG emissions and VMTs. Electric first/last-mile micro-transit is a great option for all types of communities and has proven to be a success in Hollywood. Tracking the environmental benefits will be a priority moving forward and will help to unlock more funding from upcoming environmentally focused grant programs. Circuit has been fortunate to receive grants for environmental reasons including but not limited to our programs with NYSEDA, Clean Mobility Options Grants (CMO), CARB Funding (California Air Resources Board) and others.

Circuit will track greenhouse gas emissions and tailpipe emissions reductions. We can provide estimates based on projections for vehicle miles traveled and FHWA and EPA metrics and constants for average vehicle miles per gallon by vehicle type and carbon constant for gasoline fuel. We can also generate these based on a shared ride model including ridership, average trip distance, and FHWA and EPA constants and metrics.

B3. Vendor / Contractor Capabilities

B3.1 Background on Circuit

Circuit has enjoyed working with the City of Hollywood since 2019 to launch and operate the Hollywood Sun Shuttle. With over 11 years of experience, Circuit has established itself as a national leader in the on-demand, first/last-mile transportation industry and an experienced operator of fleets of EVs and NEVs. We have a currently existing fleet of 13 electric vehicles, and a team of 19 EV trained and W2 paid employees in Hollywood. Additionally, we have a corporate team already in place in Hollywood, Florida with expertise in national operations, marketing, advertising sales, technology, reporting, and expansion.



Our corporate team has extensive experience in planning, designing, implementing, reporting, and maintaining NEV micro-transit programs and has operated programs similar in size and scope to this RFP, including fare-based systems. Our high customer satisfaction ratings and high demand are a testament to the superb customer service provided by our driver ambassadors and management.

Circuit prides ourselves in closing first / last mile gaps and providing an enjoyable and safe rider experience. This encourages riders to avoid using single occupancy vehicles or private rideshare services that add congestion and pollution, as we have seen in Hollywood since the launch of Sun Shuttle. Specifically, Circuit has been the most successful in:

1. Connecting riders with local destinations including local businesses, restaurants, nightlife, transit, and parking
2. Encouraging ridership and ridership on other forms of transit
3. Forming public private partnerships (PPPs) with cities, developers, entertainment and sports complexes, and local agencies to craft services for hyper-localized coverage areas
4. Building local, trained, w2 and background-checked teams that maintain a level of quality control and understanding of the area creating an enjoyable customer experience.

B3.2 General Company Information - CONFIDENTIAL

General Information

Within the last five years, Circuit has operated similar on-demand shuttle services using all-electric vehicles in Florida under contract with government entities, including City of Hollywood, City of Fort Lauderdale, City of Pompano Beach, City of Wilton Manors, West Palm Beach Downtown Development Authority, and Palm Beach County Convention Center. We have a current service contract with Brightline Trains. We have also privately funded services in Miami, Pompano Beach, and Palm Beach Gardens. Circuit also has experience with FDOT funding requirements.

- **Business Name:** Circuit Transit Inc. (wholly owned Subsidiary of TFR Holdings Corp)
- Corporate Headquarters: 777 S Flagler Drive, Suite 800W, West Palm Beach, FL 33401
- Phone Number: 646-504-3733
- Website: www.ridecircuit.com
- Corporate Employees: ~32 Full Time
- Driver Ambassadors: ~360+
 - Full Time: 159
 - Part Time: 154
- Professional Staff: Circuit has 92+ employees working in Broward County, with 19 in Hollywood. Circuit has a total 164 South Florida employees.
- Employee Retention: (Quarterly Avg): ~94%+
- **Local Hollywood Address:** 2031 Harrison St, Hollywood, FL 33020 Circuit has a current office in Hollywood Florida. If selected for the next iteration of the Hollywood Sun Shuttle service, Circuit will use the local office at Buro at 2031 Harrison St, existing vehicle charging and parking at Circ Residences/ Publix garage at 1780 Polk St and at Costa Hollywood Beach Hotel at 777 N. Ocean Dr. Additionally, Circuit has a nearby regional office at 501 E. Las Olas Blvd, Suite 200, Fort



Lauderdale, FL 33301. Circuit has a Corporate office at 777 S Flagler Drive, Suite 800W, West Palm Beach, FL 33401

- **Business Incorporation Date & Location** Circuit has been operating in Florida since 2011 through its wholly owned subsidiaries Eco Cab LLC and South Florida Free Ride LLC. Eco Cab LLC and South Florida Free Ride LLC were organized and formed in the State of Florida in 2008 and 2012 respectively. As a part of the restructuring of the companies, Circuit Transit Inc was incorporated in 2018 in the State of Florida acquiring Eco Cab LLC and South Florida Free Ride LLC. Circuit Transit Inc, previously TFR Transit Inc, is a wholly owned subsidiary of TFR Holdings Corp, which is incorporated in the State of Delaware.
- **Local Business and Legal Status** - Circuit Transit Inc is a C Corporation incorporated in Florida. Circuit Transit, with its affiliated operating companies, has been operating in Florida since 2011. Circuit is a local business with current operations in Broward County in nearby communities including Pompano Beach, Fort Lauderdale, and Hollywood as well as a partnership with Brightline. Circuit operates over 40 on-demand micro-transit services across the US. Circuit is the operator of the Hollywood Sun Shuttle, Pompano Beach Circuit, West Palm Beach Circuit, and Brightline+ shuttle services.
- **Business Licenses, Permits & Certifications** Circuit has all required documentation in place to operate the services described in this RFP in the State of Florida and has operated similar services in Broward County.
 - EIN: 82-4586300
 - DUNS: 117547537
 - US DOT: 3562459
- **State of Florida, Applicable Code & Regulations:** Circuit is fully licensed and certified in the State of Florida at the time of submittal for the type of goods/services to be provided. Circuit understands the regulatory requirements for the services to be provided and has met them for other city contracts. Circuit can meet these requirements and will adhere to all applicable code regulations at the Federal, State, and City levels.

Primary Contact Person: Jason Bagley, Partner, National Operations - jason@ridecircuit.com - 305-494-1612

Additional Points of Contact :

- Alexander Esposito - CEO & Co-Founder - alex@ridecircuit.com
- James Mirras - COO & Co-Founder - james@ridecircuit.com
- Isabella Downes - Transit Development Coordinator- isabella.downes@ridecircuit.com
734-478-4732

Business Structure, Parent Company and Subsidiaries

Circuit Transit Inc. is a wholly owned subsidiary of TFR Holdings Corp.

Eco Cab LLC and South Florida Free Ride LLC are wholly owned subsidiaries of Circuit Transit Inc.



Evaluations and Reporting

Staff Evaluations

Circuit conducts regular management and staff performance reviews on a quarterly basis. During these sessions, we encourage the staff to also share their evaluation of the program and ways to improve service. We hire locally - our staff are part of the community they are serving. Their input and expertise is valuable, and we encourage this feedback loop. Managers also conduct monthly ride-alongs with drivers, providing an additional touchpoint for evaluation, feedback, and training.

Leveraging Data to Improve Performance

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. For more information on how we use data to improve our services and our technological data capabilities, please see Section B3.5 Technological Capabilities.

Other Reports - Maintenance, Customer Service

Circuit can provide other reports and updates as needed by the City and can include these in regular monthly reports as well. Circuit uses fleet management software to maintain logs and important information about its fleet status and maintenance. Our internal team manages and logs customer service and feedback. We also can include spatial mapping, such as the report below.

Current Projects:

Circuit has experience operating electric micro-shuttle operations in 40+ locations across 9 states, including:

Florida Services

- Hollywood
- Pompano Beach
- Fort Lauderdale
- Wilton Manors
- West Palm Beach
- Palm Beach
- Miami
- Brightline+ (Fort Lauderdale, West Palm Beach, Miami stations)
- Gardens Mall (Palm Beach Gardens)
- The Ben Hotel

California Services

- San Diego
- Santa Monica
- Marina del Rey
- Venice
- Culver City
- Huntington Beach
- Inglewood
- SoFi Stadium (NFL games, Super Bowl)
- Chula VistaLong Beach

New York Services

- New Rochelle
- Williamsburg (Brooklyn)
- East Hampton
- Southampton
- Montauk
- Amagansett
- Hauppauge Industrial Park (Clean Air NY Pilot)

New Jersey Services

- Asbury Park
- Belmar Shore

Texas Services

- Dallas
- West Dallas
- Austin
- Houston

Other State Services

- Boston, MA
- Plymouth, MA



Circuit has been fortunate to work with a number of cities and private clients on many micro transit projects that are similar to the services being described in the RFP. To learn more about our past project experience please reference *section B5.2 Past Project Experience*.

Experience, Awards and Recognition - Circuit has been fortunate to work with, learn from, and be recognized for various Micro-Transit Initiatives around the US. For more information on Circuit's Experience, Awards and Recognition, please see *Section B5.1.3 Micro-Transit Operations Experience*.

Experience with Drivers, Hiring, Training, Performance - Please see more information about Circuit's experience with a W2, employee driver workforce in *Section B3.7 Driver Capabilities*.

B3.3 Financial Capabilities - CONFIDENTIAL

As shown by its experience in Hollywood, FL, Circuit has the financial capabilities to run, manage and scale this program. Circuit recently raised a [Series A round of financing](#) that was lead by Tribeca Venture Partners with additional investments by CitiBank³ Impact Engine, Los Angeles Cleantech Incubator (LACI)'s Impact Fund and has previously received investments from notable investors including Urban-X, Third Sphere and the BMW Mini Group of North America.

Circuit would be happy to provide more detailed evidence of our financial capabilities upon request. For general guidance, Circuit's 2022 Annual Revenue: ~\$15.5M USD

B3.4 Revenue and Funding Capabilities

B3.4.1 Advertising Capabilities

Circuit is able to continue to offer third party advertising as an additional revenue option. Circuit currently offers a revenue share of advertising sold and executed on the service, and will continue to do so to lower the cost of the service for the City of Hollywood. Circuit has a successful history of planning, selling, and executing advertising campaigns for a variety of local and national advertisers with the City of Hollywood. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. Advertising options include exterior vehicle wraps, interior digital displays, email/social campaigns, and product sampling.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. This advertising program can also help to promote local businesses, as we've seen by working with groups like Billy's Stone Crabs, Ritas, and the Hollywood Golf Course.

We see advertising as a way to reduce costs and provide a fun and engaging experience for the riders. We have found that brand sponsors improve the rider experience and the methods Circuit uses to advertise on behalf of its advertisers can also be used to market its services to future riders. Circuit has found that

³ <https://www.prnewswire.com/news-releases/circuit-raises-11m-series-a-to-expand-ev-shuttle-business-301619296.html>



our parameters around appropriate ads align well with those of our partners, and the City would continue to have final say on what advertisements are allowed and what would not be permitted. Any advertiser and specific content would be submitted for City approval.

Based on our confidence in securing advertising partners, Circuit has included a guaranteed discount to the City as further detailed in section B.10.

Some examples of past campaigns are included in the images below.



Local businesses advertising on Circuit vehicles in Hollywood, FL.

B3.4.2 Fare Revenue Capabilities - CONFIDENTIAL

Circuit has experience operating fare-based services in Hollywood, FL. In 2021 Circuit implemented a low-cost fare into the Hollywood Sun Shuttle program. The \$0 service moved to \$1 and Circuit saw the total ridership continue to grow, despite the increase. Upon further investigation, Circuit learned that the lack of impact on demand caused by the fare was largely due to the large increase in TNC prices in the area. In this example, the average TNC fare was over 4X higher, for rides starting and ending in the area. Furthermore, the team found that fares had an impact in reducing cancellations from riders and therefore led to a more efficient system that moved more riders. This fare model has worked well and Circuit has regularly reported on these fares and used them to reduce the cost of the service to the City of Hollywood.



Circuit's technology includes capability to charge fares on a flat fee basis as well as dynamic pricing, discount codes, and group rates. We have tested and proven technology, policies, and programs for offering fare-based programs. Our mobile app can accept payment via debit, credit, and prepaid cards. The application has the ability to charge a fee for service and has security in place to store encrypted credit card information via a third party integration with Stripe.

For this program, Circuit will offer a flat fare of \$2, keeping the fares consistent with how they've been structured in the past. Circuit has the ability to adjust this fare as needed, at the request of the City.

Circuit can also "sell" promotional or access codes to local businesses so that they can prepay fares for employees and or customers. This approach can be useful in getting more financial support from the local business community and aligns with the City's goal to make the program more financially sustainable.

As part of the alternate options in Alternate Option C, Circuit has mapped out how increasing the average fare to \$3 would impact the net cost of the service. Circuit, if the City is interested, can build a program that automatically adjusts fares based on the zones traveled to and from. For example, it might be \$4 to go from Zone 3 to Zone 1, but only \$2 to travel within a zone. Using this approach can increase the average fare collected per rider across the system. We can also cap the total fare per ride so adding additional riders will be less expensive than the first one.

B3.4.3 Grant Sourcing Capabilities

Circuit prides itself in our ability to help our partners source funds for initial launches, service expansions and to pilot new zones. Now, more than ever, grants are available to implement sustainable micro-transit systems that provide equitable and accessible transportation options that give way to environmentally forward thinking solutions. Our team, as we discover appropriate grant opportunities, will bring possible funding solutions to the City. Circuit has successfully secured grants and/or worked with Cities on grant programs in NY, CA, NJ and FL. Circuit has also been selected for and awarded grants from the State of California and State of New York with its municipal partners, including a recent Clean Mobility Options grant in 2021 and Clean Transportation Challenge Planning Grant for Electric Mobility in 2022.

B3.5 Technological Capabilities - CONFIDENTIAL

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

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>

Circuit has developed its technology over the past 11 years and has built the technology with a variety of features that can be turned on and off, depending on the coverage area. Some of these features include approaches for smart spot locations vs fully on-demand, a pooling algorithm to maximize the utilization of the vehicles, dynamic fare models with flexible pricing and discount options, ADA accessibility and request features, Spanish language options, ratings and reviews and a number of other features. As the City is aware, our features have been built using feedback from riders, drivers and customers, utilizing the data generated across millions of rides. Since launching the Sun Shuttle service, we've introduced multiple new



versions of the app every year and continue to strengthen our roadmap of new features and options. This process is ongoing as we consistently strive to create the best user experience for our riders and partners.

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

The app is designed specifically for running and managing these types of on-demand, last-mile EV shuttle services and has been built and optimized based on data gathered from over 5M rides along with rider and driver feedback. Our user app is complemented by our driver facing app and management dashboard - a technology suite that we built specifically for our neighborhood electric vehicle operations. Circuit owns the app, all of the data, and can provide robust data reports, often limited by firms using white-labeled solutions. This further allows the team to make customized adjustments as needed by the City. Our ability to collect, record, clean and present data is always improving as we believe data is a key factor in providing an excellent standard of service. Circuit has recently partnered with Snowflake to create new databases that will allow for faster reporting, more flexible data analysis, and better visualization of data. If selected, Circuit looks forward to sharing these new capabilities with the City.

Our dynamic pooling feature has resulted in **30%+ increases in ridership** using the same number of cars and operating hours. This is true when we **measure against our own services** (turning pooling on and off) and **also true when compared to other operators nationally**. Pooling not only increases ride efficiency, it also decreases traffic, emissions and cost-per-rider, where we've proven to be more effective than other service operators.

Unlike many white label solutions, Circuit owns its technology and is able to quickly and flexibly make adjustments and improvements. We are constantly improving the service and adding new features, which would continue to be available to the City at no additional cost.

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

B3.5.1 Ride Request App

Circuit has a custom mobile application available for iOS and Android phones where rides can be hailed within a geofenced zone. This application is a fare-integrated service model and is very user-friendly. Within the app, the user can see information about the service, add payment methods, see the coverage area map, select their desired pick up and drop off within the geofenced coverage zone, input number of riders, and request a ride. They are 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 give a rating. Drivers receive notifications of the requested rides.



The service territory is a geo-fenced coverage area that ensures rides can only be requested and completed within the service territory. Our team makes sure that these geofenced zones include exactly the territory desired and that riders can make a request anywhere within this zone. We can also exclude roads and highways with speed limits higher than 35ph within this zone to ensure vehicles are not dispatched to areas where pickup is not possible due to speed limits.

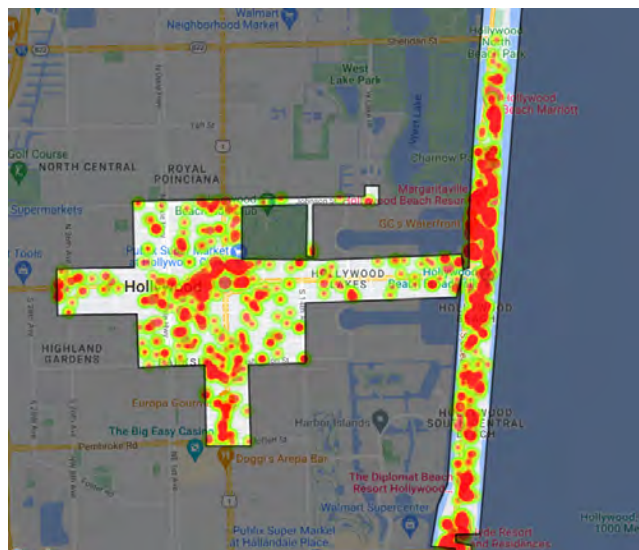
Key Advantages of the App

- On-Demand;
- Ability to add pre-determined Smart Stops to reduce wait times in larger zones
- 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.
- Fare Collection features with Discount Code Options
- Driver facing capabilities to communicate with riders via text and call prior to boarding the vehicle

Circuit is working on several integration projects and can work with the City and County to integrate the Circuit rider app with other transportation applications, including applications that might be introduced with the upcoming fixed route community shuttles.

B3.5.2 Driver App Capabilities

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



Ride request heat map from Hollywood Sun Shuttle Program



B3.5.3 On Demand Coverage Zones and the Smart Stop Approach

For point-to-point service, a rider can go to and from any location within a geofenced coverage zone, typically focused on a small, localized coverage area. As mentioned in our alternative options, a capability of our technology includes the ability to set up a smart stop approach. The smart stop approach allows the rider to go to and from any predefined smart stop within a specified coverage area. A smart stop could be a predefined location at a school, transit hub, affordable housing community - or these could be spread throughout the community every few blocks, for example. We believe the smart stop approach is beneficial when covering larger service zones

Circuit is flexible and able to adjust service before and after launch of services. As data comes in, Circuit can work with the City and the community to fine tune the service to best support the community shuttles in each zone. Please see below for a sample of proposed smart stops by zone.

MTZ-1 Smart Zone Stops

- The Diplomat Beach Resort, 3555 S Ocean Dr.
- Harry Berry Park, 301 Azalea Terrace
- Arizona Street (By Taco Shack, across from Billy's Stone Crab)
- Charnow Park, 300 Connecticut S.
- Hollywood North Beach Park, 3601 N Ocean Dr.
- Walmart, 2551 E Hallandale Beach Blvd

MTZ-2 Smart Zone Stops

- Young Circle
- Publix, 1740 Polk St.
- Washington St.
- Hollywood City Hall, 2600 Hollywood Blvd.
- 930 S 26th Ave.

MTZ- 3 Smart Zone Stops

- Publix Supermarket at Hollywood Mall, 3251 Hollywood Blvd.
- David Park Tennis Center, 510 N 33rd Ct.
- Broward County South Regional Courthouse, 3550 Hollywood Blvd.
- Orangebrook Golf & Country Club, 400 Entrada D.
- Bob Butterworth Park, 5202 Washington St.
- Memorial Regional Hospital South, 3600 Washington St.
- Washington Park, 5199 Pembroke Road
- Harrison & S 56th Ave
- Sal Oliveri Veterans Park, 4701 Tyler St.

B3.5.4 Using Data to Steer Service Operations

Circuit has 4+ years of information from our other shared, on-demand, electric shuttle services, allowing the team to utilize data from the Sun Shuttle, as well as other nearby Broward County operations and other comparable operations around the country. Consideration taken when forecasting ridership:

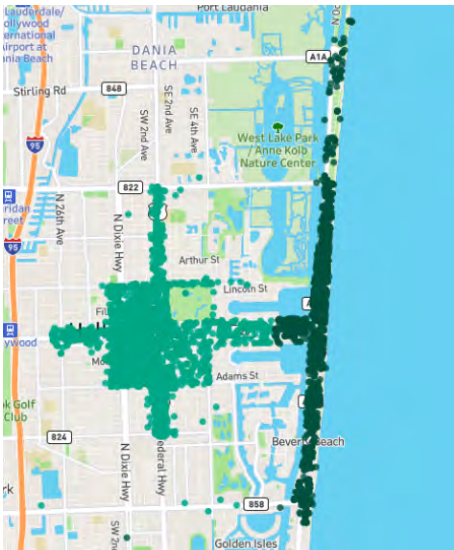


- Size of the Coverage Area
- Hours of Operations
- Marketing to grow ridership
- Input from local stakeholders
- Performance of Comparable Programs
- Other transportation in the area

While our data, local outreach, analysis, and research provide valuable insights month over month, we understand there will be unknowns and that we must monitor data and work closely with local stakeholders to make sure that we continuously adjust and improve the service to make sure it's set up for long-term success in the City of Hollywood, as we have done since Sun Shuttle's 2019 launch. We have refined our approach and recommendations in close coordination with City and CRA officials.

Circuit's Data Dashboard, Analysis and Expanded Features

Since starting the program in 2019, Circuit has delivered monthly data reports to the City of Hollywood. By leveraging data from upwards of 17,000 transactions in a month, we've developed a healthy data set that provides information on top pick up and drop off locations, insights into ridership broken down by service hour and day, and the ability to monitor ridership growth throughout the service's lifetime. The system has also gone through numerous updates over the years and we're proud to share that in the last 3 months



we've built a relational database that integrates numerous data sets to help with data visualization, analysis and reporting. If selected for the next phase of the Hollywood Sun Shuttle program, Circuit now has the ability to add additional licenses for our City partners. Our ability to collect, record, clean and present data is always improving as we believe data is a key factor in providing an excellent standard of service. Circuit has recently partnered with Snowflake to create new databases that will allow for faster reporting, more flexible data analysis, and better visualization of data. If selected, Circuit looks forward to sharing these new capabilities with the City. Our next iteration of data reporting is a great value add for operations and transportation planning, this dataset can be a particularly valuable asset for the Cities long term urban planning initiatives.

There are examples of updated data reports in **Appendix 2**, below.

Pictured here is an example of the new zone-based analysis and heatmaps that have already been built.

B3.6 Vehicle Capabilities

In line with the RFP's desire to have a sustainable fleet, Circuit proposes to use the currently existing GEM E6 all-weather, 100%-electric cars from Polaris Inc and Ford E-Transit EV vans.



Sea Turtle Nesting Season Artwork on GEM Neighborhood Electric Vehicle

Neighborhood Electric Vehicle (NEVs) Circuit will continue to use GEM E6 all-weather, 100%-electric cars from Polaris Industries. The slim and efficient design reduces interference with traffic and decreases passenger load time. The cars are ideal for short-range, about-town transportation. The cars are easily kept clean and are outfitted with comfortable seats, ample legroom, fans, 3-point seatbelts, cargo space, and a friendly, local ambassador/ driver. They include all-weather options, and Circuit operates these vehicles in South Florida markets year-round. The car's design is fun and inviting in nature. Hollywood Sun Shuttle riders have responded very favorably to these vehicles.



Ford E-Transit Electric 13 Passenger Van

Ford Electric Passenger Van There are a number of electric passenger van options that Circuit has used in other markets. There are OEM options as well as conversion technology options. Circuit has directly used Lightning Systems and Maxwell converted electric passenger vans. They are ideal for roads with speed



limits above 35 mph, programs requiring higher capacity, suburban trips, and can be outfitted for ADA accessibility.

ADA Service Vehicles

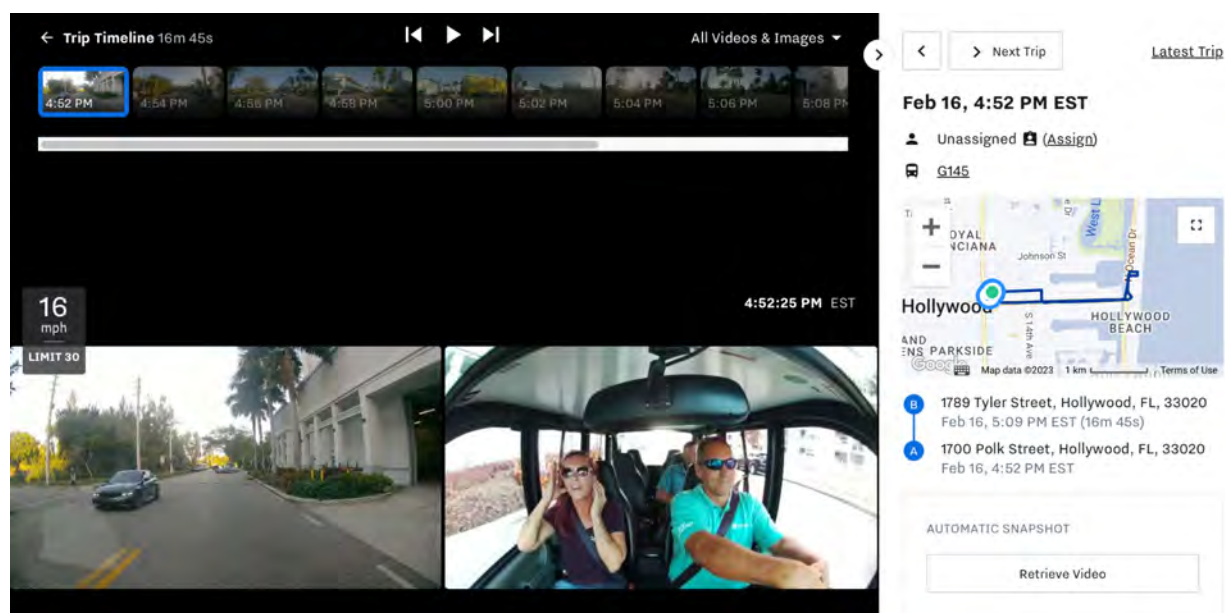
We are able to offer one (1) Ford E-Transit EV Van which offers a full automated lift and the ability to secure wheelchairs within the vehicle, and 8 total seats (as opposed to the usual 12, + driver).

Additionally, we are able to offer one (1) WAEV (Formerly Polaris) GEM e6 ADA vehicle 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 5 seats, + driver). Circuit is pleased to offer this vehicle to the City at no additional cost, as it is a part of the existing Hollywood Sun Shuttle existing fleet.

Samsara AI Dash Cameras

Circuit has recently installed Samsara AI bi directional Dash Cameras in the entire fleet of shuttles in Hollywood. These cameras use computer vision to analyze the road and driver behavior in real-time—making it possible to detect distracted driving and even warn drivers of an impending collision, helping prevent accidents before they happen. Any incidents of distracted driving or harsh braking events trigger an alert to “watchers” of specific vehicles. This group includes direct local management, Regional and Corporate Management.

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



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



B3.7.1 Vehicle Maintenance Capabilities

Our in-house mobile service maintenance technicians are able to quickly respond to needs, and also adapt vehicles for the market. Vehicles are regularly maintained using rigorous checklists created in conjunction with the vehicle manufacturer. Typically, vehicles are inspected every 4,000-5,000 miles and the condition of filters, brakes, etc. are tracked and replaced accordingly. Additionally, data is shared about the cars' performance in order to forecast future maintenance needs. As it does with ridership, Circuit takes a proactive approach to planning future needs.

Each vehicle within our fleet has a unique ID. Our operations team tracks vehicle characteristics and status through fleet management software and communicates this status to Regional Management and other corporate team members through shared documents and project management software. These characteristics and status include driver vehicle check forms, current and pending advertising campaign information if any, maintenance records, assigned operating location or special event, mileage, as well as general information such as color, make, model, year, features.

Drivers check vehicles before and after each shift and fill out a vehicle check form. They perform cleaning duties before, during, and after their shift. Any issues are noted and reported to local managers, who coordinate maintenance and repairs. We have trained and certified maintenance staff in each operating region, and would train a local maintenance team in Fort Lauderdale to manage regular and ongoing maintenance for local operations, with manufacturer certification for the vehicles in use.

B3.7 Driver Capabilities

Circuit has a robust hiring and training program backed by standard operating procedures, driver manuals, and emergency and health & safety plans designed to provide high quality customer service through a fun and convenient on-demand service. As now with the current Hollywood Shuttle, Circuit will continue to ensure all drivers meet and follow the required guidelines as required by the RFP.

As the City of Hollywood is aware, Circuit prefers to hire local w-2 Driver Ambassadors from within our service area who have local knowledge and experience. We focus on hiring drivers with high degrees of customer service and professionalism as well as local knowledge of the community, as our drivers are ambassadors for the local community. This model reduces greenhouse gas emissions by keeping workers local and supports the local community by providing jobs. Currently, 14 of our 19 Hollywood Sun Shuttle Drivers are Hollywood residents. You can find further details in the Driver Model section below.

Quality Control is why we have successful operations throughout the country with several locations running for more than 5 years. We focus on recruiting, hiring, onboarding and training service oriented candidates with a strong driver safety record. Along with Driver Ambassadors we employ location Supervisors, Location Operations Managers, Regional Operations Managers and local corporate support. We use several training and monitoring programs including our own admin dashboard (backend of the Ride Circuit app) for a real time look at activity in the field - driver/ ambassador gps location, trip queue, availability status and rider reviews of the Driver/ Ambassador. Samsara AI Dash Cams provide a real look into the individual vehicles. Can record any video clips and alert the supervisor and management teams for any harsh events. Regular feedback and reviews by management to address any areas of concerns and give feedback.



B3.7.1 Driver Model

Each Circuit location has a dedicated team of 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 this contract, Circuit will be easily able to leverage our current driver ambassador team, and as needed, develop and provide a more specific staffing and personnel plan tailored to the final service scope. Please see below for the positions that are staffed to make up Circuit's Driver and Fleet Team:

- **General Manager / Operations Manager:** Full time hired positions (depending on scope). Responsible for day-to-day operations, vehicles and staff. Reports directly to the Region General Manager. Direct reports are Shift Supervisors and Driver Ambassadors. Perform dispatch and customer service responsibilities as needed
- **Shift Supervisor:** Full-time hired positions. On-site at all times during service hours. Perform dispatch and customer service responsibilities as needed. Additional training and responsibilities. All shifts include at least 50% of shift driving in service. Shift reporting and "hand-off" submissions
- **Vehicle & Warehouse Maintenance Manager:** Circuit regional technician licensed and certified. Weekly, monthly & quarterly vehicle maintenance schedule. Direct contact with vehicle manufacturers and systems. Additional responsibilities, response, and reporting requirements as specified in this CFP. As needed, other operational staff may be trained and certified to assist Maintenance Manager with maintenance responsibilities
- **Driver Ambassadors:** Full-time and part-time employees (Circuit hired, W2 employees). Living-wage pay and benefits. Follow Circuit operational policies and local rules for revenue service
- **Driver Staffing:** We first hire a base of full-time, set schedule drivers and then a base of part-time, set schedule drivers. We then hire a smaller group of fill-in drivers who do not have a set schedule but actively work each week to round out the schedule, either picking up any open shifts known in advance and/or fill in on call. We have a combination of longer shifts, allowing time for finishing rides, cleaning their vehicle, and checking out. We stagger and mix in shorter shifts throughout the day based on demand data learned over time to maximize efficiency. Circuit uses shift scheduling software to plan its staff schedules and make the process seamless for employees.

What We Look For In A Driver Ambassador

- Outgoing, Inviting, Friendly
- Local Resident and/or Local Knowledge
- Safe & Responsible
- Customer Service experience
- Team oriented
- Self-Motivated with a focus on development
- Dependability

Driver Requirements

- **Legal:** All Circuit drivers must be at least 21 years of age, have an active driver's license for at least 3 years, and must have a clean driving record with no accidents or tickets.
- **Insurance Clearance:** Background Check: All Circuit drivers must be cleared to drive by our insurance carrier through Motor Vehicle Record and/or Background Checks.



- **Personality:** Circuit employees are more than drivers. Everyone is an ambassador to both the Circuit brand as well as sponsor brands. We look for motivated, outgoing, excited and responsible employees to represent our brand.
- **Pre-Hire Driver Exam:** Potential hires lastly go through a physical driving exam accompanied by the Operations Manager. The Circuit Pre-Hire Driving Exam is submitted to the Regional GM for final approval.

B3.8 Customer Service Capabilities

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. We include customer relations as a part of our training program, which includes updates to policies related to safety and responding to rider concerns. We hire locally and prefer drivers that are familiar with the local community to act as an ambassador as well as a driver. 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 currently maintains a local Hollywood and South Florida workforce of managers, shift supervisors, and driver ambassadors in its operating locations, which are all trained in customer service. Circuit also has a regional manager in place, who manages operational functions such as permitting, maintenance, vehicle procurement, vehicle and driver insurance onboarding, hiring and training across multiple locations to maintain a consistent level of quality and operating efficiency. They are also integral to preparing for and launching new operational locations as well as coordinating new app feature launches. Our local operating and management staff are available during operating hours, which vary by location and are determined in cooperation with local partners.

Training for employees involved in customer service include on-the-job training using pre-existing SOPs and quick reference guides for template responses to a high majority of common questions. This covers training with guidance specific to phone, ride request app, and email inquiries as well as those that might take place in-person. These employees have direct supervisors to reach out to for approval on sensitive topics to ensure compliance. Training is a multistep process that begins with shadowing another employee, hands-on training with supervision, and continued ongoing training.

We have a multifaceted customer inquiry, and contact system, which our staff are trained to use and keep accurate logs. Operational staff are also involved in our local community outreach efforts, including representing the company at local community events. All staff are trained to respond to customer needs and handle any complaints in a timely and courteous manner.

Riders can submit feedback within the mobile application and through the website, email and by phone. Circuit's national corporate team monitors these as well as social media accounts and app store feedback/ratings. The national team will direct users to a local manager if and when needed. We also conduct regular rider surveys to analyze and improve our service offerings.

Our team continually works to make its technology and information about its services accessible broadly to the local communities it operates in. As mentioned in *Section B3.5 Technological Capabilities*, our mobile app is available in English and Spanish. We have bilingual drivers and can include hiring preferences



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

Historically Circuit has seen driver ratings of at least 4.8/5 stars in all of its markets, and locally has an average of 4.9 over the past two months. Many of our services have a majority senior (65+) ridership who use our services frequently for local trips and errands. Seniors have been strong advocates for our services. Our high ratings and strong local support are a direct result of the positive customer experience created by our drivers.

Circuit will continue to provide updates and reports on Customer Service to the City as needed.

B4. Driver's Qualifications

Hiring Process

Each Circuit location has a dedicated team of local managers, supervisors and driver ambassadors to ensure service performance and Company operational standards. Circuit builds successful, proud teams and focuses on development and retention. We would be able to leverage our existing Hollywood and operational experience and infrastructure to quickly and efficiently continue to staff Sun Shuttle as needed. As the City of Hollywood is familiar, Circuit's drivers are more than just drivers. They act as local ambassadors; representing the city, providing local knowledge and encouraging local business. All driver ambassadors will be provided with a company uniform and name tag.

All Circuit driver ambassadors must be at least 21 years of age, have an active driver's license for at least 3 years, and must have a clean driving record with no accidents or tickets. All Circuit driver ambassadors must be cleared to drive by our insurance carrier through Motor Vehicle Record and/or Background Checks. For this program, we would implement the required background check and provide any needed documentation to the City. As required, we will implement the required FDOT Drug & Alcohol testing. We have identified a Florida based company, Accredited Drug Testing where we would establish a company account for testing. Accredited Drug Testing uses Quest and LabCorp national collection site network.

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. **74% of existing Hollywood Sun Shuttle drivers are Hollywood residents.** As we have done in Hollywood and 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 as is needed by the service or to support any future expansions. Circuit currently has multilingual driver ambassadors in South Florida and is able to include bilingual/multilingual driver ambassadors as a local preference for hiring, if desired by the City.

Driver retention is a factor that the company is proud of- there are happy teams, and advancement opportunities in every market of service. Over the past 12 months we have seen a retention rate of 94% for the Hollywood Sun Shuttle 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.

As described in Section B3.7 Driver Capabilities, 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.

Circuit conducts regular management and staff performance reviews on a weekly, quarterly and annual basis. During these sessions, we encourage the staff to also share their evaluation of the program and ways to improve service. We hire locally - our staff are part of the community they are serving. Their input and expertise is valuable, and we encourage this feedback loop. Managers also conduct monthly ride-alongs with drivers, providing an additional touchpoint for evaluation, feedback, and training.

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 scheduling software to keep the team connected, manage shifts, and enable local management to efficiently manage the local team.

B4.2. Training

Driver Training Program

As the City of Hollywood is aware, Circuit 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. 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.

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. 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.

Our teams have consistently met requirements from transit authorities and police/sheriff's departments, in all of our markets, including Florida, 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.

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

Our training program specifically covers:

- Safe operation of an electric vehicle
- Efficient operation of an EV, maximizing battery efficiency
- Advanced cleaning procedures
- 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

Circuit also provides ongoing training / retraining and conducts performance evaluations. Our teams have consistently met requirements from transit authorities and police/sheriff's departments, including in Florida, California and New York, for vehicle inspections and driver training and testing. Along with the initial training program, monthly and quarterly management ride-alongs specifically focus on customer experience.

Additional staffing lead time is roughly two weeks for hiring and proper in-car and classroom training. Circuit currently has 75+ 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 Hollywood.

B4.2.1 Certifications

In addition to our vehicle maintenance certifications, our teams also hold certifications in WAV / ADA sensitivity training, as well as the National RTAP (National Rural Transit Assistance Program) Certification, which is part of the FTA's, "2 The Point" training and certifications around ADA and Sensitivity, Defensive Driving, Distracted Driving, Drugs and Alcohol, Passenger Safety. Additionally, We have staff that have completed PASS Training - Passenger Assistance, Safety and Sensitivity. We also have our vans inspected and permitted with Broward County as Vehicles for Hire.

B4.2.2 Drug Testing and Hiring Standard

Circuit recognizes the requirement to enroll the company staff in an FDOT approved drug testing program and have a supplier of such services available. Currently in Circuits Hollywood Sun Shuttle operation, drivers, due to the type of vehicles, are not required to obtain a CDL or to complete FDOT certification as the vehicles are all under 16 passengers. Accredited Drug Testing works with a local LabCorp facility at 3700 Washington St. in Hollywood. Circuit has obtained pricing and details to enroll the staff into the program, and is willing and capable to complete that requirement.



B5. Firm's Qualifications and Experience

Using teams of W2 Drivers, Fleets of 100% electric vehicles, and an on-demand app, Circuit has provided over 6M rides. As detailed in *Section B3*, Circuit is an experienced operator of Micro-Transit Services. Circuit will provide its turn-key micro-transit solution using a fleet of Ford EV vans and electric Polaris GEM e6 NEVs to meet the transportation, traffic reduction and sustainability objectives of the City of Hollywood. Circuit's services can be expanded quickly, to implement the expansion of the service as set forth by the RFP. Circuit's existing Hollywood, Florida Sun Shuttle service has proven to be cost efficient and effective in tackling the mobility challenges in the community.

B5.1 Experience Overview

B5.1.1 Experience Overview

As referenced in Section B3.1, Circuit has over 11 years of experience as an established national leader in the on-demand, first/last-mile transportation industry and an experienced operator of fleets of EVs and NEVs. Currently we operate 40+ services across nine states. We are experienced in operating under COVID 19 restrictions and guidelines to ensure the health and safety of our riders and staff. We have a fleet of over 190+ electric vehicles, a team of over 340 EV trained and W2 paid employees, and a local team of over 92 employees in Broward County and 164+ in South Florida. We're one of the few providers with experience operating numerous electric vehicles as part of the same fleet. For more information on our technology, operations and maintenance experience please reference section *B3. Vendor / Contractor Capabilities*.

Our corporate team has extensive experience in planning, designing, implementing, reporting, and maintaining NEV micro-transit programs and has operated programs similar in size and scope to this RFP, including fare-based systems. Our high customer satisfaction ratings and high demand are a testament to the superb customer service provided by our driver ambassadors and management.

Within the last five years, we have operated similar on-demand shuttle services using all-electric vehicles in Florida under contract with government entities in addition to the Hollywood Sun Shuttle, including nearby locations like Fort Lauderdale, Wilton Manors, Pompano Beach, West Palm Beach Downtown Development Authority, and Palm Beach County Convention Center. We additionally have a contract with Brightline to operate first/last mile on-demand services around stations in West Palm Beach, Boca Raton, Fort Lauderdale, Aventura and Miami. Circuit has operated services across the US, including in FL, CA, NY, TX, NJ, NC, MA, IL, and CO.

As the City of Hollywood is familiar, Circuit has been most successful in first / last mile gaps and providing an enjoyable and safe rider experience. Our service model encourages riders to avoid using single occupancy vehicles or private rideshare services that add congestion and pollution, as is aligned with the RFP's desire for a sustainable.



B5.1.2 Neighborhood Electric Vehicle Operations & Maintenance Experience

As mentioned above, Circuit is the largest operator of neighborhood electric vehicles and has a growing fleet of various electric vehicles available in South Florida. We have Standard Operating Procedures, maintenance schedules, and operational expertise specifically for these vehicle types and their use in on-demand micro-transit service. Our experienced maintenance team is certified with Polaris Industries (transitioning to WAEV Inc.). For more information on our experience operation and maintaining these vehicles please see *Section 3.6 Vehicle Capabilities*.

B5.1.3 Micro-Transit Operations Experience

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 continue to offer the highest level of service for the City of Hollywood.

Circuit, with its subsidiaries including Eco Cab LLC and South Florida Free Ride LLC, has operated on-demand micro-transit since 2011. Our on-demand services have included door to door and point to point services within a specified service territory. Circuit has experience operating these services for comparable cities and scopes of work focused on residents, guests, and commuters. Our on-demand service and mobile app make it easy to request a ride to local destinations, including shopping, restaurants, events, nightlife access and various appointments.

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

In our experience operating in South Florida, we know that extreme weather events such as hurricanes and flooding can be a seasonal occurrence. We have been able to manage flooding issues related to recent king tides and maintain appropriate levels of service. We have experience dealing with these issues and have an emergency plan in place. Circuit's technology allows our team to be agile in its approach to addressing any disruptions or changes to service levels.

Circuit's team has been recognized for its efforts as an innovative neighborhood electric vehicle solution. In December 2019, Fast Company highlighted Circuit as the **"Electric vehicle ride-share company that won the trust of cities without 'disrupting' them"**.⁴ The team has also been featured in The NY Times, Business Insider, Forbes, Fox News, ABC, NBC and a number of other publications.

Circuit has been the recipient of numerous awards like: Alonzo Award for Mobility in San Diego, Vendor of the Year Nominee - Palm Beach Convention Center, Clean Air NY Champions Award, Lamplighter Award for Best New Service in San Diego, Rulebreaker Award for Startups Changing their Industries, 2018 Gold Medal - Ad Club of New York, Outdoor Media Plan of the Year, Gator 100 Award (#20), and numerous others.

⁴ <https://www.fastcompany.com/90444895/how-this-electric-vehicle-ride-share-company-won-the-trust-of-cities-without-disrupting-them>



Circuit was accepted and completed the URBAN-X Accelerator⁵ program where it received an investment from BMW/Mini and access to international mobility experts. Circuit has also completed the Los Angeles Cleantech Incubator(LACI)⁶, Civstart⁷, Leading Cities⁸ and AWS Smart Cities Accelerators. The team recently closed a Series A capital raise, welcoming a strong group of new investors. Circuit's team has been asked to speak/participate at events like CoMotion Miami, LA CoMotion, Association for Commuter Transportation International Conference, Safe Streets Summit, Electrify Expo, LACI's Transportation Electrification Summit, SmartCities NY, 20-20 Cities, Civic Lab, and the UCLA Arrowhead Conference on Transportation.

B5.1.4 - Community Engagement Experience

Circuit's team has participated in local events such as Hollywood's Candy Cane Parade, St. Patrick's Day Parade, ArtWalk, Hollyweird, and in other service areas; Fort Lauderdale St Patrick's Day Parade (annual), Broward Complete Streets, Food Deliveries in Hollywood for Feeding South Florida, and Cleaning Up Clematis in West Palm Beach. We do regular familiarization tours with media and meeting planners in our City Programs. We also donated a vehicle towards the recovery efforts for first responders to use during the Champlain Towers relief efforts.

Along with events, Circuit stays actively engaged with our riders via the app, social media and publishes regular newsletters. Circuit has built a great base of over 10k local riders that we regularly send local newsletters to. This engagement has kept our ridership high and our riders informed of local events, happenings and businesses.



HollyWeird Branding



Partnering with Feeding South Florida to assist with Food Deliveries in Hollywood during Covid

⁵ <https://www.urban-x.com/>

⁶ <https://lincubator.org/second-cohort-of-market-access-program-provides-on-the-ground-mobility-solutions-for-communities-across-los-angeles/>


⁷ <https://www.civstart.org/>

⁸ <https://leadingcities.org/accelcity/63dbbb3a-23ad-4572-87cf-2377dfdf766e>



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

Building Community Through Connectivity



Hi there!

At Circuit, we believe in the power of community. Our goal is to bring convenient and accessible short-distance transportation to your doorstep. One of the ways we achieve this is by connecting surrounding neighborhoods to places of interest: downtown, the boardwalk, restaurants and local businesses. We work with and support our community by promoting businesses to residents and visitors alike, showcasing Hollywood as a destination of choice.

Show your Support for Circuit

Support a better future by signing our Letter of Support! Let's make a positive impact together by promoting sustainable transportation that benefits both the environment and our community. By choosing Circuit, you're not only making your daily commute easier, but you're also helping reduce emissions and create a greener world for everyone.

[Support Circuit Today!](#)

Let Circuit take you there!

- Sunday, February 26th: ["Mardi Gras" Downtown Hollywood](#). The block party will feature live music, food & beverages, and more!
- Sunday, March 12th: ["St. Patrick's Day Celebration"](#) in downtown Hollywood. Join Circuit at Hollywood's annual parade and festival.
- Saturday, April 1st, and Sunday, April 2nd: [SAVOR SoFLO](#) is coming to Hollywood Beach Boardwalk! Enjoy a fun-filled weekend surrounded by some of the best bites, drinks, and brews!

Sample Newsletter to Hollywood Riders, February 2023



As indicated in Section B1.2, Circuit regularly surveys its riders to learn more about the service and improve the quality of our offerings. Additionally, as indicated in Appendix 1.1, many of our riders are willing to add their names to a statement in support of our services

B5.2 Project Experience

B5.2.1 Past Project Experience- Hollywood Sun Shuttle

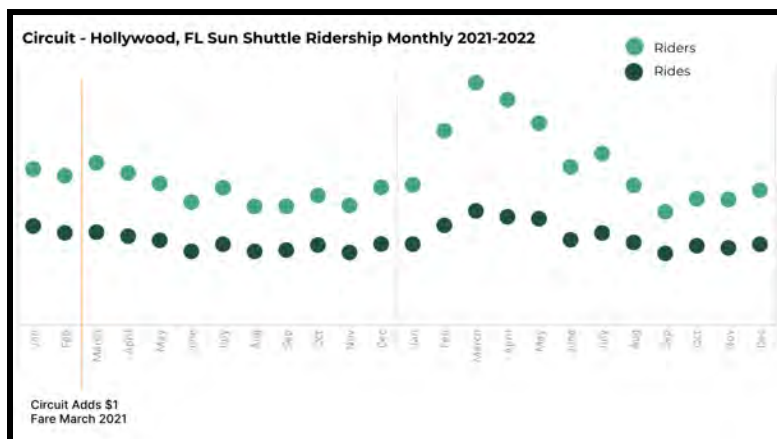
Sun Shuttle- Hollywood, FL

Type of Service: On-demand micro-transit services

Contract Term: April 2019 - Present

Nature of Services: On October 17, 2018 the Hollywood City Commission passed and adopted Resolution No. R-2018-335, authorizing the execution of an agreement with Free Ride, now known as Circuit Transit Inc. ("Circuit"), for circulator services to and from Downtown Hollywood, Hollywood Beach, and the City's parking garages for an initial one-year period with the option to renew for three additional one-year periods. The service commenced in May 2019 and has been renewed for each of the additional three one-year periods. 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. The coverage area includes Downtown Hollywood and Hollywood Beach and consistently experiences high demand. The City named the program "Sun Shuttle" which began as a self-branded service and has recently opened for third party advertising with a revenue share to the City. This program has exceeded the City's expectations, doubling ridership at an estimated 70% of the cost of the previous trolley system. This program has continued to operate during the pandemic as an essential transportation service.

Annual ridership has grown every year (including during peak Covid lockdowns in 2020). The service launched as free and at the April 2021 renewal we were asked to implement a \$1 per rider fare to control demand, and ridership held steady. At the April 2022 renewal we were asked to increase the fare to \$2 per person, ridership has remained strong.



Hollywood Sun Shuttle Ridership by Month Jan 2021 - Dec 2022



This program started as a fare-free service and recently introduced a nominal \$1 fare and \$1 price per additional passenger. We have seen no drop in ridership as a result of fare implementation and have actually seen an increase in ridership since, with shorter wait times and an increase in operational efficiency.

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

In response to the COVID-19 outbreak, Circuit 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 assembled boxes of donated food to be distributed and our drivers picked up the boxes and delivered them directly to the homes of the most vulnerable without access to transportation. The Hollywood drivers made 1,092 deliveries to at risk members of the community.

Nature & Type of Vehicles: all-electric Polaris GEM e6



Circuit vehicles in Hollywood FL with Sun Shuttle branding



Drivers in PPE, delivering grocery boxes during Covid

B5.2.2 Past Project- FRED

FRED- San Diego, CA

Type of Service: On-demand micro-transit services, fare-based program

Contract Term: 2016 - present

Nature of Services: In 2016, Civic San Diego and the Downtown San Diego Partnership selected Circuit to operate the Free Ride Everywhere Downtown (FRED) Circulator. The program has received national attention, community support, and extended funding. In its first year of operation, Circuit served over 140,000 riders, maintained wait times below 6.5 minutes, created over 35 new jobs, and saved 96.3 metric tons of CO2 emissions. Since then, Circuit has improved its technology on the vehicles, added a pooling algorithm to its app, used the data to enhance operations, and has saved 325 metric tons of CO2 emissions. Circuit provides over 25,000 rides per month and is on track to do over 280,000 rides per year. The City has funded the service with Circuit also selling third party advertising at a revenue share to the City to offset costs of operation. Circuit operates 15-20 vehicles in the market, depending on demand.



Nature & Type of Vehicles: all-electric Polaris GEM e6



Circuit's vehicle in San Diego CA

B5.2.3 Additional Past Project Experience

Please reference Appendix 3 and Appendix 4 for more evidence of Circuit's relevant project experience.

B5.3 References

West Palm Beach, FL

Project Manager: Teneka James

Phone Number: 516-833-8873

Email: tjames@downtownwpb.com

Brightline

Project Manager: Jean Carlos De Jesus

Phone Number: 786-561-1656

Huntington Beach, CA

Project Manager: Sean Crumby

Phone Number: 714-374-5348

Pompano Beach, FL

Project Manager: Jeff Lantz

Phone Number: 954-786-5580

Gardens Mall - Palm Beach, FL

Project Manager: Whitney Pettis

Phone Number: 561-622-2115

Additional experience



B5.4 Customer Testimonials (Confidential)

Gus Zambrino, Assistant City Manager, City of Hollywood FL

They are experienced and professional operators that are part of the community and provide a fun and convenient customer experience. Circuit's team has been a pleasure to work with and have been great at building local support.

Andria Wingett, Assistant Director of Development Services, City of Hollywood FL

Circuit Transit is always responsive and has adapted to Hollywood's changing needs; during the initial set-up, ongoing services and especially during the COVID pandemic.

Carolina Galleguillos, BS, CDP, Memorial Senior and Family Services, Hollywood FL

Thank you and Hollywood team members for making it possible for our vulnerable Seniors to remain safe and healthy in their homes. Our seniors so appreciate the fresh produce during this Pandemic.

Sandra King, City Spokesperson, City of Pompano Beach FL

You don't have to drive anywhere, you don't have to look for a place to park, you just jump on the circuit vehicle and go where you want to go.

Ashley Medeiros, Destination Services, Discover the Palm Beaches

The Circuit team is ALWAYS a great partner to work with. They are attentive, flexible, and hospitable!

Luiz Aragon, Commission of Development for the City of New Rochelle, NY

Circuit NR is a terrific community partner committed to providing safe, reliable and sustainable public transportation across New Rochelle's downtown corridor. As we continue to see increased real estate demand across New Rochelle and as our once-in-a-generation downtown redevelopment continues to move forward, we believe Circuit NR's electric on-demand shuttles can play a pivotal role in connecting our community to innovation, technology, arts, culture, schools, open space and our local businesses in an environmentally efficient way.

As we see increased real estate demand across New Rochelle, we believe Circuit NR's electric, on-demand shuttles can play a pivotal role in connecting our community to innovation... and our local businesses.

Misti Kerns, Santa Monica Travel & Tourism

They're electric, they're open air, and they're fun. As that started to pick up and we started to hear good comments about it, we thought it might be a good option for some of the hotels.

Their service has transformed our visitor and resident experience for short distance local travel. Their vehicles are always clean, new and fully stocked with our visitor guide, map and materials. Their drivers are always well informed on the destination, clean, uniformed, and friendly. I can't imagine partnering with another provider for our electric transport needs, so great for this beach environment.

Reese Jarrett, Civic San Diego

Civic is thrilled to have played a part over this past year, in reducing congestion and decreasing the carbon footprint within the downtown community.

Betsy Brennan, Downtown San Diego Partnership

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.

Mathew Sandford, Senior Director Economic Development, San Diego EDC



In a region as dynamic and diverse as ours, the ability to easily get around is essential to our economic health. Micro mobility options, like the FRED program in Downtown, provide one tool in the economic development toolkit by addressing the last mile dilemma. Businesses of all types and sizes benefit when workers have options for getting to work, and patrons have easy access to goods and services. In short, the FRED program makes Downtown more accessible and is a model that could also benefit other communities in the San Diego region.

Marisa Mangan, San Diego Association of Governments (SANDAG)

Circuit's neighborhood electric vehicle shuttles in downtown San Diego are a great example of how shared mobility services can provide efficient, convenient, and emission-free connections within a community. Services like Circuit directly support SANDAG's bold new transportation vision for the region which includes implementation of Mobility Hubs served by a wide variety of Flexible Fleets.

B6. ADA Compliance

B6.1 ADA Compliance Plan

Circuit has ADA compliant vehicles. In both the proposed operation plan, and any alternative option, Circuit proposes one (1) Ford E-Transit EV Van to be available on standby for ADA requests; this vehicle will be able to move between zones as needed. Additionally, Circuit would provide the City one (1) Polaris GEM e6 ADA vehicle available on standby for ADA requests at no cost as this vehicle is a part of the branded existing fleet. For more information about vehicle accessibility please *reference the B3.6 Vehicle Capabilities section above.*

Circuit will craft a service that is available for all users. Having done so already in other markets, Circuit will be able to provide a trusted option for passengers with disabilities. The drivers are trained to be accommodating to everyone looking for a ride. Riders with disabilities have the option to request an ADA vehicle with a loading ramp. This request can be made through the ADA accessible app or by flagging down drivers. More information can be found in *Section 2.1.*





B7. Maintenance / Recovery Plan

As stated in our Vehicle Maintenance section in *Section B3.7.1*, our in-house mobile service maintenance technicians are able to quickly respond to needs, and also adapt vehicles for the market. Vehicles are regularly maintained using rigorous checklists created in conjunction with the vehicle manufacturer. Typically, vehicles are inspected every 4,000-5,000 miles and the condition of filters, brakes, etc. are tracked and replaced accordingly. Additionally, data is shared about the cars' performance in order to forecast future maintenance needs. As it does with ridership, Circuit takes a proactive approach to planning future needs.

For more information on our vehicle maintenance processes please refer to *Section B3.7.1 Vehicle Maintenance*.

Access to Additional Vehicles

Given our nearby operations, specifically in Fort Lauderdale, Pompano Beach, Wilton Manors and South Florida in general, we are readily able to supply additional 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 52 vehicles within Broward County, and 79 within South Florida 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 (WAEV Vehicles), Ford eTransit EV Vans, Tesla and similar EV Sedans, we have built our systems for the electric vehicle types to be interchangeable.

B7.1 Commitment to Avoid Service and Operation Disruptions

Circuit has almost 4 years of experience operating a micro-transit service with up to 13 vehicles. We have and would remain committed to keeping the service operational through challenges that can occur. We have a robust preventative maintenance plan and certified maintenance technicians on staff to respond



quickly (typically can be on site in under 1 hour) to diagnose and most times make any repairs or replace components on-site. In any event that a car needs a longer repair we have a large fleet in the area to send a replacement vehicle typically within 1-2 hours.

Circuit is prepared to fulfill this requirement and is committed to avoiding service and operation disruptions. More details are provided about emergency management, risk mitigation, vehicle maintenance, customer service and operating procedures in *Sections B3, B3.7, B4 and B5 B8, B.8.1 and B.8.2.*

B7.2 Scenario Response

"The Contractor must also provide a response to this scenario: A vehicle breaks down in the middle of the afternoon (weekday) and the current outside temperature is 95 degrees Fahrenheit. The vehicle has a mixture of passengers: elderly, middle aged, children, and infants. Explain the Contractor's course of action that would be taken."

Circuit has extensive experience operating a high volume of shuttles moving tens of thousands of people every month. We are also contracted by Brightline Trains and have a response team for any disruption to train service where we dispatch EV Vans to move train passengers between stations if the tracks are temporarily closed.

In the event of a vehicle breakdown, first and foremost we ensure that all passengers and staff are safe and clear from vehicular traffic. If an emergency response is needed we would call 911. We would direct all passengers to a safe area out of the heat, direct sun or inclement weather to wait for another vehicle to arrive. The driver of the disabled vehicle would then communicate with their supervisor to dispatch another vehicle to pick up the passengers. Direct communication via phone, text or a company slack channel ensures a quick response. For a disabled vehicle we have technicians nearby to diagnose and often repair on site, otherwise for larger repairs we have an account with both a local tow company and AAA if a vehicle needs to be transported on a flatbed trailer.

Circuit is prepared to handle service disruptions and emergencies and has detailed its emergency management, risk mitigation and operating *procedures in Sections B8, B.81 and B.82.*

B8. Risk Mitigation

B8.1 Emergency Management Plan

The Emergency Action Plan is designed to provide Circuit with a management tool to facilitate a timely, effective, efficient, and coordinated emergency response to significant events affecting our locations and our employees.

Emergency management consists of four continuous stages:

Mitigation

This stage includes activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include analysis of hazard related data to determine where it is



safe to relocate temporary facilities.

Preparedness

Preparedness is a continuous process. Preparedness involves efforts at all levels to identify threats, determine vulnerabilities, educate and train the employees and identify required resources. Preparedness is focused on establishing guidelines, plans, procedures, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Response

Response includes activities that address the short-term and direct effects of an incident. It includes immediate actions to save lives, protect property and the environment, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; and continuing investigations into the nature and source of the threat.

Recovery

Recovery incorporates the development, coordination, and execution of service- and site-restoration plans; the reconstitution of operations and services; treatment of affected persons; additional measures for environmental and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

B8.2 Risk Mitigation Plans

Risks	Risk Level: H, M L	Offerors Mitigation Plan
Safety of Riders	H	<p>Rider safety is the most important thing at the Circuit. Circuit realizes that many factors go into this including drivers, cars and operations.</p> <p>All of Circuit's drivers go through both criminal and driving record background checks. This is required by the company's insurance provider. Beyond the background checks, each driver is vetted by management before being hired. Upon starting, the driver fills out and signs safety forms, goes through a training process and is further evaluated while driving and not. Additionally, management regularly monitors feedback from riders via app ratings, email feedback, etc. The drivers are also instructed on what to do and who to contact during any potential emergencies.</p> <p>Circuit also maintains the cars using the best practices established over the company's 11+ year history of clean safety. The cars are</p>



		<p>inspected daily, preventative maintenance is performed to make sure everything is up to the company's standards. Additionally, older cars are rotated out once they've reached a certain mileage or fall below the company's high standards. Additionally, the GEM cars 25 MPH maximum speed, along with calming traffic, also does a great job to reduce the risk of a serious accident.</p> <p>Operations is the foundation of safety. Starting with the training, drivers learn how to operate the cars, safely pick up passengers - or get help for unruly patrons that should not ride, make sure all passengers are using their seatbelts, and more. Also, the drivers are instructed when to halt service. In the event of bad weather or other factors that may lead to unsafe conditions, we halt the service. Management is also able to monitor driver behavior and locate driver whereabouts using Samsara bi-directional dash cameras and our proprietary backend dashboard. Additionally, each driver is equipped with a company phone, fire extinguishers, first aid kits, and other necessary equipment.</p>
Safety and Security of personal belongings of riders and drivers	H	<p>While the drivers do not handle the personal belongings of the passengers, every driver is encouraged to look around the car to make sure no one has left anything behind. In the event that something is left behind, the driver (if the passenger used the app) is able to call the last rider. If the rider does not respond then management is alerted via our internal messaging platform, Slack and belongings are held until someone claims them. If the app is included, passenger history is available to management to contact passengers as needed.</p> <p>Management has set up areas in all of its locations where drivers can safely store belongings, keys, phones, etc.</p>
Heat, Rain, Flooding, weather challenges	M	<p>Weather can be a common concern in South Florida and Circuit has extensive experience with these issues in Hollywood and across South Florida.</p> <p>Management and drivers are in close contact and will halt services in the event that inclement weather leads to unsafe driving conditions. Safety is always a top priority.</p> <p>In the event of severe weather, Circuit takes the cars off of the road and stores them in indoor parking garages. Should space not be available, the back panels, rooftops and any extensions are removed from the cars to secure the vehicles.</p>



		During King tides, flooded areas are avoided. Drivers can contact riders requesting in those areas to notify them that the area is not passable. Circuit can quickly add important alerts to our app so when you open the Hollywood location a timely message pops up prior to requesting a ride.
Maintaining a reliable, consistent schedule of service	H	Circuit uses its experience, data and marketing knowledge to stay ahead of factors that might impact the schedule of service. Understanding traffic patterns, bridget and toll timing and demand levels allows the management team to deploy the appropriate number of vehicles at any time. Additionally, contingency plans are in place and replacement vehicles are available in nearby Fort Lauderdale, should one of the shuttles be inoperable. Also additional drivers are available on call and in Fort Lauderdale should one of the drivers call out sick. Circuit always keeps backup drivers and backup cars available in order to maintain a consistent schedule of service.
Maintaining qualified drivers	H	Circuit uses qualified, 21+ , W2, paid hourly employees and vets them heavily before hiring. This, and maintaining a comfortable workplace is the key to retention. Driver retention is a factor that the company is proud of. There are happy teams in every market of service and retention rates remain high in Hollywood at ~94%! Additionally, Circuit uses Homebase - a scheduling software - to keep the team connected, manage shifts, etc. Lastly, if using the app, all of the drivers receive feedback from passengers allowing management to adjust and improve accordingly.
Keeping vehicles operational	H	The key to keeping vehicles operational is regular service, proper charging/storage conditions and staying ahead of problems. With a fleet of 100+ vehicles, Circuit has developed many systems to keep the vehicles operational. Additionally, Circuit has developed a close relationship with the vehicle manufacturer that lead to national fleet pricing, extended warranties and priority maintenance.
Vandalism or theft of vehicles	M	Unfortunately, Circuit has dealt with vandalism in the past. Theft and vandalism are always concerns but the team does everything it can to prevent such instances - locking cars, storage facilities, cameras, routine spot-checks and more. In the event vandalism or theft takes place, Circuit will use its data and schedule to determine the exact time and place and who was working or was the last to work. From there, all incidents will be reported to local law enforcement and the company's insurance providers.
Vehicular accidents with	H	Fortunately, Circuit has a very strong safety record with few incidents to report. In the event that something happens with other




automobiles, cyclists, pedestrians while on route		automobiles, cyclists or pedestrians, the first move is always to see if anyone needs medical attention. If so, medical help will be sought immediately. The drivers are also equipped with fire extinguishers, first-aid kits, etc. From there, local law enforcement will be called to the scene. After such events, Circuit’s management will contact insurance providers and all parties involved in the incident. Circuit can also use data from the app to determine when the accident took place and how to mitigate future issues.
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B9. Local Vendor Preference

As detailed in numerous sections above, Circuit, since launching the Sun Shuttle in 2019, has continued to maintain a local office, multiple facilities for parking and charging the fleet work with local businesses, and has built an amazing local staff, consisting of 74% who are proud to call Hollywood home. We work with, provide service to, and promote many local Hollywood based businesses.



B9.1 Local Hollywood Presence



MEMBERSHIP SUMMARY

MEMBER NAME: Camille Santiago **COMPANY NAME:** CIRCUIT

TYPE OF WORKSPACE: SEAT

OF SEATS: 1

PRIMARY LOCATION: ☐ Midtown ☐ South Beach ☐ MiMo ☐ Coconut Grove ☒ Hollywood

START DATE: July 10, 2019 **INITIAL TERM:** month to month

CONTACT DETAILS: •Phone 561-339-6115 •Email Camille.santiago@ridecircuit.com

BÜRO MEMBERSHIP FEES:


Monthly Recurring Fees:


- Workspace: \$249
- Mail: -
- Sales Tax @ 6.7% \$16.68
- **Total Monthly Fees:** \$265.68

July fees prorated to \$179.98

Service Fees:

- Conference Room: \$30/hr
- Included Hrs/ Month: 2
- B&W Print/ Page: \$0.10
- Color Print/ Page: \$0.40
- Scan/ Page : \$0.20

COMPANY SIGNATURE: 

MEMBER SIGNATURE: 

Büro Miami

Midtown - South Beach - MiMo - Coconut Grove - South Miami - Hollywood

www.buromiami.com

Lease for office space in Downtown Hollywood since July 2019



**CITY OF HOLLYWOOD
TREASURY SERVICES DIVISION
LOCAL BUSINESS TAX**

**CIRCUIT TRANSIT INC.
777 S. FLAGLER DRIVE
SUITE 800W
WEST PALM, FL 33401**

Please contact us with any changes or corrections to your information.

CUSTOMER SERVICE: Should you have any questions regarding Local Business Tax or need to update / correct any information related to your Business Tax Account, please contact us by phone at 954-921-3225, by email at businesstax@hollywoodfl.org or in person at City Hall, Room 103, 2600 Hollywood Blvd. Please send all written correspondence to: City of Hollywood, Treasury Services Division, Attn: Business Tax, Room 103, PO Box 229045, Hollywood, FL 33022-9045.

PURSUANT TO STATE LAW, LOCAL BUSINESS TAX IS LEVIED FOR THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION.

THIS IS NOT A BILL. DO NOT PAY.

BELOW IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST THIS LOCAL BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



2022/2023 LOCAL BUSINESS TAX RECEIPT

Business Name: **CIRCUIT TRANSIT INC.**
DBA:
Business Location: **1740 POLK ST**
Business Category: **TRANSPORTATION**
Classification: **Courtesy Auto/Limo/Taxi**
Tax Basis: **11 - 40 VEHICLES/VESSELS**

Account Registration #: **B9075385-2023**
Expiration Date: **9/30/2023**
Tax Rate: **\$510.00**

Current City of Hollywood Business Tax Receipt



Circuit has for years and continues to work with multiple local Hollywood vendors including:

- Circ Residences - 1776 Polk Street
- Costa Hollywood Beach Resort - 777 N. Ocean Dr.
- Golden Touch Auto Spa – 1625 S Federal Hwy
- RAV Communications – 1518 Garfield Street
- World Tire Inc. - 1215 N Federal Hwy

B10. Pricing

Circuit offers a turnkey service with all-in pricing, which includes vehicles, staffing, insurance, technology, management, maintenance, data reports, marketing and grant writing support. Circuit understands the City's desire to offer a low-fare service to residents, visitors, and commuters in Hollywood as defined by the RFP in reference to the three MTZ zone areas. As desired, we are proposing that the service continue to have a \$2 per-trip rider fare.

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 an hourly rate of \$30/hr for GEM cars and \$40/hr for EV Vans would apply for event services. Circuit is often willing to donate its services for local causes and City needs.

Please note that pricing options are all flexible and Circuit hopes to work with the City to explore these options and/or a combination of these options to craft a solution that benefits the needs of the community. Pricing can be reduced via fare and advertising revenue generation and/or by adjusting service hours, types of vehicles and quantities of vehicles deployed during certain months of the year.

B10.1 Fixed Pricing Rate Proposed Option

As Detailed in Section B1.2, our proposed operating plan was structured using the details from the RFP. This option is broken into 3 different MTZ zones and is designed to operate 8 hours per day, 7 days per week, for a total of 56 weekly Hours. ***Our pricing is broken out in the Bid Form Format, provided with the RFP in Section C2 below and attached.***

It's important to note that Circuit's pricing is all-inclusive and structured as a turn-key operator. Our pricing includes setup, on demand rider and driver apps, monthly data reports, vehicles (Electric Vans and GEM cars), maintenance, management, drivers, training, parking and charging.

The pricing for our proposed option is available in BID Form Pricing, using the structure preferred by the City. This pricing is broken out by zone and





includes a discount for guaranteed advertising revenues. Circuit understands that the City would like to split advertising revenues as 50% of net revenues. Circuit is willing to guarantee the bulk of these revenues upfront and then will discount future months if 50% of the net advertising revenue is greater than the guaranteed portion. Knowing we have local businesses as sponsors and more that are willing to sponsor we're confident that demand from advertisers will continue to grow.

Base year pricing details showing full costs, discount from guaranteed ads, Monthly Fixed Cost, and the expected fares to be returned to the City via the fare program. **With all of these options Circuit is willing to provide an additional GEM NEV ADA vehicle to be available on standby for additional ADA requests, at no additional cost to the City.**

Please Note: The view below is only to provide more information. The Monthly Fixed Costs for our proposed option (56 hours/week, 3 zones) is available in Bid Form Pricing, Section C2 below and attached to the response.

MTZ-1 (Hollywood Beach Zone)	
Total Number of NEV Cars	1
Total Number of EV Vans	1
Total Vehicles	2
Weekly Hours of Operation	56
Total Cost/Month	\$19,986.40
Discount for Monthly Advertising Guarantee	-1400
Monthly Fixed Cost MTZ 1	\$18,586.40
Expected Fares Returned to City	-\$3,049.17
Expected Monthly Net Cost MTZ 1	\$15,537.23

MTZ-2 (Historic Downtown Zone)	
Total Number of NEV Cars 1 NEV + 1 Standby ADA NEV at no charge	2
Total Number of EV Vans	1
Total Vehicles	2
Weekly Hours of Operation	56
Total Cost/Month	\$18,031.28
Discount for Monthly Advertising Guarantee	-1400
Monthly Fixed Cost MTZ 2	\$16,631.28
Expected Fares Returned to City	-\$3,049.17
Expected Monthly Net Cost MTZ 1	\$13,582.12



MTZ-3 (Hillcrest/Washington Park)	
Total Number of NEV Cars	0
Total Number of EV Vans	2
Total Vehicles	2
Weekly Hours of Operation	56
Total Cost/Month	\$23,598.40
Discount for Monthly Advertising Guarantee	-1400
Monthly Fixed Cost MTZ 3	\$22,198.40
Expected Fares Returned to City	-\$3,049.17
Expected Monthly Net Cost MTZ 1	\$19,149.23

Circuit's pricing will adjust with the hours needed and as more hours are added, the service becomes more cost effective. If the City would like to add additional hours for events, even pricing will be \$30 per hour for GEM Vehicles and \$40 per hour for Van Vehicles. *Please reference Form 2 for Pricing.*

B10.2 Circuit Alternative Pricing Options - Hollywood RFP 2023

Alternative Pricing Options are Detailed below and also available in *Circuit Alternative Pricing Options Attachment* and these options are further explained in *Section B.1.2.2 above*.

Alternate Option A	
Hours Per Week	79
Total NEV Cars (3 Zones) 4 NEV + 1 Standby ADA NEV at no charge	3
Total EV Vans (3 Zones)	4
TOTAL VEHICLES	7
Total Monthly Costs (3 Zones)	\$76,011
Monthly Discount for Ad Guarantee (pre total sales)	-\$4,620
Monthly Fixed Rate (3 Zones)	\$71,391
Annual Fixed Rate (3 Zones)	\$856,695
Monthly Expected Fares Returned	-\$12,921
Expected Monthly Total Cost to City (3 Zones)	\$58,470
Expected Annual Rate (3 Zones)	\$701,643



Alternate Option A is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP, by approx 41%, while only increasing costs by approx 22%.

Alternate Option B	
Hours Per Week	79
Total NEV Cars (3 Zones) 4 NEV + 1 Standby ADA NEV at no charge	5
Total NEV Cars (3 Zones) Low Season	2
Total EV Vans (3 Zones) Peak Season	4
Total EV Vans (3 Zones) Low Season	4
TOTAL VEHICLES (Peak Season)	9
Total Monthly Costs (3 Zones) Peak Season	\$96,475
Total Monthly Costs (3 Zones) Low Season	\$76,011.27
Annualized Monthly Cost	\$86,243
Monthly Discount for Ad Guarantee	-\$5,390
Monthly Fixed Rate (3 Zones)	\$80,853
Annual Fixed Rate (3 Zones)	\$970,236
Monthly Expected Fares Returned	-\$15,075
Expected Monthly Total Cost to City (3 Zones)	\$65,779
Expected Annual Rate (3 Zones)	\$789,342

Alternate Option B is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP. With this option, Circuit will add additional GEM Vehicles to the Hollywood market for the 6 busier months of the year and then will remove the cars from the market during the other 6 months. Circuit will cover the costs for adding and removing the vehicles and will cover the carrying costs of the vehicles not in service, at no expense to the City. Based on the current volume of riders, Circuit feels it's necessary to add additional vehicles to the market.

Alternate Option C	
Hours Per Week	79
Total NEV Cars (3 Zones) Peak Season 4 NEV + 1 Standby ADA NEV at no charge	5
Total NEV Cars (3 Zones) Low Season	2
Total EV Vans (3 Zones) Peak Season	4



Total EV Vans (3 Zones) Low Season	4
TOTAL VEHICLES (Peak Season)	9
Total Monthly Costs (3 Zones) Peak Season	\$96,475
Total Monthly Costs (3 Zones) Low Season	\$76,011.27
Annualized Monthly Cost	\$86,243
Monthly Discount for Ad Guarantee	-\$5,390
Monthly Fixed Rate (3 Zones)	\$80,853
Annual Fixed Rate (3 Zones)	\$970,236
Monthly Expected Fares Returned	-\$22,612
Expected Monthly Total Cost to City (3 Zones)	\$58,241
Expected Annual Rate (3 Zones)	\$698,895

Alternate Option C is based on the existing hours of service. This option increases the total hours of service, compared to the proposed option and hours identified in the RFP. With this option, Circuit will add additional GEM Vehicles to the Hollywood market for the 6 busier months of the year and then will remove the cars from the market during the other 6 months. Circuit will cover the costs for adding and removing the vehicles and will cover the carrying costs of the vehicles not in service, at no expense to the City. Based on the current volume of riders, Circuit feels it's necessary to add additional vehicles to the market. Furthermore, Circuit will set up a new pricing model that will adjust rider pricing by zones. For example, a ride from Zone 3 to Zone 1 might be \$4, but a ride within Zone 2 might be \$2. This dynamic pricing model will also be structured to incentivize larger groups and increase efficiencies.

B10.3 Unbanked Riders

If selected for the contract Circuit looks forward to working with the City to create solutions to address unbanked riders and Circuit has various options available for the City to do so.

1. Circuit accepts street hails and does not charge riders for flagging the service down.
2. Circuit's app accepts prepaid cards, so a user can purchase a prepaid card using cash and use this prepaid card to credit the account.
3. Circuit can work with local businesses or government offices to "sell" promotional codes to riders to pre-load their account with funds for rides. This is also a feature that Circuit can offer businesses to be able to pre-pay for blocks of rides for their employees.
4. Circuit can work with the City to create a dial-in dispatcher system if needed.



C. Completed Forms and Certifications

C1. This Submittal Checklist Confirmation

1. Submittal Checklist Confirmation

- ☒ 1. Forms and Certifications (Completed)
- ☒ 2. This Submittal Checklist Confirmation
- ☒ 3. Bid Form (Pricing)
- ☒ 4. Vendor Reference Form*
- ☒ 5. Hold Harmless and Indemnity Clause
- ☒ 6. Non-Collusion Statement
- ☒ 7. Sworn Statement...Public Entity Crimes
- ☒ 8. Certifications Regarding Debarment
- ☒ 9. Drug-Free Workplace Program
- ☒ 10. Solicitation, Giving, and Acceptance
- ☒ 11. W-9 (Request for Taxpayer Identification)
- ☒ 12. Certificate(s) of insurance that meet the requirements of the #SPECIAL TERMS AND CONDITIONS section.
- ☒ 13. Proof of State of Florida Sunbiz Registration
- ☒ 13. Acknowledgement and Signature Questionnaire

☒ All 13 items are included in Circuit's response

Confirmed by:

Name: Jason Bagley

Title: Partner

Company: Circuit Transit, Inc.

Signature: 

*Response required



C2. Bid Form (Pricing) - CONFIDENTIAL

Bid Form Exhibit C is also available as an attachment

EXHIBIT C

CITY WIDE MICRO-TRANSIT SERVICES

PRICING SHEET

NOTE: Creative/optional pricing is encouraged and welcomed by the City and can be submitted for consideration in addition to the pricing below.

The hourly rate for special events should NOT be included in the totals below.

Base Year:

Micro-Transit Zones	Monthly Fixed Rate	Total 12 Months	Number of Vehicles
MTZ-1 Hollywood Beach Zone	\$18,586	\$223,036	2 Vehicles (1 NEV, 1 EV Van)
MTZ-2 Historic Downtown Zone	\$16,631	\$199,575	3 Vehicles (1 EV Van + 1 NEV + 1 Standby ADA NEV at no Charge)
MTZ-3 Hillcrest/Washington Park	\$22,198	\$266,380	2 Vehicles (2 EV Vans)
Micro-Transit Service: Special Events	\$30 for NEV \$40 for Van (Per Hour)	N/A	
TOTAL BASE YEAR:	\$57,416	\$688,993	7 Vehicles

Notes:

- Monthly Fixed Rate includes a built in discount for guaranteed advertising revenues, as described in Circuit's response.
- Circuit will include an additional GEM NEV ADA Vehicle into the fleet, on standby to handle additional ADA requests, at no additional cost to the City.
- Monthly Fixed Rate Does not include expected farebox recovery. Based on Circuit's estimates, the monthly net costs to the City, after farebox recovery would be: \$15,537 for MTZ-1, \$13,582 for MTZ-2, and \$19,149 for MTZ-3. Expected annual net total of: \$579,223

Option Year 1:



Micro-Transit Zones	Monthly Fixed Rate	Total 12 Months	Number of Vehicles
MTZ-1 Hollywood Beach Zone	\$18,586	\$223,036	2 Vehicles (1 NEV, 1 EV Van)
MTZ-2 Historic Downtown Zone	\$16,631	\$199,575	3 Vehicles (1 EV Van + 1 NEV + 1 Standby ADA NEV at no Charge)
MTZ-3 Hillcrest/Washington Park	\$22,198	\$266,380	2 Vehicles (2 EV Vans)
Micro-Transit Service: Special Events	\$30 for NEV \$40 for Van (Per Hour)	N/A	
TOTAL OPTION YEAR 1:	\$57,416	\$688,993	7 Vehicles

Notes:

- Monthly Fixed Rate includes a built in discount for guaranteed advertising revenues, as described in Circuit's response.
- Circuit will include an additional GEM NEV ADA Vehicle into the fleet, on standby to handle additional ADA requests, at no additional cost to the City.
- Monthly Fixed Rate Does not include expected farebox recovery. Based on Circuit's estimates, the monthly net costs to the City, after farebox recovery would be: \$15,537 for MTZ-1, \$13,582 for MTZ-2, and \$19,149 for MTZ-3. Expected annual net total of: \$579,223

Option Year 2:

Micro-Transit Zones	Monthly Fixed Rate	Total 12 Months	Number of Vehicles
MTZ-1 Hollywood Beach Zone	\$19,051	\$228,612	2 Vehicles (1 NEV, 1 EV Van)
MTZ-2 Historic Downtown Zone	\$17,047	\$204,565	3 Vehicles (1 EV Van + 1 NEV + 1 Standby ADA NEV at no Charge)
MTZ-3 Hillcrest/Washington Park	\$22,753	\$273,040	2 Vehicles (2 EV Vans)
Micro-Transit Service: Special Events	\$30 for NEV \$40 for Van (Per Hour)	N/A	
TOTAL OPTION YEAR 2:	\$58,851	\$706,217	7 Vehicles



Notes:

- Monthly Fixed Rate includes a built in discount for guaranteed advertising revenues, as described in Circuit's response.
- Circuit will include an additional GEM NEV ADA Vehicle into the fleet, on standby to handle additional ADA requests, at no additional cost to the City.
- Monthly Fixed Rate Does not include expected farebox recovery. Based on Circuit's estimates, the monthly net costs to the City, after farebox recovery for Year 2 would be: \$15,925 for MTZ-1, \$13,921 for MTZ-2, and \$19,627 for MTZ-3. Expected annual net total of: \$593,703

Option Year 3:

Micro-Transit Zones	Monthly Fixed Rate	Total 12 Months	Number of Vehicles
MTZ-1 Hollywood Beach Zone	\$19,527	\$234,328	2 Vehicles (1 NEV, 1 EV Van)
MTZ-2 Historic Downtown Zone	\$17,473	\$209,678	3 Vehicles (1 EV Van + 1 NEV + 1 Standby ADA NEV at no Charge)
MTZ-3 Hillcrest/Washington Park	\$23,322	\$279,866	2 Vehicles (2 EV Vans)
Micro-Transit Service: Special Events	\$30 for NEV \$40 for Van (Per Hour)	N/A	
TOTAL OPTION YEAR 3:	\$60,322	\$723,873	7 Vehicles

Notes:

- Monthly Fixed Rate includes a built in discount for guaranteed advertising revenues, as described in Circuit's response.
- Circuit will include an additional GEM NEV ADA Vehicle into the fleet, on standby to handle additional ADA requests, at no additional cost to the City.
- Monthly Fixed Rate Does not include expected farebox recovery. Based on Circuit's estimates, the monthly net costs to the City, after farebox recovery would be: \$16,323 for MTZ-1, \$14,269 for MTZ-2, and \$20,118 for MTZ-3. Expected annual net total of: \$608,546



C3. Vendor Reference Forms

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: RFP-045-23-SK
 Reference for: Circuit Transit, Inc.

Organization/Firm Name providing reference: CITY OF FORT LAUDERDALE
 Organization/Firm Contact Name: Miles MATSTROVIC Title: _____
 Email: MMATSTROVIC@FORTLAUDERDALE.GOV Phone: 954-828-5216
 Name of Referenced Project: ONGOING Contract No: _____
 Date Services were provided: _____ Project Amount: _____
 Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/
 Would you use the Vendor again? ☒ Yes ☐ Subconsultant
☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
ON-DEMAND AND FIXED ROUTE SERVICE

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****				
Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>
Verified by:	Name:		Title:	
	Department:		Date:	



VENDOR REFERENCE FORM

City of Hollywood Solicitation #: RFP-045-23-SK
 Reference for: Circuit Transit, Inc.

Organization/Firm Name providing reference: West Palm Beach Downtown Development Authority
 Organization/Firm Contact Name: Teneka James Title: Associate Executive Director
 Email: Tjames@downtownWPB.com Phone: 561-833-8873
 Name of Referenced Project: Circuit Downtown West Palm Beach Contract No: _____
 Date Services were provided: October 2020 - Present Project Amount: Approx. \$350,000/ year
 Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/
 Subconsultant
 Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
On-Demand, Electric Mobility/Shuttle Services for Downtown West Palm Beach

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):
Corporate staff professionalism is Excellent. Some newer drivers don't know the area as well as some of the earlier drivers.

****THIS SECTION FOR CITY USE ONLY****					
Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail: <input type="checkbox"/>
Verified by:	Name:				Title:
	Department:				Date:



VENDOR REFERENCE FORM

City of Hollywood Solicitation #: RFP-045-23-SK
 Reference for: Circuit Transit, Inc.

Organization/Firm Name providing reference: City of Pompano Beach
 Organization/Firm Contact Name: Jeff Lantz Title: Packing Manager
 Email: Jeff.Lantz@COPBFL.com Phone: 954-786-5580
 Name of Referenced Project: RFP P-29-20 Contract No: 2021-44
 Date Services were provided: April 2021 - Present Project Amount: \$750,688

Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant
 Would you use the Vendor again? ☒ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Micro Transit Service - NEV'S Service Beach Area To Address Last Mile For Guests And Residents

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Staff turnover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Timeliness/Cost Control of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****

Verified via:	Email:	<input type="checkbox"/>	Verbal:	<input type="checkbox"/>	Mail:	<input type="checkbox"/>
Verified by:	Name:		Title:			
	Department:		Date:			

City of Hollywood Solicitation #: **RFP-045-23-SK**
Reference for: **Circuit Transit, Inc.**

Description of services provided by Vendor (provide additional sheet if necessary): Last mile electric shuttles services to and from our stations

Additional Comments (provide additional sheet if necessary):
Circuit's reliable service has allowed us to provide a great product to our guests. They are flexible and easy to work with on long term projects with evolving objectives.

City of Hollywood RFP-045-23-SK for Citywide micro-transit Services
Page 78 of 123



C4. Hold Harmless and Indemnity Clause

4. Hold Harmless and Indemnity Clause *

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

☒ Please confirm

Confirmed by:

Name: Jason Bagley

Title: Partner

Company: Circuit Transit, Inc.

Signature: 

*Response required



C5. Non-Collusion Statement

5. Non-Collusion Statement

I, being first duly sworn, depose that:

- A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.
- B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- C. Such Proposal is genuine and is not a collusion or sham Proposal;
- D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☒ Please confirm

Confirmed by:

Name: Jason Bagley

Title: Partner

Company: Circuit Transit, Inc.

Signature: 

*Response required



C6. Sworn Statement...Public Entity Crimes

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by JASON BAGLEY, PARTNER for CIRCUIT TRANSIT, INC.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 777 S. FLAGLER DR. #800W WEST PALM BEACH, FL 33401
and if applicable its Federal Employer Identification Number (FEIN) is 82-4586300. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact



business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn to and subscribed before me this 8 day of March, 2023

Personally known ☒

Or produced identification _____ Notary Public-State of Florida

(Type of identification) _____ my commission expires 12/11/2025
Miriam Sandau-Brooks
(Printed, typed or stamped commissioned name of notary public)





C7. Certifications Regarding Debarment

7. Certifications Regarding Debarment, Suspension and Other Responsibility Matters

The applicant certifies that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.


☒ Please confirm

Confirmed by:

Name: Jason Bagley

Title: Partner

Company: Circuit Transit, Inc

Signature: 

*Response required



C8. Drug-Free Workplace Program

8. Drug-Free Workplace Program

- A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

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

☒ Please confirm

Confirmed by:

Circuit confirms that it maintains a drug free workplace. Our team did not sign this document as one or more of the details set forth in this form may be slightly different than the policies that we have in place. Circuit is happy to discuss these policies with the City and as stated above we are comfortable enacting the FDOT policies as needed, if selected for this contract.



C9. Solicitation, Giving, and Acceptance

9. Solicitation, Giving, and Acceptance of Gifts Policy

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use;
- Tangible or intangible personal property, or its use;
- A preferential rate or terms on a debt, loan, goods, or services;
- Forgiveness of indebtedness;
- Transportation, lodging, or parking;
- Food or beverage;
- Membership dues;
- Entrance fees, admission fees, or tickets to events, performances, or facilities;
- Plants, flowers or floral arrangements;
- Services provided by persons pursuant to a professional license or certificate;
- Other personal services for which a fee is normally charged by the person providing the services;
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

☒ Please confirm

Confirmed by:

Name: Jason Bagley

Title: Partner

Company: Circuit Transit, Inc.

Signature: 

*Response required



C10. W-9 (Request for Taxpayer Identification)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																				
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TFR Transit Inc																						
2 Business name/disregarded entity name, if different from above Circuit Transit Inc																						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																						
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																						
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																						
<input type="checkbox"/> Other (see instructions) ▶ _____																						
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																						
5 Address (number, street, and apt. or suite no.) See instructions. 777 S Flagler Dr, Suite 800w		Requester's name and address (optional)																				
6 City, state, and ZIP code West Palm Beach, FL 33401																						
7 List account number(s) here (optional)																						
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>			Social security number																			
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">0</td> </tr> </table>			Employer identification number										8	2		4	5	8	6	3	0	0
Employer identification number																						
8	2		4	5	8	6	3	0	0													
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 55%;"> Signature of U.S. person ▶ </td> <td style="width: 30%;"> Date ▶ 02/02/2021 </td> </tr> </table>			Sign Here	Signature of U.S. person ▶	Date ▶ 02/02/2021																	
Sign Here	Signature of U.S. person ▶	Date ▶ 02/02/2021																				
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																						

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



C11. List of subcontractors

Circuit will not use subcontractors on this project.



C12. Certificate(s) of insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/1/2023															
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																			
PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750			CONTACT NAME: Beverly Weed PHONE (A/C No. Ext): 407-788-3000 FAX (A/C No.): 407-788-7933 E-MAIL ADDRESS: Beverly.Weed@ioausa.com																
INSURED Circuit Transit, Inc. 777 S Flagler Drive, Suite 800 W. West Palm Beach FL 33401			INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Automobile Insurance Company</td> <td>21849</td> </tr> <tr> <td>INSURER B : Fireman's Fund Insurance Company</td> <td>21873</td> </tr> <tr> <td>INSURER C : Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D : Fireman's Fund Insurance Company of Ohio</td> <td>39640</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER	NAIC #	INSURER A : American Automobile Insurance Company	21849	INSURER B : Fireman's Fund Insurance Company	21873	INSURER C : Insurance Company of the West	27847	INSURER D : Fireman's Fund Insurance Company of Ohio	39640	INSURER E :		INSURER F :	
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INSURER E :																			
INSURER F :																			
COVERAGES CERTIFICATE NUMBER: 2063473106 REVISION NUMBER:																			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																			
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC- <input type="checkbox"/> OTHER:	Y	Y	USC016194220	5/13/2022	5/13/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$												
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SCV009957-22-01	5/13/2022	5/13/2023	COMBINED SINGLE LIMIT (Ea. accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			USC01271722U	5/13/2022	5/13/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$												
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WFL5046725 03 WFL5046725 04	3/1/2022 3/1/2023	3/1/2023 3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000												
D	Umbrella over Auto			USC02209622U	5/13/2022	5/13/2023	Each Occurrence: 1,000,000 Aggregate: 1,000,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Cargo Liability - Fireman's Fund Insurance Company Policy Number: USC016194220 - Effective 5/13/22 - 5/13/23 Limit: \$100,000 - Deductible \$1,000 Sexual Abuse & Misconduct Liability - Underwriters at Lloyd's, London Policy Number: MEO5144318.22 - Effective 05/05/22 - 5/13/23 Limit: \$1,000,000 - Aggregate - \$2,000,000 Retention: \$10,000 See Attached...																			
CERTIFICATE HOLDER				CANCELLATION															
City of Hollywood Procurement Services, Room #303 2600 Hollywood Blvd PO Box 229045 Hollywood FL 330229045 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 															

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ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: JAMJINC-01
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Insurance Office of America, Inc.		NAMED INSURED Circuit Transit, Inc. 777 S Flagler Drive, Suite 800 W. West Palm Beach FL 33401
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		


ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is additional insured with regard to general liability on a primary and non-contributory basis as required by written contract or agreement. A waiver of subrogation in favor of the certificate holder applies with regard to general liability and workers compensation as required by written contract or agreement.
City of Hollywood is named Additional Insured with respects to the general liability and auto liability as required by written contract or agreement.



C13. Proof of State of Florida Sunbiz Registration



DIVISION of

CORPORATIONS

an official State of Florida website

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

Previous On List Next On List Return to List

[Events](#)
[Name History](#)

Detail by Entity Name

Florida Profit Corporation
CIRCUIT TRANSIT INC.

Filing Information

Document Number	P18000018752
FEI/EIN Number	82-4586300
Date Filed	02/27/2018
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/17/2019
Event Effective Date	NONE

Principal Address

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

Mailing Address

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

Registered Agent Name & Address

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

Officer/Director Detail

Name & Address

Title DPST

ESPOSITO, ALEXANDER
32 TIMBER TRAIL
AMAGANSETT, NY 11930

Title DPTS

MIRRAS, JAMES
35 GLADE RD
E HAMPTON, NY 11937

Title Executive Secretary

Bagley, Jason
1005 SW 11TH AVE



E HAMPTON, NY 11937

Title Executive Secretary

Bagley, Jason
1305 SW 8 Ave
Fort Lauderdale, FL 33315

Title Executive Secretary

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

Annual Reports

Report Year	Filed Date
2020	07/20/2020
2021	03/07/2021
2022	03/26/2022

Document Images

03/26/2022 -- ANNUAL REPORT	View image in PDF format
03/07/2021 -- ANNUAL REPORT	View image in PDF format
07/20/2020 -- ANNUAL REPORT	View image in PDF format
05/17/2019 -- Name Change	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
02/27/2018 -- Domestic Profit	View image in PDF format



Appendix

Appendix 1 - Letters of Support

Appendix 1.1 Rider Letter of Support:



Letter of Support for Circuit Services, Hollywood, FL

I have used or am familiar with Circuit's services in Hollywood, and I think they're a good addition to our Community. Circuit provides a low cost service that creates local jobs, improves access to transportation, helps move residents and visitors to local businesses, and is reducing emissions in the area. This is a positive program that I believe the City should continue to support and invest in.

Circuit helps take me to restaurants, downtown businesses, the ArtsPark, beaches, grocery stores, the Boardwalk, other Hollywood destinations and community events.

(If you agree, please enter your name below)

First name *

Please complete this required field.

Last name

Email

What most describes you?

- ☒ Resident
☐ Visitor
☐ Business Owner
☐ Other

Other:

(If other, please describe)

Additional Comments

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

www.ridecircuit.com

Disclaimer:

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


Rider Letter Response Submissions:

First name	What most describes you?	Additional Comments
Louise	Visitor	Good service
Jerry	Visitor	
Kenya	Resident	
Pete	Visitor	
Doretha	Resident	Great service
jeff	Resident	
Veronica	Resident	Super friendly!
Claudia	Resident	
Kelsey	Resident	
Kathleen	Resident	The drivers are always pleasant and helpful to our tourists
Jim	Resident	
Martina	Visitor	
Wolfgang	Resident	
Adriana	Resident	Amazing service BT Lou!
Noah	Other	
Pamela	Visitor	I used circuit in Pompano Beach and loved it!
Dorothy	Resident	Circuit is wonderful, especially for senior citizens. Your drivers are all very nice. Thank you for this service.
David	Resident	
Linda	Resident	
Wanda	Resident	She did a great job!
Michael	Visitor	
Michael	Visitor	



Wanda	Resident	
Michael	Visitor	
Elizabeth	Visitor	Alex our driver was fabulous!!
Nicole	Visitor	This is such a great asset to the area. It made our trip easy and comfortable. Not only will I highly recommend this to my travel friends, I would be less apt to travel to the Hollywood/Lauderdale area without it.
Kyle	Visitor	
Shay	Other	
Jason	Resident	Love Circuit, just another thing that makes Hollywood great!
Erin	Resident	I don't have a car, so circuit is a critical part of my transportation paradigm.
Michael	Visitor	Circuit is a great addition to the community! Drivers are always friendly and helpful!
Connie	Resident, Business Owner	A pleasure to feel I'm in vacation in my own city!
Alana	Resident	
Joe	Visitor	
Jerry	Visitor	Ralph M was a great very personable driver. We really enjoyed the ride.
jason	Visitor	Steven was a great driver and very informative.
Sandra	Resident	Perfect service!
Sandy	Visitor	
Laura	Visitor	Love the circuit!
Corinne	Visitor	The drivers are ALWAYS so nice and helpful.
Carolina	Resident	
Keri	Resident	
Patricia	Resident	
David	Resident	



Zhanna	Visitor	
Niki	Visitor	
Lauren	Resident	Amazing service! Cant wait to ride again! Tim was fantastic
Elizabeth	Visitor	Stephen was a great driver. Very informative and fun! Thank you!
Susan	Resident	Great service
mark	Visitor	great service well run - nice alternative to ride share
Sul	Visitor	Love Stephen!
Arielle	Resident	Circuit is a blessing for me. I dont have a car and im handicapped so im limited in my ability to walk distances. Circuit allows me to go grocery shopping, run errands, and even go to the beach. Im super grateful- we need more circuit everywhere- Protect our Earth from car pollution and continue to offer low cost rides . Thank you
Monika	Visitor	
Latoya	Resident	
Latoya	Resident	
Heather	Visitor	Casual ride. Loved it
Alex	Resident	
Isabel	Resident	Love the convenience. Especially appreciated with out-of-town visitors.
Lynn	Resident	
Randy	Visitor	
James		
Remmy	Resident	Great service and friendly drivers.
Dominic	Resident	
DEBBIE	Visitor	We are from Pennsylvania but visit Hollywood frequently and love using Circuit



Tatiana	Resident	I love it! Wish it was even more encompassing in the Lakes area!
Michael	Resident	
Beverly	Resident	I really enjoy the service its an asset to my life
Beverly	Resident	I really enjoy the service its an asset to my life
Susan	Resident	Circuit provides a vital service for the community!
Tracy	Visitor	
Gloria	Resident	
Terri	Resident	I love the service!
margarita	Resident	love CIRCUIT !!!
Anna maria	Visitor	I love circuit .we dont have a car while were here very useful to us . Thank to all staff . By the way all drivers are very pleasant .
Shanita	Resident	
Tassana	Resident	I love the circuit it takes me to the beach and activities around the area I love it
Dave	Visitor	Circuit is a wonderful service. I wish the hours were earlier in the morning.
Linda	Resident	Excellent service. Friendly drivers. Tim & Yolanda are great
salvina	Other	
Rogelio	Resident	Is really Good and Nice for the city of Hollywood
Rene	Resident	My family and I live circuit!
NINA	Visitor	I look forward to the Circuit rides and the friendly service every time I visit. It's invaluable!
Denise	Resident	
Robin	Resident	
Luz	Resident	I looove circuit transportation. I wish you ran a bit earlier.



Kevin	Resident	
Josefina	Resident	
Claude	Resident	
Matthew	Resident	
Tony	Resident	
Tony	Resident	
Dan		
Hana	Resident	
Leslie	Visitor	
Nan	Visitor	This is a tremendous service in an area with a shortage of parking places! Used it many times.
Bryan	Resident, Business Owner	
John	Visitor	
Dirk	Visitor	We stayed in Hallandale this January and used circuit many times. I would like to see more use of this technology and keep it as a form of transportation in Hollywood as well in other communities
Donnette	Resident	
Raul	Resident	
Ivan	Resident	
Princess	Resident	I would love this for Washington dc
Elly	Resident	
Mike	Resident	Love the circuit. I will be taking it tonight to the beach.
Alan	Resident, Business Owner	Great Service Drivers are always Happy and have a Smile on there face Vehicle always clean
Lynda	Visitor	
Kristine	Business Owner	Circuit has been a great addition to the Hollywood area and reduces traffic.
Isaac	Resident	Keep up the good work!

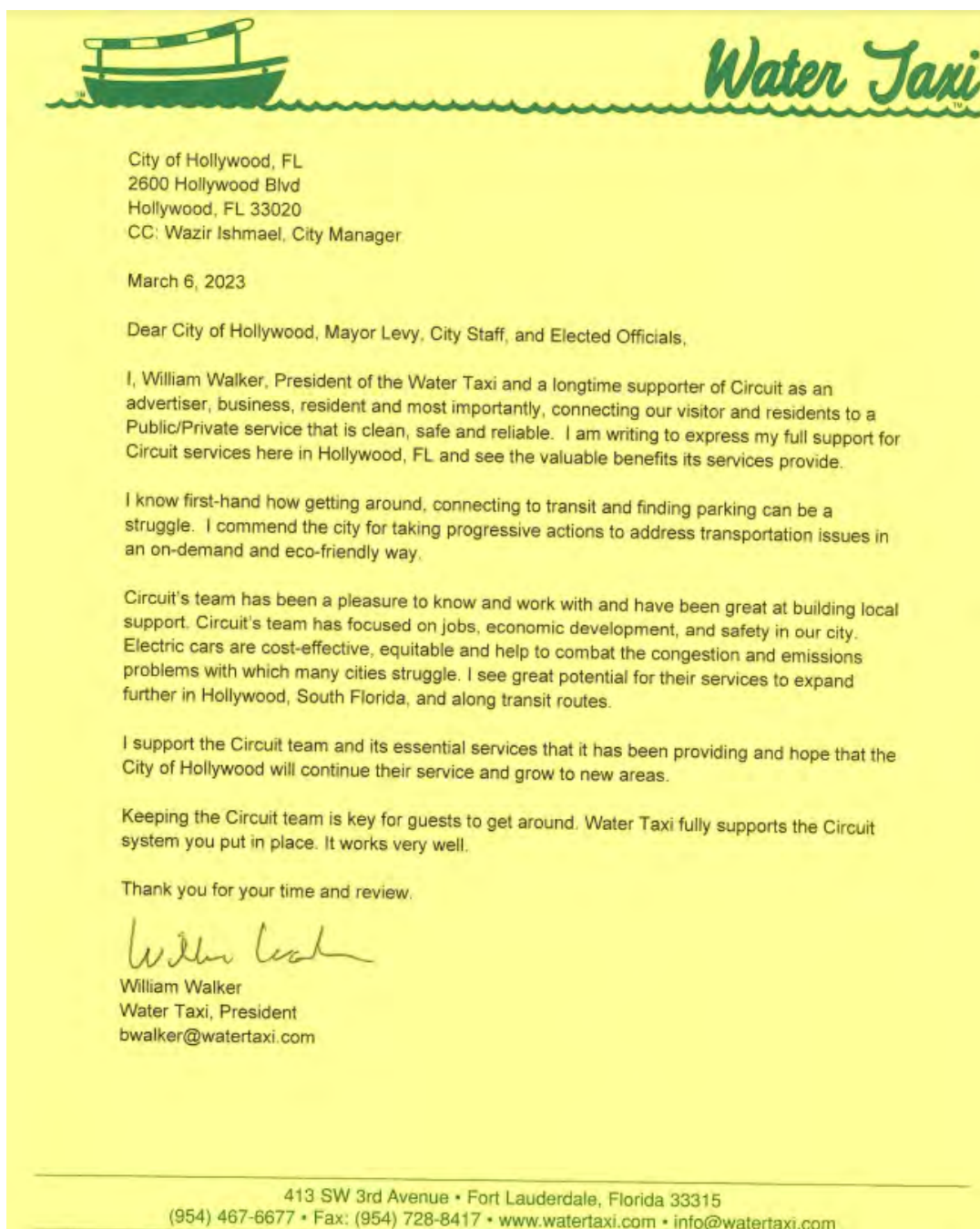


Steven	Visitor	This is a wonderful additional benefit to coming to visit Hollywood!
Eric	Resident	
Peter	Resident	
Doug	Business Owner	
Alex	Business Owner	It's great!
Ian	Business Owner	
Alana	Resident	



Appendix 1.2 Letters of Support:

Appendix 1.2.1 Water Taxi





Appendix 1.2.2 Downtown Development Authority, WPB



City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

February 22, 2023

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Teneka James-Feaman am a longtime supporter of Circuit as an advertiser and collaborator on transit for Downtown West Palm Beach. I am writing to express my full support of Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

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, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review. Please feel free to contact me at Tjames@DowntownWPB.com or (561)833-8873.

Teneka James-Feaman

Teneka James-Feaman, M.B.A.
Associate Executive Director
West Palm Beach Downtown Development Authority
300 Clematis Street, Ste 200
West Palm Beach, FL 33401



Appendix 1.2.3 Cityfi



Austin, TX
Columbus, OH
Denver, CO
Los Angeles, CA
Miami, FL
New York, NY
Pittsburgh, PA
Seattle, WA
Washington, DC

February 28, 2023

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I am pleased to provide this letter of support for Circuit. As a long time supporter of transit, including recently serving as Associate Administrator for Transit Innovation at the Federal Transit Administration, I am pleased to now advise Circuit as they continue to grow in meeting the mission of cleaner, connected and thriving communities.

Safe, attractive, and convenient transportation is fundamental to community and economic vibrancy. Cities are people-places that thrive when people can arrive downtown and easily move about it without the need for a private automobile. Easy and efficient connections between transit, parking and destinations enhance the quality of a place and allow more places for people (and customers!) while reducing the negative impacts of traffic, stress and safety concerns.

I commend Hollywood for taking progressive actions to enhance both transportation and the vibrancy of your community through on-demand and eco-friendly services. Circuit's team has been a pleasure to know and work with. They are committed to the communities they serve and build strong and authentic partnerships. They are value-driven with a strong focus on local jobs, economic development, and safety. The electric vehicles are clean and cost-effective, helping to combat the congestion and enhance equity and access. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas. Please reach out if I can provide any additional information.

Sincerely

Karina Ricks
Partner
karina@Cityfi.co



Appendix 1.2.4 Billy's Stone Crab

City of Hollywood, FL
 2600 Hollywood Blvd
 Hollywood, FL 33020
 CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Michael S. Leffler am a long time supporter of Circuit as an
Billy Stone Crab. I am writing to express my full support of
 Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

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, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME Michael S. Leffler
 TITLE GM
 BUSINESS (if applicable) _____
 ADDRESS 1 _____



Appendix 1.2.5 World Tire Inc.

City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Jose Zapata am a long time supporter of Circuit as an
World Tire Inc. I am writing to express my full support of
Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a struggle. I commend the city for taking progressive actions to address transportation issues in an on-demand and eco-friendly way.

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, economic development, and safety in our city. The electric cars are cost-effective, equitable and help to combat the congestion and emissions problems with which many cities struggle. I see great potential for their services to expand further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME Jose N Zapata
TITLE Owner
BUSINESS (if applicable) World Tire Inc
ADDRESS 1215 N. Federal Hwy
Hollywood FL 33020



Appendix 1.2.6 Margaritaville

City of Hollywood, FL
 2600 Hollywood Blvd
 Hollywood, FL 33020
 CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Daniel J. Jones am a long time supporter of Circuit as an
Insurance Vice President. I am writing to express my full support of
 Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a
 struggle. I commend the city for taking progressive actions to address transportation issues in
 an on-demand and eco-friendly way.

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, economic development, and safety in our city. The
 electric cars are cost-effective, equitable and help to combat the congestion and emissions
 problems with which many cities struggle. I see great potential for their services to expand
 further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the
 City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME Daniel J. Jones
 TITLE Hotel Vice President
 BUSINESS (if applicable) Margaritaville
 ADDRESS 1 _____



Appendix 1.2.7 Le Tub, Tiki Tiki, GG's

City of Hollywood, FL
 2600 Hollywood Blvd
 Hollywood, FL 33020
 CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, Alex Serafini am a long time supporter of Circuit as an
Business Le Tub/Tiki Tiki/GG's I am writing to express my full support of
 Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a
 struggle. I commend the city for taking progressive actions to address transportation issues in
 an on-demand and eco-friendly way.

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, economic development, and safety in our city. The
 electric cars are cost-effective, equitable and help to combat the congestion and emissions
 problems with which many cities struggle. I see great potential for their services to expand
 further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the
 City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

NAME Alex Serafini
 TITLE owner
 BUSINESS (if applicable) Tiki Tiki / Le Tub / GG's
 ADDRESS 1 4200 Alhambra Drive
Hollywood, FL 33012



Appendix 1.2.8 Diplomat Beach Resort (Valet Services)

City of Hollywood, FL
2600 Hollywood Blvd
Hollywood, FL 33020
CC: Wazir Ishmael, City Manager

Dear City of Hollywood, Mayor Levy, City Staff, and Elected Officials,

I, JUAN QUINTANA, am a long time supporter of Circuit as an
_____. I am writing to express my full support of
Circuit services here in Hollywood, FL and see the valuable benefits its services provide.

I know first-hand how getting around, connecting to transit and finding parking can be a
struggle. I commend the city for taking progressive actions to address transportation issues in
an on-demand and eco-friendly way.

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, economic development, and safety in our city. The
electric cars are cost-effective, equitable and help to combat the congestion and emissions
problems with which many cities struggle. I see great potential for their services to expand
further in Hollywood, South Florida, and along transit routes.

I support the Circuit team and its essential services that it has been providing and hope that the
City of Hollywood will continue their service and grow to new areas.

Thank you for your time and review.

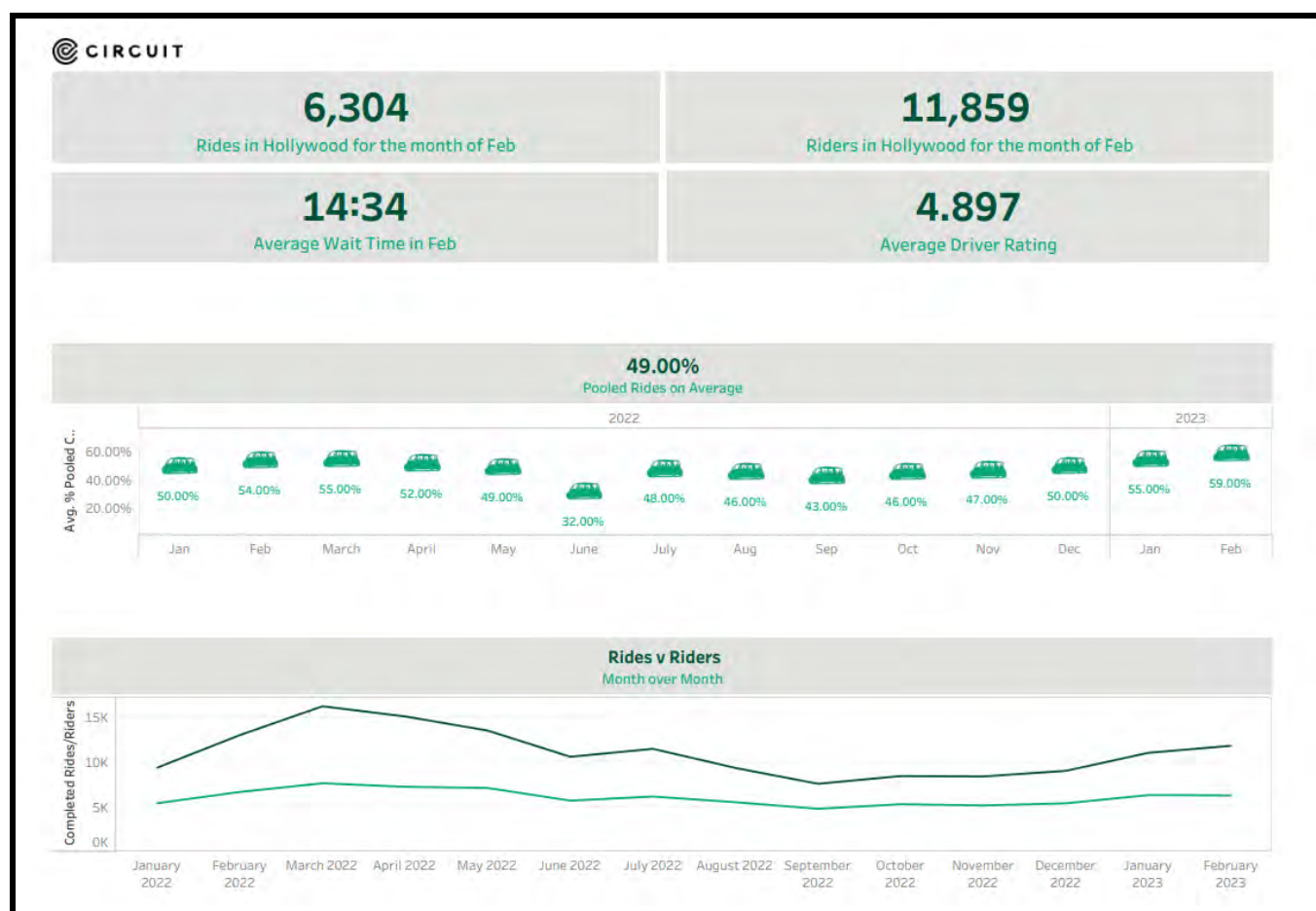
NAME JUAN QUINTANA
TITLE _____
BUSINESS (if applicable) Diplomat (Valet)
ADDRESS 1 _____



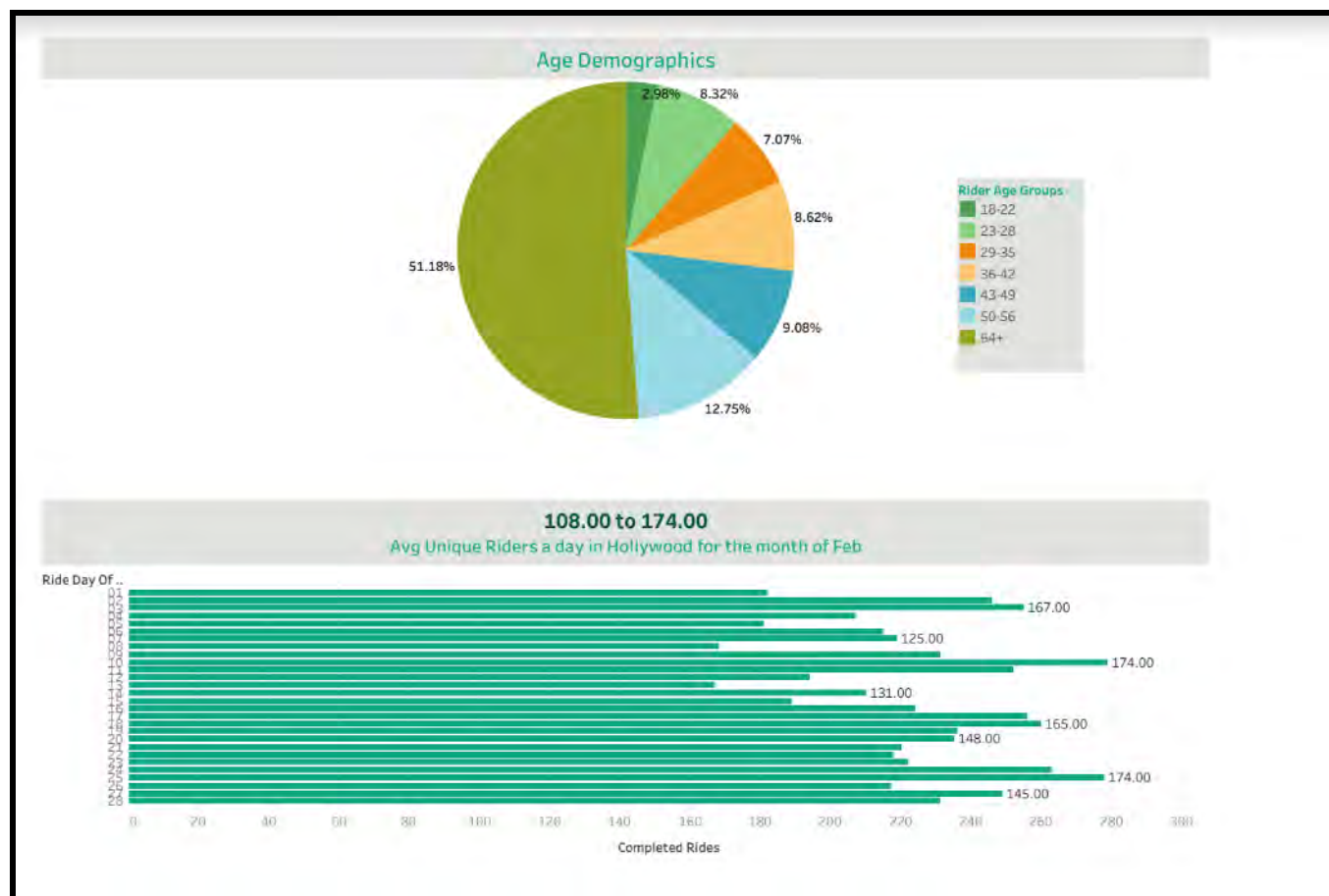
Appendix 2 - Example of Data Report

Appendix 2.1 February 2023 Hollywood Data Report

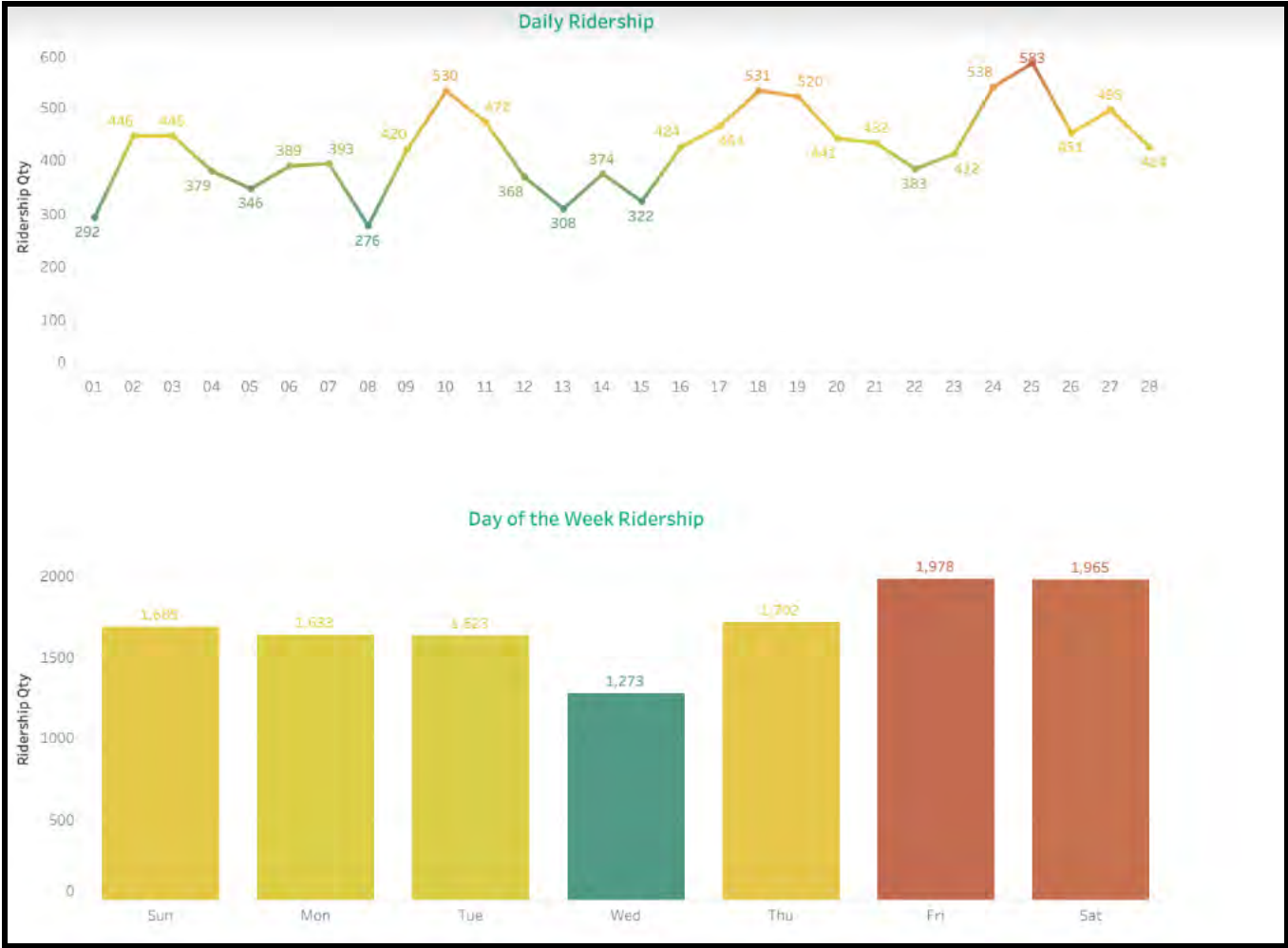
Below showcases the most recent monthly report of the Hollywood Sun Shuttle. Additional highlights include a \$4.53 net cost per rider (Almost 90% lower than comparable micro-transit systems), 148,000+ annual riders, 11,859+ passengers in the short month of February 2023, and 41 passengers per revenue hour. Over the past 10 months of operation, the Hollywood Sun Shuttle Circuit has reduced greenhouse gas emissions by 242 metric tons CO₂, saved over 27,231 gallons of gas, and reduced traffic congestion by 182,000+ miles driven (by an average gasoline-powered vehicle). This GHG savings is the equivalent to the emissions reduced by 4,001 tree seedlings grown for 10 years (calculated using EPA GHG Equivalencies Calculator⁹).

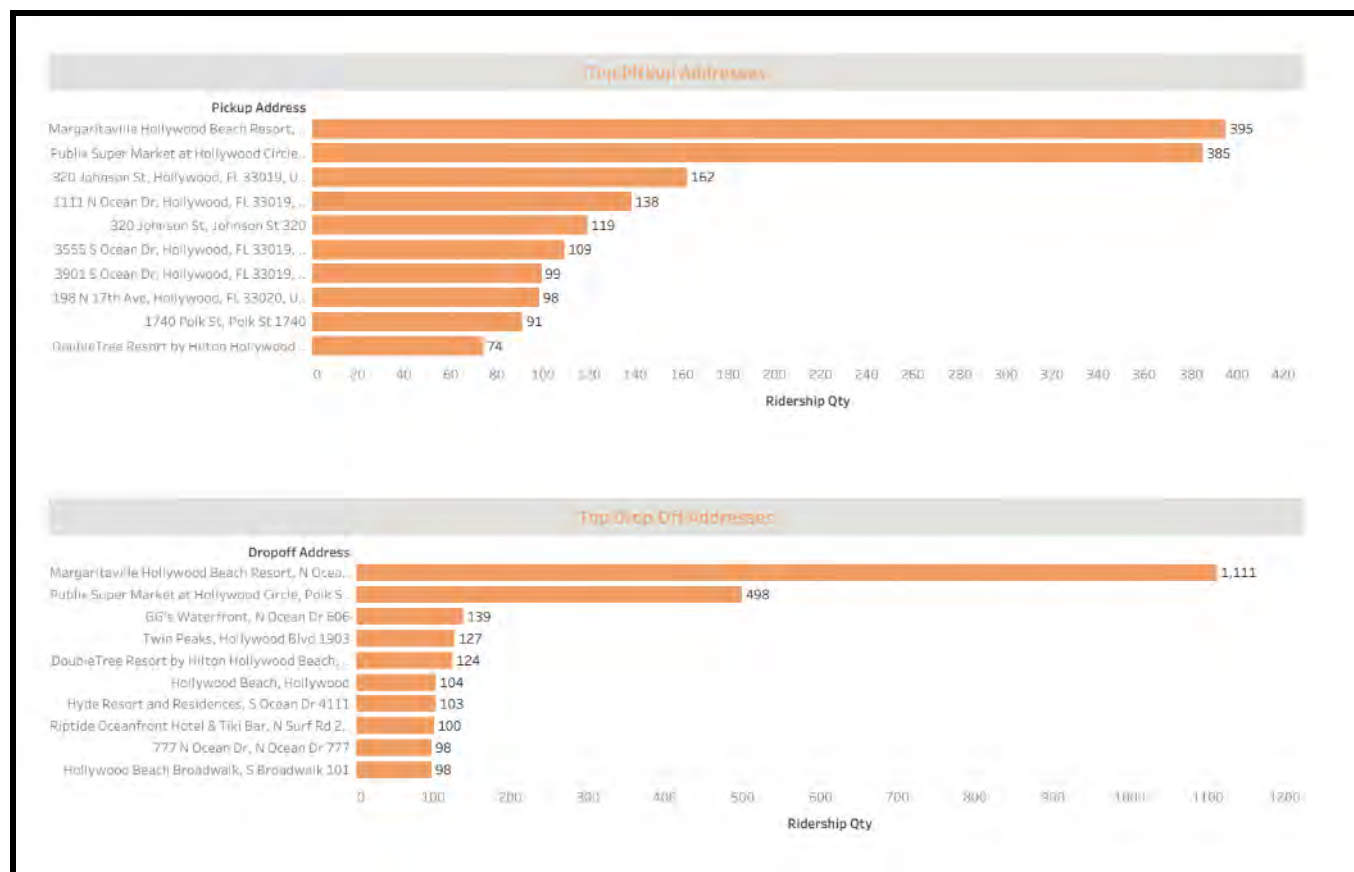


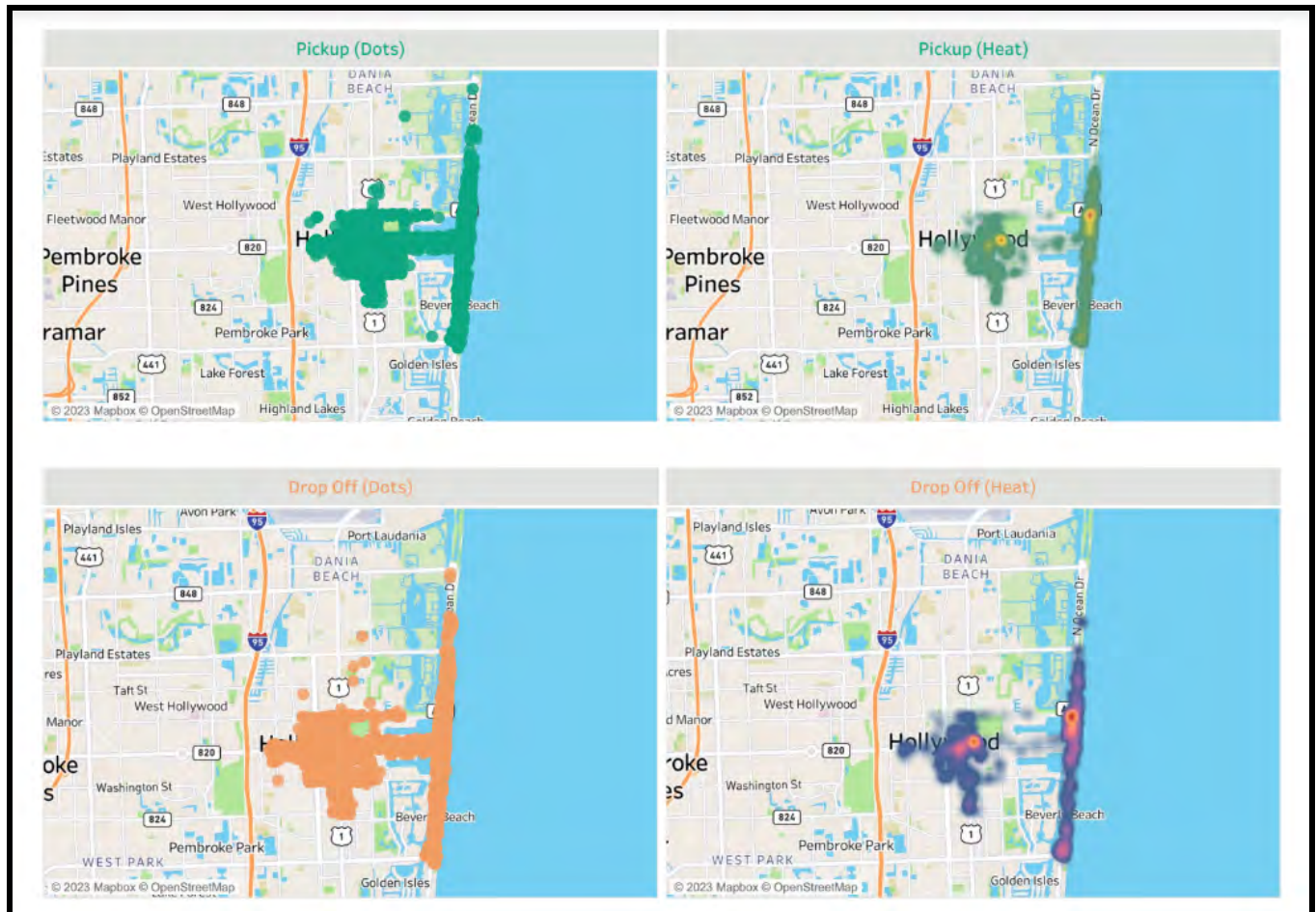
⁹ <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>











(END OF REPORT)



Appendix 3 - Case Studies

Appendix 3.1 - Hollywood Case Study

Hollywood Sun Shuttle 2023 Case Study- Page 1



Case Study 2023
Circuit Hollywood "Sun Shuttle"

HOW THE SERVICE WORKS

Since 2019, the City of Hollywood has partnered up with Circuit to provide a 100% electric micro-transit solution for residents and visitors. For just \$2 per rider, Circuit takes riders anywhere within the coverage area zone through our on-demand app or by waving down a driver.

Hollywood, FL has been a "model city", inspiring neighbors to also build out similar city mobility programs to better serve their community.

HOURS OF OPERATION

Sun - Thurs	10 am - 9 pm
Fri - Sat	10 am - 10 pm

On-demand
 Door to door convenience, pooled rides take cars off the road.

Job creation
 Hiring W2 local employees.

On the move.
 Reliable and adjustable all electric fleet.



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www.ridecircuit.com

Download the Ride Circuit App



Hollywood Sun Shuttle 2023 Case Study -Page 2

Last Mile, People First
Hollywood, Florida

How is it going?

- 13000+ Riders/Month
- ZERO GHG emissions
- 4.9 passenger rating
- 22 local W2 employees, who live and work in Hollywood
- Contract extended 2022-2023, saving the city at least 42% on costs (compared to fixed route trolley)

\$1 invested in Public Transportation = \$5 in economic return."

-APTA

The results are in!

In November 2022 we surveyed our riders, and these are some of the key takeaways:

Saving money	94% of riders	Living local
80% of riders use Circuit to save money on transportation.	Say that Circuit is a great addition to the community and 88% would like more cars.	Over 71.1% of Circuit riders live in Hollywood or in Broward County.

Top 3 Things Riders Love

It's an easy way to move short distances.

It makes Hollywood better!

100% Electric and eco-friendly.

Sun Shuttle Exceeds City's Expectations

HOLLYWOOD
FLORIDA

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ridecircuit.com

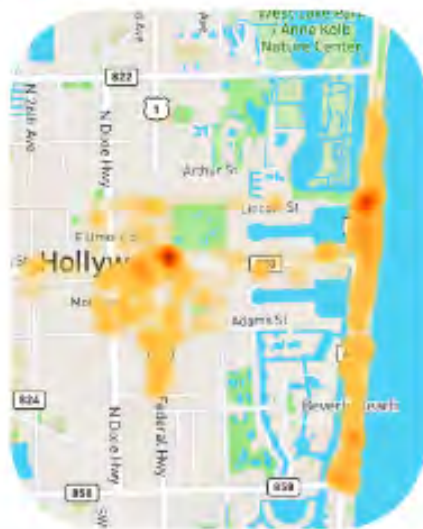


Hollywood Sun Shuttle 2023 Case Study- Page 3 (last page)



Hollywood Heat Map

Our Hollywood, FL area includes Downtown, Hollywood Beach, and US-1 Federal Highway. Through Circuit's app our team has been able to track requests and view the most popular stops & pick-ups.



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 offer electric shuttles that make mobility easier, smarter, more affordable, and fun.

Last Mile, People First
Hollywood, FL



Circuit @ the Hollywood Candy Cane Parade 2022

Hollywood, FL Hotspots

- ArtsPark at Young Circle
- City Hall
- Hollywood Beach
Broadwalk
- Hollywood Blvd.
- Margaritaville
- Publix



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Appendix 3.2 - Brightline Case Study

Brightline Case Study- Page 1

Last Mile, People First Brightline+

Case Study 2022

In 2021, Brightline partnered with Circuit to provide a new mobility service - Brightline+ that gets you from point A to point B seamlessly.

THE CHALLENGE

- Get people out of their personal vehicles
- Connectivity to/ from Brightline Stations
- Multiple apps needed for trip planning
- Reduce GHG Emissions

THE SOLUTION

- Brightline, connecting West Palm Beach, Fort Lauderdale and Miami
- Free or low cost first and last mile shuttles to and from all stations
- Shuttle add-on on booking platform
- 100% Electric Fleet


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brightline

ridecircuit.com



Brightline Case Study- Page 2




Last Mile, People First
Brightline+

Case Study


BACKGROUND

Getting around congested South Florida is challenging. In 2018, Brightline launched the first and only privately owned and operated intercity passenger railroad in the United States. Commuters and leisure travellers could now easily connect between West Palm Beach, Fort Lauderdale and Miami. After an extended suspension of service due to Covid-19, Brightline revamped and relaunched in November 2021 with a new first and last mile shuttle service - Brightline+.

Circuit was selected to operate the service for all of the Brightline stations. Offering a mixed, all EV fleet with NEVs, Tesla Model Y's, and electric passenger vans, operated by w2 hourly employees, the service has received tremendous support. Passengers can now book private or shared rides in EV's to and from all stations during the purchase of their train tickets online or in app. The innovative door to door service has significantly increased the user experience, streamlined travel, replaced ICE trips with EV trips and created 65+ jobs.



Mayor Suarez at the Brightline+ launch event




Brightline+ on NBC 6 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 communities, companies and forward-thinking advertising partners to provide low or fare-free electric shuttle services that make mobility easier, smarter, more affordable, and fun.

Circuit offers on-demand rides around busy areas across the US using fleets of all-electric vehicles 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 5 million rides, worked with Urban-X and CivStart accelerators, won numerous awards, and been applauded by the press.

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ridecircuit.com



**Last Mile, People First
Brightline+**

Case Study

HOW THE SERVICE WORKS

Circuit operates fleets of all-electric vehicles including Polaris GEM low speed vehicles (LSV), Tesla Model Y and Lightning eMotors vans in West Palm Beach, Fort Lauderdale and Miami. All Circuit drivers and managers are local w2 employees and are trained in operations, customer service and maintenance. Circuit currently employs 75+ employees making living wages, including veterans for the Brightline+ program.

Circuit owns, insures, and operates the entire fleet and all vehicles are manufactured in the US.

Riders can book an eco-friendly private ride or eShuttle along with their train ticket to get to and from stations easily and affordably.



1
Brightline+ will be prompted while booking on the app or website



2
We pick you up from anywhere within 5 miles of a Brightline station



3
You skip all the traffic while you ride the train



4
We drop you off within a 5 mile radius of the station

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ridecircuit.com



Appendix 3.3 - San Diego Case Study

San Diego Case Study- Page 1

CIRCUIT **FRED SAN DIEGO**

Case Study 2023

Circuit San Diego "FRED"

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.

Riders can request rides to and from anywhere within the coverage zone using the Ride Circuit app or by simply waving down a driver.

HOURS OF OPERATION

Mon - Thurs	7 am - 9 pm
Friday	7 am - 10 am
Saturday	8 am - 10 am
Sunday	9 am - 9 pm

On-demand
Door to door convenience, pooled rides take cars off the road.

Job creation
Hiring W2 local employees.

On the move.
Reliable and adjustable all electric fleet.

The City of SAN DIEGO

www.ridecircuit.com

Download the Ride Circuit App

**San Diego Case Study- page 2 (last page)**



Last Mile, People First
San Diego, CA


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"

"I love the service. Drivers are friendly and the experience was hassle free."





34,550
Residents

81,237
Employees

65,000
Parking
Spaces

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 offer electric shuttles that make mobility easier, smarter, more affordable, and fun.



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Appendix 4- Additional Past Project Experience

Appendix 4.1 New Rochelle NY

Type of Service: On-demand micro-transit services

Contract Term: August 2019 - present

Nature of Services: In 2019, Circuit started a pilot program with the City of New Rochelle's Industrial Development Agency (IDA). The goal was to promote the downtown area's businesses and new developments and to provide a free connection to the Metro-North Railroad. The program was a fast success, prompting the City to issue an RFP that Circuit was fortunate to win in January 2020. The service and local team quickly ingrained itself in the community, including coordination and outreach with Veterans groups, senior living communities, and the Chamber of Commerce. During the pandemic, Circuit partnered with 511NYRideshare to provide trips to visiting nurses between hotels and the Montefiore Hospital.

Nature & Type of Vehicles: all-electric Polaris GEM e6



Circuit vehicle in New Rochelle

Appendix 4.2 Brightline

Type of Service: On-demand micro-transit services, fare-based program

Contract Term: August 2021 - present

Nature of Services: In 2021, Circuit was selected to provide on-demand first/last mile services by Brightline Trains for their reopening under the new program Brightline+. Service focuses on providing rides to/from Brightline stations within a specified radius of the Fort Lauderdale, West Palm Beach, and Miami stations. Passengers can now book private or shared rides in EV's to and from all stations during the purchase of their train tickets online or in app. The innovative door to door service has significantly increased the user experience, streamlined travel, replaced ICE trips with EV trips and created 65+ jobs.

Nature & Type of Vehicles: all-electric mixed fleet with Polaris GEM e6, Tesla Model Y, and electric passenger vans



Circuit GEM vehicles with Brightline branding at Brightline trains reopening and Brightline+ launch event

Appendix 4.3. West Palm Beach, FL

Type of Service: On-demand micro-transit services

Contract Term: January 2013 - present

Nature of Services: Circuit has operated on-demand services using electric vehicles in the area since 2013. We focused on riders within West Palm Beach and Palm Beach. This service has been provided over these years with funding support from brand sponsors as well as a small fare program. In 2021, Circuit won a contract with West Palm Beach DDA to offer expanded and fare-free services in West Palm Beach and Palm Beach.

Nature & Type of Vehicles: all-electric Polaris GEM e6



Circuit vehicles in West Palm Beach with local business and safe street initiatives branding

Appendix 4.4 Pompano Beach, FL

Type of Service: On-demand micro-transit services

Contract Term: 2021 - present



Nature of Services: In 2020, Circuit was selected for this project through competitive RFP and began operating in Spring 2021. The coverage area includes Downtown Hollywood and Hollywood Beach and consistently experiences high demand. This program began as a self-branded service and then opened for third party advertising.

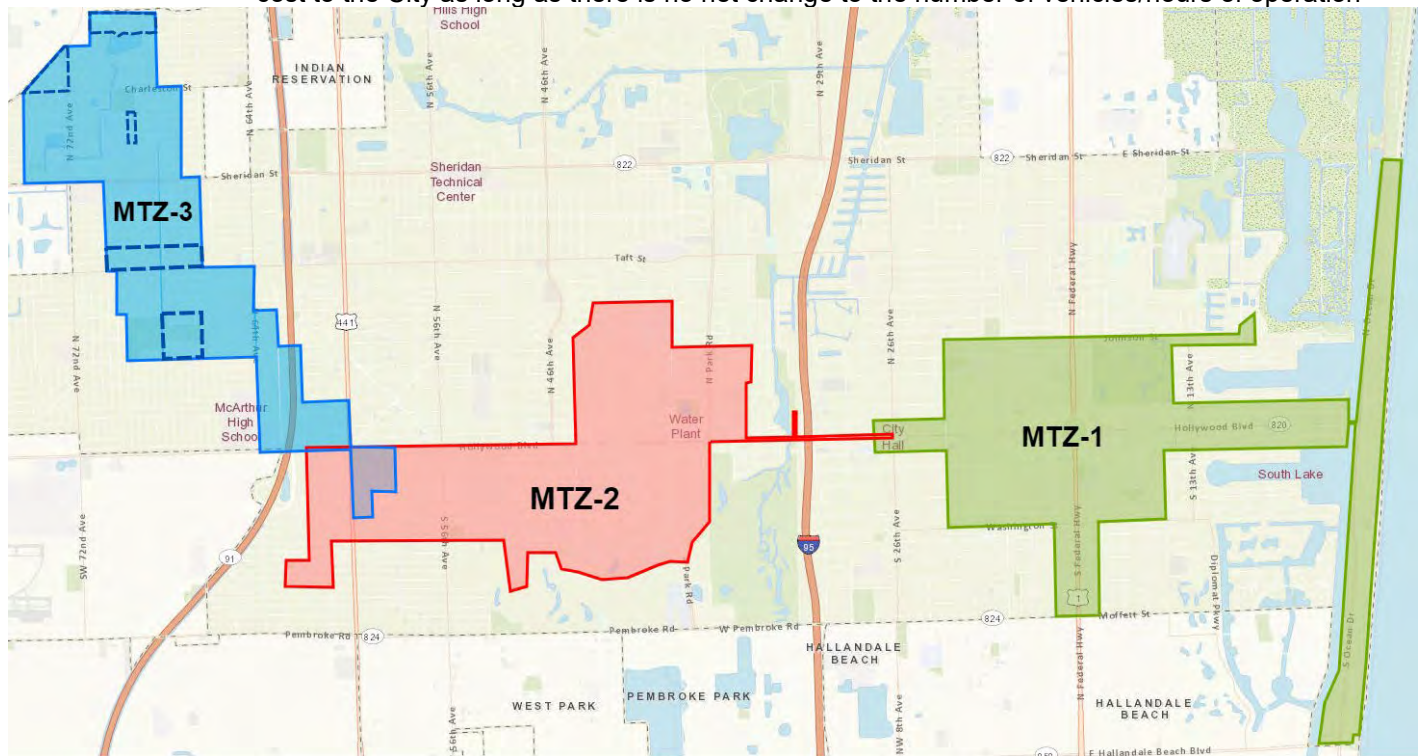
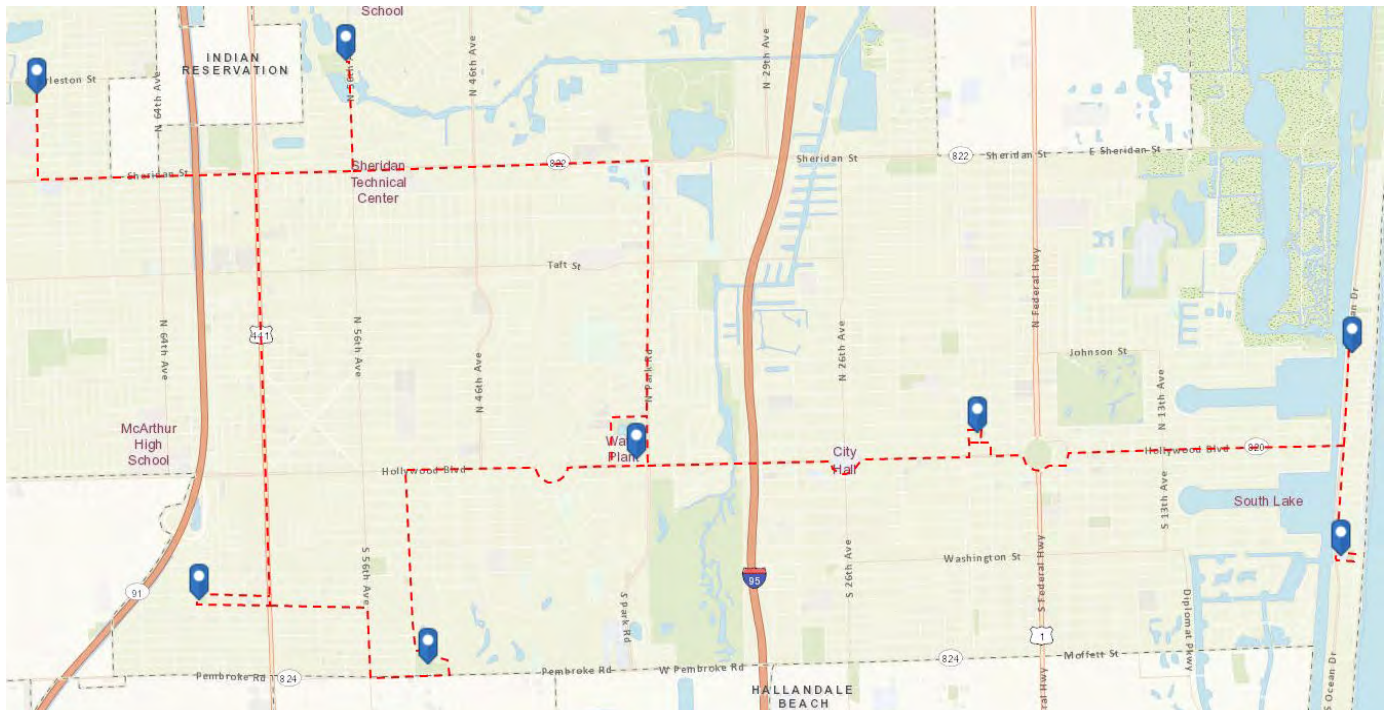
Nature & Type of Vehicles: all-electric Polaris GEM e6



Circuit vehicles in Pompano Beach with City officials at ribbon cutting, 2021

EXHIBIT D – Service Areas

Micro-Transit Zones shown below may adjusted during the Contract Term based on demand/City needs at no cost to the City as long as there is no net change to the number of vehicles/hours of operation

**On-Demand Micro-Transit Zones**

Designated Drop-off/Pick up locations for the Fixed Route pilot test

EXHIBIT E – Pricing

Zone 1 Downtown/Beach Zone (Combined 1 & 2 from RFP)													
Month	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	
Hours Per Week	77	77	77	77	77	77	77	77	77	77	77	77	77
Hours Per Month	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95	334.95
# of GEMs	7	7	7	7	9	9	9	9	9	9	7	7	7
# of ADA Standby GEMs	1	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	1	1	1	1	1	1	1	1	1	1	1	1	1
# of Sedans	0	0	0	0	0	0	0	0	0	0	0	0	0
GEM Vehicle Service Hours	2,344.7	2,344.7	2,344.7	2,344.7	3,014.6	3,014.6	3,014.6	3,014.6	3,014.6	3,014.6	2,344.7	2,344.7	2,344.7
ADA Standby GEM Service Hours (STAN)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
EV Van Service Hours	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0	335.0
Sedan Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
\$ / GEM Service Hour	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46	\$ 31.46
\$ / ADA Standby GEM/Service Hour	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00	\$ - .00
\$ / EV Van Service Hour	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71	\$ 41.71
\$ / Sedan Service Hour	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03	\$ 33.03
Total Costs	\$ 87,733	\$ 87,733	\$ 87,733	\$ 87,733	\$ 108,809	\$ 108,809	\$ 108,809	\$ 108,809	\$ 108,809	\$ 108,809	\$ 87,733	\$ 87,733	\$ 87,733
Guaranteed Ad Revenue / Month	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,400	\$ 9,250	\$ 9,250	\$ 9,250	\$ 9,250	\$ 9,250	\$ 9,250	\$ 7,400	\$ 7,400	\$ 7,400
Expected Fare Revenue / Month	\$ 10,129	\$ 10,129	\$ 10,129	\$ 10,129	\$ 12,661	\$ 12,661	\$ 12,661	\$ 12,661	\$ 12,661	\$ 12,661	\$ 10,129	\$ 10,129	\$ 10,129
Expected Revenues	\$ 17,529	\$ 17,529	\$ 17,529	\$ 17,529	\$ 21,911	\$ 21,911	\$ 21,911	\$ 21,911	\$ 21,911	\$ 21,911	\$ 17,529	\$ 17,529	\$ 17,529
Monthly Net Cost to City (E)	\$ 70,205	\$ 70,205	\$ 70,205	\$ 70,205	\$ 86,897	\$ 86,897	\$ 86,897	\$ 86,897	\$ 86,897	\$ 86,897	\$ 70,205	\$ 70,205	\$ 70,205

Zone 2 & 3 Hollywood West Zone				Zone 3 Pilot Starts									
Month	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	
Hours Per Week	56	56	56	56	56	56	56	56	56	56	56	56	56
Hours Per Month	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
# of GEMs	0	0	0	0	0	0	0	0	0	0	0	0	0
# of EV Vans (ADA)	0	0	1	1	1	1	1	1	1	1	1	1	1
# of Sedans	0	0	1	1	1	1	1	1	1	1	1	1	1
GEM Vehicle Service Hours	0	0	0	0	0	0	0	0	0	0	0	0	0
EV Van Service Hours	0	0	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
Sedan Service Hours	0	0	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6	243.6
\$ / GEM Service Hour	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97	\$ 34.97
\$ / EV Van Service Hour	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22	\$ 49.22
\$ / Sedan Service Hour	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27	\$ 38.27
Total Costs	\$ -	\$ -	\$ 21,313	\$ 21,313	\$ 21,313	\$ 21,313	\$ 21,313	\$ 21,313	\$ 21,313	\$ 21,313	\$ 21,313	\$ 21,313	\$ 21,313
Guaranteed Ad Revenue / Month	\$ -	\$ -	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520	\$ 1,520
Expected Fare Revenue / Month	\$ -	\$ -	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160	\$ 1,160
Expected Revenues	\$ -	\$ -	\$ 2,680	\$ 2,680	\$ 2,680	\$ 2,680	\$ 2,680	\$ 2,680	\$ 2,680	\$ 2,680	\$ 2,680	\$ 2,680	\$ 2,680
Monthly Net Cost to City (E)	\$ -	\$ -	\$ 18,633	\$ 18,633	\$ 18,633	\$ 18,633	\$ 18,633	\$ 18,633	\$ 18,633	\$ 18,633	\$ 18,633	\$ 18,633	\$ 18,633

Total Costs – All Zones

TOTAL COSTS	\$ 87,733	\$ 87,733	\$ 109,046	\$ 109,046	\$ 130,121	\$ 130,121	\$ 130,121	\$ 130,121	\$ 130,121	\$ 130,121	\$ 109,046	\$ 109,046	\$ 109,046
Guaranteed Ad Revenue / Month	\$ 7,400	\$ 7,400	\$ 8,920	\$ 8,920	\$ 10,770	\$ 10,770	\$ 10,770	\$ 10,770	\$ 10,770	\$ 10,770	\$ 8,920	\$ 8,920	\$ 8,920
Expected Fare Revenue / Month	\$ 10,129	\$ 10,129	\$ 11,288	\$ 11,288	\$ 13,821	\$ 13,821	\$ 13,821	\$ 13,821	\$ 13,821	\$ 13,821	\$ 11,288	\$ 11,288	\$ 11,288
TOTAL EXPECTED REVENUES	\$ (17,529)	\$ (17,529)	\$ (20,208)	\$ (20,208)	\$ (24,591)	\$ (24,591)	\$ (24,591)	\$ (24,591)	\$ (24,591)	\$ (24,591)	\$ (20,208)	\$ (20,208)	\$ (20,208)
EXPECTED NET COSTS	\$ 70,205	\$ 70,205	\$ 88,838	\$ 88,838	\$ 105,530	\$ 105,530	\$ 105,530	\$ 105,530	\$ 105,530	\$ 105,530	\$ 88,838	\$ 88,838	\$ 88,838

Unit Costs

GEMS		VANS		Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation	Hours of Operations Per week	Vehicle cost / Hour of Operation	Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	\$41.61	40-45	\$60.65	40-45	\$46.23
46-50	\$38.58	46-50	\$55.43	46-50	\$42.59
51-55	\$36.59	51-55	\$52.02	51-55	\$40.22
56-60	\$34.97	56-60	\$49.22	56-60	\$38.27
61-65	\$33.61	61-65	\$46.88	61-65	\$36.63
66-70	\$32.45	66-70	\$44.89	66-70	\$35.25
71-75	\$31.46	71-75	\$43.19	71-75	\$34.06
76-80	\$30.60	76-80	\$41.71	76-80	\$33.03
81-85	\$29.84	81-85	\$40.41	81-85	\$32.12
86-90	\$29.18	86-90	\$39.26	86-90	\$31.32
91-95	\$28.58	91-95	\$38.24	91-95	\$30.61
96+	\$28.05	96+	\$37.32	96+	\$29.97