



CITY OF HOLLYWOOD, FLORIDA
OFFICE OF PROCUREMENT SERVICES

DATE: January 26, 2022 **FILE:** PR-22-042

TO: Wazir Ishmael, Ph.D.
City Manager

VIA: Adam Reichbach ^{DS} AR
Assistant City Manager for Finance and Administration

VIA: Gus Zambrano ^{DS} AR
Assistant City Manager/Sustainable Development

THRU: Steve Stewart ^{DS} SS
Assistant Director, Financial Services for Procurement

FROM: Shiv Newaldass ^{DS} NU
Director Development Services

SUBJECT: Recommendation to extend Circuit Transit Inc., (formally known as Free Ride Transit) Agreement for up to 120 days in the amount not to exceed \$200,000.00. The 120 day extension will cover the period of March 4, 2022 to July 2, 2022.

ISSUE:

The Department of Development Services is requesting a 120-day extension for Circuit Transit Inc., for micro transit shuttle services in an amount not to exceed \$200,000. The City of Hollywood entered into a one-year extension of the Agreement on March 5, 2021 with Circuit Transit Inc., to provide shuttle bus services between Downtown Hollywood and Hollywood Beach, as approved by Resolution R-2021-94.

A 120-day extension is requested for the following reasons:

- (1) Provide the City additional time to evaluate the need to renew the Agreement for an additional 1 year term.
- (2) Determine the potential impact on services due to a recently awarded grant from Broward County to fund a community shuttle in the same area.
- (3) Provide time to identify additional funding sources if the Agreement was to be renewed for an additional 1 year term.

AUTHORITY:

§ 38.49 TERMINATION, EXTENSION AND RENEWAL OF CONTRACTS.

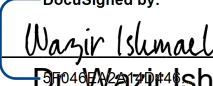
(B) Extensions.

The City Manager or designee is authorized to extend for a maximum of 120 days, any contract entered into by the City pursuant to City Commission approval. Any further extensions of such contract require City Commission approval, subject to all requirements of the Procurement Code.

Funding has been provided by the City Hollywood in Account Numbers: 336.140201.54100.531170.000000.000.000 and 446.150101.54500.531170.000000.000.000 and the Community Redevelopment Agency (CRA) in Account Numbers 163638504.55200.548060.000000.000.000 and 166.668602.55200.548060.000000.000.000.

RECOMMENDATION:

Approval to extend Circuit Transit Inc., Agreement up to 120 days from March 4, 2022 to July 2, 2022 for continued circulator shuttle bus services in an amount of or not to exceed \$200,000.00.

DocuSigned by:

APPROVED BY: Dr. Wazir Ishmael
City Manager

2/14/2022
Date:

Attachments: Original Agreement/BPA/PO

Supporting Documentation (Approval documentation for the award, Reso, City Manager memo, email correspondence, pricing quote, etc.)

Approved Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2022

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.

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).

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												
INSURER(S) AFFORDING COVERAGE													
INSURED Circuit Transit, Inc. 777 S Flagler Drive, Suite 800W West Palm Beach FL 33401	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : American Automobile Insurance Company</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER B : Insurance Company of the West</td> <td style="text-align: center;">21849</td> </tr> <tr> <td>INSURER C : Fireman's Fund Insurance Company of Hawaii, Inc</td> <td style="text-align: center;">27847</td> </tr> <tr> <td>INSURER D : Fireman's Fund Insurance Company of Ohio</td> <td style="text-align: center;">39500</td> </tr> <tr> <td>INSURER E :</td> <td style="text-align: center;">39640</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : American Automobile Insurance Company	NAIC #	INSURER B : Insurance Company of the West	21849	INSURER C : Fireman's Fund Insurance Company of Hawaii, Inc	27847	INSURER D : Fireman's Fund Insurance Company of Ohio	39500	INSURER E :	39640	INSURER F :	
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INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 834917399**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <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: </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS </div> </div>	Y	Y	USC016194210	5/13/2021	5/13/2022	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS </div> </div>	Y	Y	SCV009957-21-01	5/13/2021	5/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ </div> <div> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS </div> </div>			USC01271721U	5/13/2021	5/13/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	Y	WFL5046725 02	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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			USC02209821U	5/13/2021	5/13/2022	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)

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.

CERTIFICATE HOLDER**CANCELLATION**

City of Hollywood 2600 Hollywood Blvd Hollywood FL 330229045 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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From: [Mark Johnson](#)
To: [Robert Lowery](#)
Cc: [Steve Stewart](#)
Subject: Circuit_COI_Hollywood_21-22.pdf
Date: Wednesday, January 26, 2022 8:26:35 AM
Attachments: [Circuit_COI_Hollywood_21-22.pdf](#)
[Circuit Transit Contract \(005\).pdf](#)

Good morning Robert - the COI has been approved (see email below from Horace). Please let me know if you need anything else in order to route the 120 day extension memorandum to the CM for approval

Truly

MJ

From: Horace McLarty
Sent: Wednesday, January 26, 2022 8:12 AM
To: Mark Johnson <mljohnson@hollywoodfl.org>
Cc: Tanya Bouloy <TBouloy@hollywoodfl.org>; Tammie L. Hechler <THECHLER@hollywoodfl.org>; Tami Thornton <TTHORNTON@hollywoodfl.org>
Subject: FW: Circuit_COI_Hollywood_21-22.pdf

COI approved.

Going forward, please send all insurance matters to Tanya Bouloy for review/approval. You may copy me on the requests if you wish and I will ensure that Tanya receives them.

From: Mark Johnson
Sent: Tuesday, January 25, 2022 12:41 PM
To: Horace McLarty <HMCLARTY@hollywoodfl.org>
Subject: Circuit_COI_Hollywood_21-22.pdf

Hi Horace

Please can you review and approve the attached COI for Circuit Transit - we are requesting a 120 day extension of their contract. They are providing circulator/on demand micro transit transportation services

Thanks
Mark

RESOLUTION NO. R-2021-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE SECOND RENEWAL OF THE AGREEMENT WITH CIRCUIT TRANSIT INC., FORMALLY KNOWN AS THE FREE RIDE, FOR CIRCULATOR SERVICES UNDER THE SAME TERMS AND CONDITIONS IN AN ESTIMATED ANNUAL AMOUNT OF \$885,360.00.

WHEREAS, on October 17, 2018, the 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, the City's parking garages and City Hall for an initial one year period with the option to renew for three additional one year periods; and

WHEREAS, the original agreement commenced on March 4, 2019 and expired on March 3, 2020; and

WHEREAS, on May 20, 2020, the City Commission passed and adopted Resolution No. R-2020-105 that authorized the first renewal of the agreement for a one year period that expired on March 3, 2021; and

WHEREAS, due to the current state of events relating to the COVID-19 virus, the City Manager, pursuant to Section 38.48(B) of the Procurement Code, extended the current agreement for operational purposes for a period of 120 days, which brings the agreement end date to July 2, 2021; and

WHEREAS, the parties desire to exercise the second renewal period, which will bring the agreement through March 4, 2022; and

WHEREAS, Circuit continues to provide satisfactory services for circulator efforts to residents and tourists as well as providing essential services during the COVID-19 pandemic; and

WHEREAS, as established in 2019, the circulator services continue to be jointly funded by the CRA and the City; and

WHEREAS, Section 38.49(C)(1) of the City Code provides that, when a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal exceeds \$250,000.00, only the City Commission is authorized to approve such renewals; and

WHEREAS, funding for this agreement will be shared as follows: CRA will contribute 2/3rd of costs from account numbers 163.638504.55200.548060.000000.000.000 and 166.668602.55200.548060.000000.000.000, and the City will contribute the remaining 1/3 of the cost which is available, in account number 336.140201.54100.531170.000000.000.000; and

WHEREAS, the CRA will seek approval for its contribution amount through the CRA Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it authorizes and approves the second renewal of the Professional Services Contract for Circulator Services commencing on March 5, 2021 through March 4, 2022 with Circuit Transit Inc., under the same terms and conditions of the Agreement.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 5 day of May, 2021.



JOSH LEVY, MAYOR

ATTEST



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY

R-2018-335

Downtown Circulator

10/17/18

**PROFESSIONAL SERVICES CONTRACT
FOR OPERATION OF DOWNTOWN CIRCULATOR**

THIS CONTRACT is being entered into this 4 day of MARCH, 2019 (hereinafter the "Effective Date"), by and between the CITY OF Hollywood (hereinafter the "City"), a municipal corporation of the State of Florida and TFR Transit Inc., a/k/a The Free Ride (hereinafter the "Company"), [a corporation organized and existing under the laws of the State of Florida], [a partnership consisting of _____], [an individual doing business as _____, of the City of _____, in the State of _____], [a limited liability company] having its principal office at Insert address.

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 circulator service in the Service Areas as defined in Exhibit "C" and RFP No. 4579-18-PB. This Contract along with the City's RFP No. 4579-18-PB and the Company's proposal 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" - City's RFP No. 4579-18-PB
 - (ii) Attachment 1 to Exhibit "A"- Additional Scope of Work
 - (iii) Exhibit "B" - The Free Ride Company's Proposal/Oral Presentation
 - (iv) Attachment 1 to Exhibit "B"- Certificate Disclosure of Ownership/Principals
 - (v) Exhibit "C" – Service Areas and Routes
 - (vi) Exhibit "D"- Pricing
 - (vii) Exhibit "E"- Revenue Sharing

A-2 Contract Amount

The Contract Amount shall not exceed \$885,000 USD for the performance period. The pricing allocation for the circulator services are based upon the breakdown set forth in Exhibit "D". The cost for all items as quoted shall remain firm for the first term of the contract. Subsequently, Cost Adjustments for the Contract shall be as set forth in Exhibit "A" Section 1.70 and/or Pricing Revisions for the Contract shall be set forth in section C-3 "Pricing Revisions" herein.

A-3 Performance Period

- (a) The performance period commences from the Effective Date plus 120 days and continues through March 4, 2020. 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 of this Contract.

SECTION B – Statement of Work

B-1 Scope of Work

Services will be provided in accordance with the Scope of Work set forth in Exhibits "A", "B" and Attachment 1 to Exhibit "A".

SECTION C – Special Conditions

C-1 Project Manager/Company Representative

- (a) The City designates the City Engineer as the Project Manager for this Contract. 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 James Mirras as the Company Representative for this Contract. 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 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 D – Pricing" to this Contract.
- (c) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

C-3 Pricing Revisions

- (a) After the initial term, any pricing revisions to the pricing rates set forth in Exhibit "D" will require an amendment to the Contract and shall be based upon the reasons below:
 - Change in minimum wage
 - Approved decision for types of vehicles
 - Approved decision to add additional vehicles
 - Approved decision to add service hours

The parties hereby agree that the contract price is based upon the number of service hours, the number of vehicles and the number of days of operation for the service, whereby the total Contract Amount will be based upon these factors.

- (b) Each pricing revision permitted herein may 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 revision will be governed by the City's Purchasing Ordinance and dependent upon the revisions, City Commission approval may be required along with an amendment to the Contract.
- (c) Any pricing revision permitted pursuant to this section may be delayed or denied if the Company fails to submit a written request, or fails to provide adequate documentation in support thereof.

C-4 Invoices

The Company will submit a detailed invoice to the City to be defined by 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) against which charges are made; and,
- (iv) performance dates, number of vehicles, and hours of service covered by the invoice.

- (v) service credits offered from advertising dollars received by the Company, along with documentation substantiating the service credits and revenue to be received by the City (i.e. – advertiser name, agreements etc.).
- (vi) Invoices are to be emailed to AccountsPayable@hollywoodfl.org

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 45 calendar days in accordance with the Florida Prompt Payment Act.. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

AccountsPayable@hollywoodfl.org

C-5 Insurance

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the below coverage(s). The below coverages shall supersede the insurance coverage limits set forth in Exhibit "A" only. All other requirements relating to insurance coverage shall adhere to the provisions in Exhibit "A" Section 1.56.

General Liability

General liability insurance to cover liability for bodily injury and property damage. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

Each Occurrence	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Products Comp/OP	\$1,000,000
General Aggregate	\$1,000,000

The City of Hollywood shall be named as an Additional Insured.

Automobile Liability

Coverage shall be for all owned, non-owned and hired vehicles with not less than the following limits:

Combined Single Limit:	\$1,000,000
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The City of Hollywood shall be named as an Additional Insured for the Automobile Liability Insurance.

Workers Compensation

Workers compensation insurance covering the contractor and the contractor's employees not less than the following limits:

Bodily Injury by Accident - \$100,000

Bodily Injury by Policy Limit - \$500,000

Bodily Injury by Employee - \$100,000

Company shall adhere to the insurance requirements as set forth in Exhibit "A" and submit certificates of insurance to:

City of Hollywood
Procurement Services, Room # 303

2600 Hollywood Blvd
PO Box 229045
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.

- (b) 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. Each insurance carrier's rating as shown in the latest A.M. Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain A.M. Best's Key a minimum rating of A- VII. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (c) 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.
- (d) The Company is encouraged to purchase any additional insurance it deems necessary. However, the City reserves the right to require additional insurance in order to meet the full value of the Contract.
- (e) 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, Luis Lopez
City Engineer, Room 308
2600 Hollywood Blvd.

Hollywood, FL 33020
 City of Hollywood
 Email: llopez@hollywoodfl.org

WITH A COPY TO:

City Attorney
 2600 Hollywood Blvd., Rm. 407
 Hollywood, FL 33020

FOR THE COMPANY:

Attn: James Mirras
 TFR Transit Inc
 777 S. Flagler Drive, Suite 800w
 West Palm Beach, FL 33401
 Fax: 631-725-8262
 Email: anita@thefreeride.com

- (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 Buyer 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

This Contract shall be governed by the Termination for Convenience and Suspension of Work provision in Exhibit "A" Section 1.62. 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 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 "A" 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 10 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 "A" 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 "A" Section 1.34.
- (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.
- (e) In the event that City fails to perform any of its obligations under this Contract, the Company may terminate this Contract for cause if the City fails to cure any event of default within 90 days after written notice from the Company identifying the breach. Notice of termination shall be in accordance with the Notice provisions of this Contract.

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. Limitation of Funding includes the provisions as set forth in Exhibit "A" Section 1.69.

D-7 Changes – Service Area and Routes

- (a) The City may at any time, by written modification to this Contract, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (b) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written modification

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

(a) 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 act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract. 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 Contract. 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.

(b) 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 "A", Section 1.47.

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 "A" Section 1.28. 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.
- (b) 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.
- (c) 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 it to 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.

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 PAUL BASSAR, DIRECTOR OF PROCUREMENT AT (954)921-PBASSAR@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. 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 shall be governed by the Governing Law provision in Exhibit "A" Section 1.42. Also, 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

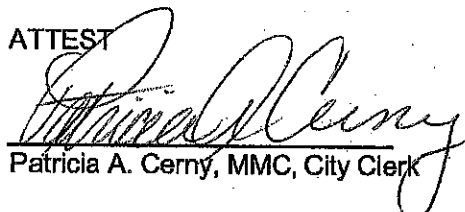
This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon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

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

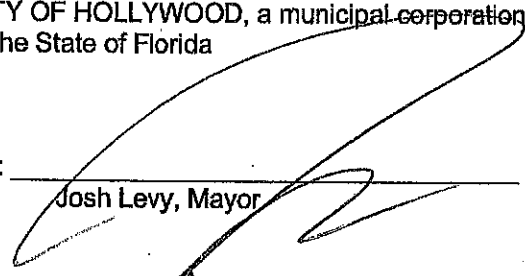
ATTEST


Patricia A. Cerny, MMC, City Clerk

Approved As To Form & Legal Sufficiency
for the use and reliance of the City of Hollywood,
Florida, only.

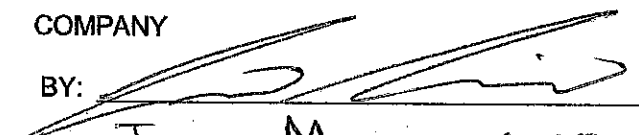

Douglas R. Gonzales, City Attorney *DR*

CITY OF HOLLYWOOD, a municipal corporation
of the State of Florida

BY: 
Josh Levy, Mayor

Approved By: 
Cintya Ramos, Director of
Financial Services

COMPANY

BY: 
James Mirras, COO &
Co-Founder

ATTACHMENT 1 TO EXHIBIT "A"– ADDITIONAL SCOPE OF WORK

In accordance with the Scope of Work outlined in Exhibit "A", Company shall provide a year-round circulator transportation program for the service areas set forth in Exhibit "C" for the general public. This program may include supplementary services during special events requiring vehicles, personnel and resources of Company. The circulator services may also expand to other areas of the City pursuant to Exhibit "C" to support mobility options and reduction of traffic congestion as determined by the City and with consultation of the Hollywood Community Redevelopment Agency ("CRA").

The Company shall develop, implement and manage a circulator shuttle service in the service area identified in Exhibit "C". The circulator service will have the ability to be on demand and include a fixed route as specified in Exhibit "C".

The circulator service shall:

- Operate the approximate service area of Downtown Hollywood, Hollywood Beach, and City Parking Garages as outlined in Exhibit "C".
- Ability to supplement 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 Offeror 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 with which the user will be able to locate his or her position and contact the next approaching Circulator Vehicle with approximate wait times.
- Provide circulator service that is free to the users.

Phase 1 - The Phase 1 start-up of the service will be on demand and may be extended to include a fixed route based on demonstrated need and availability of funding. The service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate throughout downtown Hollywood and to the Beach. The Circulator Service shall be fully operational 120 days from the Effective Date. For purposes of this Contract, full operational shall include but not be limited to vehicle procurement, financial operating plan, sufficient liability coverage and mobile application. Although Company will be fully operational within 120 days from the Effective Date, Company will provide partial circulator services for 50 % capacity within 60 days from the Effective Date for the service areas and routes set forth in Exhibit "C".

Phase 2 - Service will be adjusted based upon needs identified from 6 months data and the availability of funds. Once six months of data is received and analyzed per specifications in Data Reporting, City and Company shall meet and negotiate terms for year two of initial performance period. Ridership, service levels, service area, number of vehicles, ad 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

- a. Company to provide a mobile application, which allows riders to request pick up.
- b. At no cost to the City, Company shall maintain updates to the application, which shall be compatible to smart phones and other mobile devices.
- c. Provide users with approximate time until pick up.
- d. Allow users to rate drivers, and provide feedback.
- e. Feature a Google maps based map (or equivalent) that identifies the boundaries of the Service Area.
- f. After a ride request has been accepted by a driver, depict the real-time location of the driver's vehicle on a map of the Service Area.
- g. Ability to track party and usage data. City staff will also have ability to track data. City staff will also have the ability to track party and usage data.

1.2 Marketing and Branding

- a. In coordination with the City of Hollywood, Company shall 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 shall 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 shall 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. All vehicles shall adhere to requirements set forth in Exhibit "A".
 - i. Fleet Size. Unless the parties agree otherwise, Company will acquire and operate at its own expense no fewer than 10 vehicles as part of the Circulator Service. Company shall maintain and operate vehicles to satisfy the minimum levels of service as more specifically set forth in Exhibit "D" as well as ADA accessibility requirements.
- b. Specifications. All vehicles will:
 - i. i. Comply with all applicable laws and regulations.
 - ii. Meet all safety standards established by applicable law or regulation.
 - iii. 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 will 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 shall 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 shall obtain and maintain proper licensing and registration of all vehicles at all times.
- e. Charging. Company, at its sole expenses, shall acquire and maintain charging stations for vehicles. Company shall 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 may provide surface parking in an area west of Dixie Hwy and operation space in a City-owned parking facility during operational hours. Company will be responsible for storing and securing vehicles during times of non-operation.
- g. Maintenance and replacement. Company at its sole expense, shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations and as set forth in Exhibit "A". Vehicles shall be free of graffiti, vandalism, defacement and other damage to the satisfaction of the City. Company will replace any vehicle at its sole expense when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations or the vehicles are no longer able to be maintained in accordance with the requirements of this Contract. Company to use its best efforts to restore non-operational vehicles within 10 business days from the date of any incident requiring the vehicle to be removed from operation. Company shall provide verbal and written notice to the City of any delay in restoring a non-operational vehicle that extends beyond 10 business days from the date of malfunction. If the City determines that any such delay is due to 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 shall provide sufficient staffing to maintain levels of service required by this Contract. All persons providing 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. Company shall ensure Drivers meet minimum requirements set forth in Exhibit "A".
- b. Drivers. Company shall 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 a driver with more than three 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.

1.5 Attaining and Maintaining Levels of Service (LOS)

- a. General. Company shall provide LOS that meets customer demands at all times of Service operations. Service Level review. Company and City shall meet at least annually to review LOS and determine if any adjustments are necessary and any agreed upon adjustments shall be made in writing.

1.6 Trip Sharing

- a. The Services may permit drivers to transport more than one party but no more than five parties 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 shall 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 shall 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. The parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to while operating the vehicles for the service provided pursuant to this Contract and in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
- 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 shall 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.
- f.

1.8 Operating Hours

- a. Refer to Exhibit D

1.9 Levels of Service Reporting

- a. Company shall provide the City with monthly, quarterly and annual level of service reports. Upon request by the City, Company shall provide the City with weekly level of service reports.
- b. Reports to include:
 - i. Number of parties on a daily, weekly and monthly basis
 - ii. Number of vehicles not in operation on a daily, weekly and monthly basis
 - iii. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
 - iv. Average trip duration on a daily, weekly and monthly basis.
 - v. Pick-up and drop off location for each trip.
 - vi. Average number of passengers per party per trip.
 - vii. Average number of parties per trip.
 - viii. Number of passenger complaints received on a daily, weekly and monthly basis.
- c. Quarterly Reports
- d. Annual Reports

1.10 Operational/Financial Report Within 30 days after each month, quarter and year, as applicable and in accordance with Exhibit "A", Company shall submit to the 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 Financial Terms

- a. For all advertising revenues refer to Exhibit E.

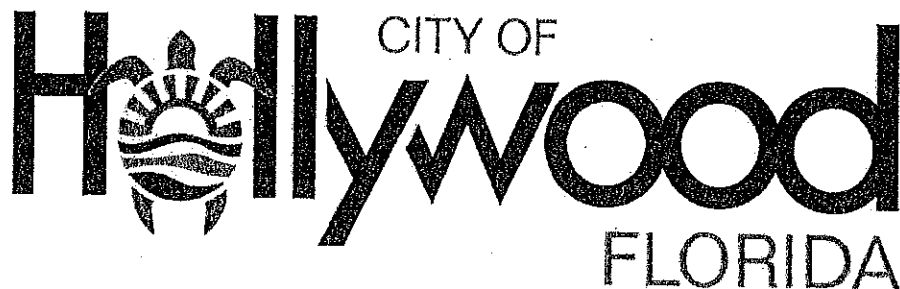
EXHIBIT "A"
CITY'S RFP NO. 4579-18-PB

Downtown Circulator

EXHIBIT "A"
CITY'S RFP NO. 4579-18-PB

Issue Date

City of Hollywood, Florida
Solicitation # RFP 4579 18 PB



**Transportation Circulator Services
Solicitation RFP 4579 18 PB**

Issue Date: 3/26/2018

Closing Date: 4/23/2018

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

City of Hollywood, Florida

Issue DateSolicitation # RFP 4579 18 PB**ACKNOWLEDGMENT AND SIGNATURE PAGE**

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): _____ Federal Tax Identification Number: _____

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

Phone Number (include area code): _____ Fax Number (include area code): _____

Company's Internet Web Address: _____

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.

Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: _____

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.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FROM THE AWARD PROCESS.

City of Hollywood, Florida

Issue Date

Solicitation # RFP 4579 18 PB

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



A.

**Bid/Proposal Name: Transportation
Circulator Services**

**Bid/Proposal Number: RFP 4579 18
PB**

**Bid/Proposal Opening Date:
4/23/2018**

RESPONSE MUST INCLUDE:

One (1) original

Five (5) Copies

One (1) complete electronic copy (CD)

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

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.

City of Hollywood, Florida

Issue Date

Solicitation # RFP 4579 18 PB

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-bid 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, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

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

PROCUREMENT SERVICES CONTACT INFORMATION:

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Janice English, Procurement Contracts Officer at jenglish@hollywoodfl.org or by phone at (954) 921-3345, or Jenny Castano, Procurement Specialist at jecastano@hollywoodfl.org or by phone at 954-921-3553, or Paul Bassar, Contract Compliance Officer, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3628, or his designee. Such contact is to be for clarification purposes only. It is preferred that all other questions be submitted in writing via BidSync.

INTRODUCTION

The City of Hollywood is looking for a transportation provider who can provide transporting services; in the Downtown Hollywood area, Hollywood Beach, and from city parking garages throughout the City

BACKGROUND INFORMATION

The Hollywood City Commission asked Staff to investigate the idea of adding a transportation service to transport patrons from motels/hotels along Federal Highway (US-1) to Hollywood Beach and Downtown. Federal Highway Business data indicates that there are approximately 30 hotels/motels along the Federal Highway corridor (Sheridan at the north and Pembroke Rd at the south). A consortium of hotel/motel owners along South Federal Highway asked that a shuttle service be provided for their guests to reach their destination of Downtown Hollywood or Hollywood Beach. An informal survey was conducted among the owners and operators of the hospitality establishments along South Federal Highway. The average length of stay is one week to one month. The primary destination of visitors is Downtown & The Hollywood Beach Broadwalk. The majority responded that a trolley/shuttle service would very likely be used by their guests.

Tandem with this request was a request for the Parking Division and CRA to assess the feasibility of introducing a circulator to transport passengers from the City parking garages in Downtown Hollywood and Hollywood Beach to their destinations. Both requests signaled an opportunity to introduce a transportation circulator that could accomplish both objectives.

CURRENT ENVIRONMENT

- 1) The strategic objective of this initiative is to identify and implement a sustainable hyper-local transportation 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.
- 2) Currently there is trolley system, funded by the Hollywood CRA which operates in the Downtown area and on Hollywood Beach. The Hollywood Trolley provides a public transportation service to improve mobility, enhance the visitor experience, and ease parking demand and traffic congestion. This service is funded by the Hollywood Community Redevelopment Agency (CRA) and its funding partner Broward County. There is also a 'Train to Trolley' shuttle which provides service from the Hollywood Tri-Rail Station to Downtown Hollywood. This service is funded by the Hollywood CRA and through a Public Transport Service Development Grant from the Florida Department of Transportation. In addition, there are Broward County buses, routes #1, 4, 7, 9 and US1 Breeze, providing services on a daily basis.

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- 3) There are two Constraints. (1) There are limited funds to support this project. (2) The speed limit on Hollywood Blvd. between 13th Avenue and the Hollywood Bridge is currently set to 40 MPH, which prohibits the use of certain transportation services that cannot travel on roads with posted speeds greater than 35 MPH. The City/CRA will assist in working with the Florida Department of Transportation to reduce speeds to desired level.
- 4) The users of this service will be anyone who visits, works, or lives in the downtown or Hollywood beach area. Other users include patrons to special events, concerts, and other venues held at the Park or on the beach. Stakeholders include City, CRA, Downtown and Beach Businesses, Hotel/Motel owners.

GOALS AND OBJECTIVES

The goal and objective of this service is for it to be the solution to the first & last mile for commuters using other transportation options. It is a goal to provide Sustainable/environmentally friendly transportation service that can shuttle passengers from a parking garage or destination to another destination swiftly; provide a transportation service that safely transports people from one point to the next; that the transportation service provides courteous customer service and that drivers act as ambassadors of the City helping people understand the local environment, public venues to visit, etc.; The goal is for continuous transportation service that meets current and future demand of people particularly during peak hours and special events in the downtown and beach areas. A cost-effective transportation service that demonstrates a return on the investment with regards to funds spent is an important objective. A goal is to introduce a vibrant mobility option that reflects the excitement of downtown, compliment the arts/dining scene, and the City' beach destination.

SCOPE OF WORK

Provide a year round circulator transportation program along the US1/Federal Highway Corridor, Historic Downtown, and Hollywood Beach areas, for the general public that is 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 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 and provider.

DELIVERABLES

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Deliverable	Contents	Frequency	
Auditing tools to track use.	<ul style="list-style-type: none"> -Ridership totals -Service heat maps with zone usage -Demand and capacity analytics -Driver performance metrics, such as: ridership, capacity by hour, wait times for riders by hour 	Monthly	
Reliable Transportation	A defined transportation program for the downtown and beach areas.	As agreed upon between the City/CRA and the recipient of the RFP.	

List and briefly describe all project deliverables, whether product, service or result.

RFP MILESTONES

List the major project milestones and their estimated delivery dates.

RFP Milestones	Estimated Delivery Date
RFP Release	3/26/2018
RFP Close	4/23/2018
Evaluation/Recommendation Process	4/23/2018 – 4/26/2018
Commission Review/Approval	5/16/2018
Completion w/Executed Agreement	June 2018

PERIOD OF PERFORMANCE

Base Year

6/1/2018 – 5/31/2019

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Option Period 1	6/1/2019 – 5/31/2020
Option Period 2	6/1/2020 – 5/31/2021
Option Period 3	6/1/2021 – 5/31/2022

Executed Date will begin the period of performance.

PLACE/SCHEDULE OF PERFORMANCE

Initial service will be within the limits of the service area described in the Place of Performance section below. These service areas are subject to change and may expand depending on the needs and conditions determined by the City/CRA.

PLACE OF PERFORMANCE:

Downtown Hollywood, Hollywood Beach and the U.S. 1/Federal Highway Corridor.

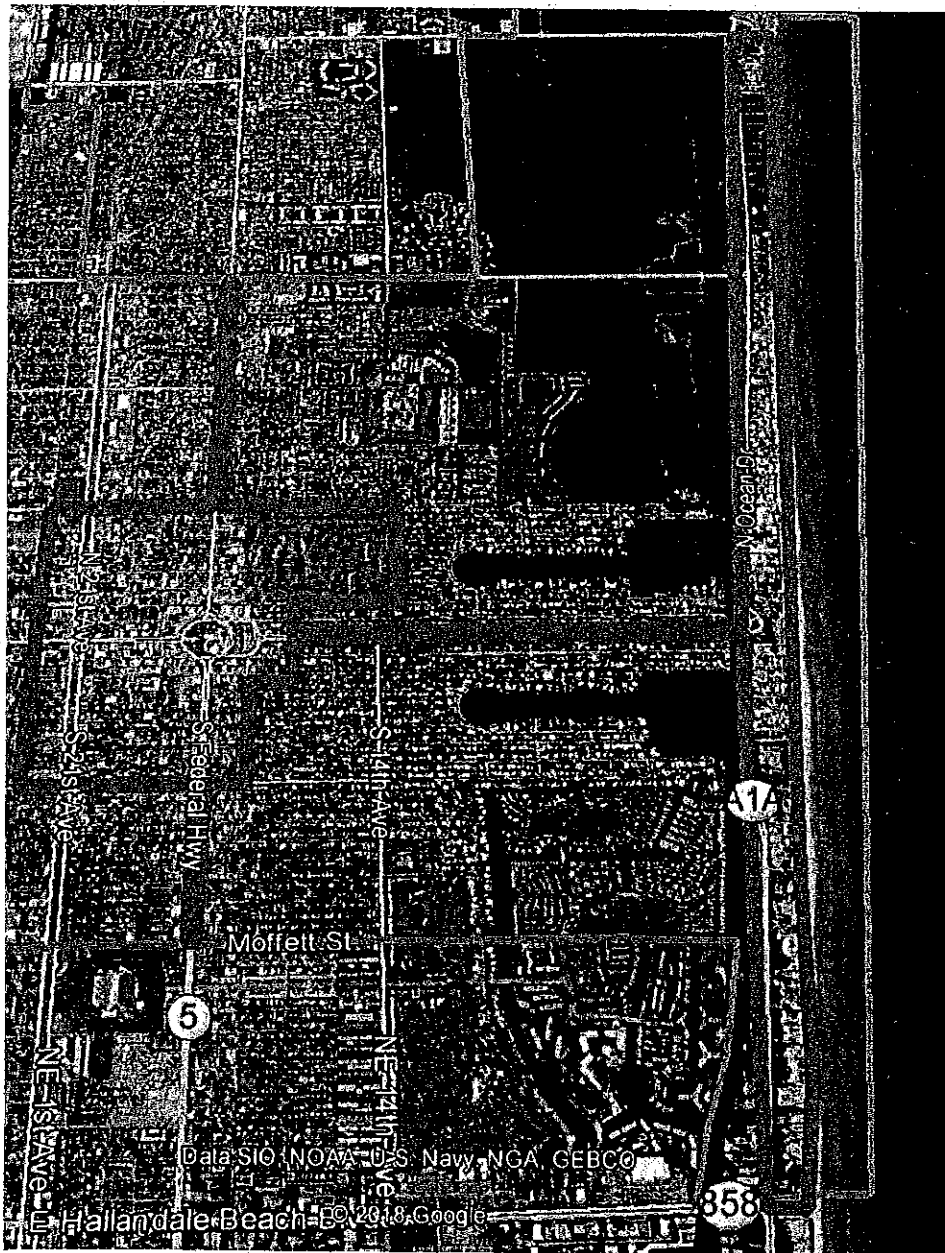
The Downtown CRA District is approximately 580 acres and extends from 22nd Avenue on the west to generally 17th Avenue on the east, Johnson Street on the north and Washington Street on the south (view map).

US1 Federal Highway Corridor: to the North Sheridan Street and to the South Washington Street

The Hollywood Beach is located on the barrier island and is bounded by Hallandale Beach Boulevard on the South, Dania Beach Boulevard on the North, from the Intracoastal Waterway to the Atlantic Ocean (view map).

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, overcome challenge.



SERVICES REQUIRED

1. Vehicles

The use of environmentally friendly vehicles is **preferred**. Some of the vehicles must meet required ADA compliance standards. The vendor will provide the necessary vehicles, staff, and resources to service the following estimated schedule throughout the term of the contract. There is no need to have vehicles equipped with GPS units.

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2. Drivers

Vendor 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.

Ability to converse in English is required. Bilingual drivers and other languages (French and Spanish) is desirable, but not required.

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 throughout the term of the contract.

3. Uniforms

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

4. Vehicle Storage and Maintenance

The vendor will be responsible for appropriate storage and maintenance of vehicles provided for this effort.

5. Vehicle Replacement

The vendor 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)

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INSURANCE LIABILITY REQUIREMENT

Prior to the commencement of work governed by this contract, the Contractor shall obtain the following insurance. Coverage shall be maintained throughout the life of the contract. The Contractor shall furnish original certificates to the City's Procurement Director and receive approval by the City's Risk Manager, prior to the commencement of any work.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company must maintain a minimum rating of A-, V11, as assigned by the A.M. Best Company.

If applicable, any sub-contractor(s) used by the contractor shall supply such similar insurance required of the contractor. Such certificate shall name the City as additional insured.

Cancellation

Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

General Liability

General liability insurance to cover liability for bodily injury and property damage. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

Each Occurrence	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Products Comp/OP	\$1,000,000
General Aggregate	\$1,000,000

The City of Hollywood shall be named as an Additional Insured.

Automobile Liability

Coverage shall be for all owned, non-owned and hired vehicles with not less than the following limits:

Combined Single Limit: \$2,000,000

The City of Hollywood shall be named as an Additional Insured.

Workers Compensation

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Workers compensation insurance covering the contractor and the contractor's employees not less than the following limits:

Bodily Injury by Accident - \$100,000

Bodily Injury by Policy Limit - \$500,000

Bodily Injury by Employee - \$100,000

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

PROJECT RISKS

From a high-level perspective, below are risks that the City has identified implementing the circulator project. NOTE Offerors can include Risks and their mitigation plan in addition to what the City has provided. One of the Evaluation Factors for this RFP is for the offeror to present a risk mitigation plan. The more detailed the offeror's mitigation plan will determine the weighted score for this Factor.

Risks	Risk Level: High, Medium, Low	Offerors Mitigation Plan	
Safety of Riders.	H		
Safety and Security of personal belongings of riders and driver.	H		
Heat, Rain, weather challenges.	M		

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Maintaining a reliable, consistent schedule of service.	H		
Maintaining qualified drivers.	H		
Keeping vehicles operational.	H		
Vandalism or theft of the vehicles.	M		
Vehicular accidents with automobiles, cyclists, pedestrians while on route.	H		

EVALUATION CRITERIA**Evaluation Criteria:****Evaluation Factor 1: Vendor Relevant Work Experience (15 points):**

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 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.

Evaluation Factor 2: Vendor Methodology (15 points)

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 their recruiting effort for maintaining qualified drivers, and detail how they will include additional vehicles if the City expands the route.

Evaluation Factor 3: Vendor Capabilities (10 points):

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.

Evaluation Factor 4: ADA Compliance (5 points)

The contractor shall provide details on how their proposed vehicles meets ADA requirements

Evaluation Factor 5: Greening initiatives (5 points)

The contractor shall provide details on any greening initiatives that they will use for this effort.

Evaluation Factor 6: Drivers Qualifications (10 points)

The contractor shall provide the requirements/certifications/training requirements for their drivers. NOTE minimum requirement by the City is that all drivers must have a valid FL driver, pass a drug screening test, and have a favorable background investigation.

Evaluation Factor 7: Maintenance/recovery plan (10 points)

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 provide a response to this scenario: A vehicle breaks down in the middle of the afternoon (week day) temperature is 95 degrees and the vehicle has a mixture of passengers; elderly, middle aged, children, and infants—explain the course of action that would be taken?

Evaluation Factor 8: Risk Mitigation Plan (10 points)

The contractor must provide a risk mitigation plan on potential risks that may occur with this Effort and the steps they will take to reduce the risk level.

Evaluation Factor 9: Pricing (20 points)

The contractor must provide a Fixed Pricing Rate for this Effort to include direct and indirect 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.

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Pricing*NOTE: CREATIVE PRICING IS ENCOURAGED AND WELCOMED BY THE CITY.*

Base Year:

	Monthly Fixed Rate	Total 12 Months	
<u>Circulator Service</u> Downtown Hollywood	\$0.00	\$0.00	
<u>Circulator Service</u> US1 Corridor	\$0.00	\$0.00	
<u>Circulator Service</u> Hollywood Beach	\$0.00	\$0.00	
<u>Circulator Service</u> Special Events	\$0.00 (Per Hour)	\$0.00	
TOTAL BASE YEAR:			

Option Year 1:

	Monthly Fixed Rate	Total 12 Months	
<u>Circulator Service</u> Downtown Hollywood	\$0.00	\$0.00	
<u>Circulator Service</u> US1 Corridor	\$0.00	\$0.00	
<u>Circulator Service</u> Hollywood Beach	\$0.00	\$0.00	
<u>Circulator Service</u> Special Events	\$0.00 (Per Hour)	\$0.00	
TOTAL OY YEAR:			

Option Year 2:

	Monthly Fixed Rate	Total 12 Months	
<u>Circulator Service</u> Downtown Hollywood	\$0.00	\$0.00	
<u>Circulator Service</u> US1 Corridor	\$0.00	\$0.00	
<u>Circulator Service</u> Hollywood Beach	\$0.00	\$0.00	
<u>Circulator Service</u> Special Events	\$0.00 (Per Hour)	\$0.00	
TOTAL OY 2:			

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Option Year 3:

	Monthly Fixed Rate	Total 12 Months	
<u>Circulator Service</u> Downtown Hollywood	\$0.00	\$0.00	
<u>Circulator Service</u> US1 Corridor	\$0.00	\$0.00	
<u>Circulator Service</u> Hollywood Beach	\$0.00	\$0.00	
<u>Circulator Service</u> Special Events	\$0.00 (Per Hour)	\$0.00	
TOTAL OY 3:			

Option Year 4:

	Monthly Rate	Total 12 Months	
<u>Circulator Service</u> Downtown Hollywood	\$0.00	\$0.00	
<u>Circulator Service</u> US1 Corridor	\$0.00	\$0.00	
<u>Circulator Service</u> Hollywood Beach	\$0.00	\$0.00	
<u>Circulator Service</u> Special Events	\$0.00 (Per Hour)	\$0.00	
TOTAL OY 4:			
TOTAL COST FOR Circulator Service			\$0.00

EVALUATION PROCESS:

This solicitation is a Request for Proposals. Proposals shall be evaluated and scored by City of Hollywood and CRA staff based off of the evaluation factors. Initial score evaluations may result in a "short list." From a "short list" the evaluation committee may require oral presentations to further evaluate and consider vendor's proposals. If Oral presentations are required, vendors will be notified and given instructions for the oral presentation. Following the initial evaluation, offerors may be requested to submit additional information in writing, by telephone or by a meeting with the Director of Procurement and Contract Compliance. NOTE, should Oral presentations be required of short listed vendors—the evaluation committee may base their final recommendation on satisfactory level of the oral presentation.

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After the evaluation committee has determined the best qualified vendor—a recommendation will be made to the City Commission. The City Commission may require additional information or a presentation from vendors. The City Commission will then make a decision. A decision can be made to begin negotiations.

Negotiations shall be conducted with the selected offeror(s) and an award shall be made to the offeror(s) that has provided the best value proposal as approved by the City Commission. The City of Hollywood and CRA shall engage in individual discussions with Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal discussions shall be permissible. During the negotiation process, the Purchasing Department may request all offerors still under consideration for award, to submit a **Best and Final Offer**.

The City of Hollywood and CRA may re-open negotiations with next most qualified Offeror, and so on, until a contract satisfactory and advantageous to the City of Hollywood and CRA have been negotiated.

The City of Hollywood and CRA reserve the right to reject any and all proposals without explanation. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City of Hollywood and CRA shall recommend to the City Commission their opinion on which offeror, has provided the best value proposal for the Circulator Effort.

INVOICE PROCEDURES

All invoices must be submitted to AccountsPayable@hollywoodfl.org

Or Mailed To: Financial Services-2600 Hollywood Blvd. Room 119, Hollywood, FL 33020

POINT OF CONTACT

Paul A Bassar

Director of Procurement and Contract Compliance

pbassar@hollywoodfl.org

(954) 921 3628

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ACCEPTANCE

Date: _____

By initialing each page and signing below, I _____, in my capacity
as _____, of _____ agree to and

Accept the terms set forth in this Statement of Work.

(Insert Name of Organization)

By: _____
Signature

Printed Name and Title

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1.0 GENERAL TERMS AND CONDITIONS

1.1 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 Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (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 request for proposals 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 request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's 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.

1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their 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 RFP 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.

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the 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 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 RFP. However, this exemption does not apply to suppliers to the City in their (supplier)

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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.

1.4 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 proposal, it shall be construed that the 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 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.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to 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 RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP 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 proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSALS

The City may reject a 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 proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

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

1.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

1.8 PROPOSALS TO REMAIN OPEN

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

Extensions of time when 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.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP 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 RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. 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 RFP(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 RFP or otherwise.

1.13 QUALIFICATIONS OF PROPOSERS

No 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 Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

1.14 CONSIDERATION OF PROPOSALS

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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 proposal of an "equal" will be considered, provided that the Vendor states in his 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 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.

1.15 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 RFP, shall be grounds for deeming the Proposer and/or the Proposer's 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.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any 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 RFP.

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

The City reserves the right to accept or reject any and all 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 proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the 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.

1.17 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.

1.18 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.

1.19 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.

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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.

1.20 PREPARATION OF PROPOSALS

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

Requirements for Signing Proposal

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

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the 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 Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the

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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 Proposal Documents, and that the 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.

1.22 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 Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the 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 RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, 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 RFP, 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.

1.23 INFORMATION

PROCUREMENT SERVICES CONTACT INFORMATION:

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Paul Bassar, Director of Procurement and Contract Compliance at pbassar@hollywoodfl.org or by phone at 954-921-3628, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

1.24 PROPOSALS

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

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.

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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.

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after 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 Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

1.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all 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 Proposals. 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 Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the 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 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 Proposals are not intended to be exhaustive.

1.27 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 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.

1.28 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.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

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The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP 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.

1.30 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.

1.31 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.

1.32 COLLUSION

More than one 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 Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

1.33 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).

1.34 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.

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1.35 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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.

1.36 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more 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 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 the proposals will be followed if none of the tied vendors have a drug-free workplace program.

1.37 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 proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its 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.

1.38 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 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:

1. 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
2. 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

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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.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit 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.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

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

1.41 CONFIDENTIAL INFORMATION

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

1.42 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.

1.43 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.

1.44 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.

1.45 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.

1.46 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.

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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.

1.47 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.

1.48 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.

1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. 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 proposals are analyzed, organization(s) submitting 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 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 RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the 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 proposal or otherwise.

1.50 TRADEMARKS

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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.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

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

1.52 PROPOSAL PREPARATION COSTS

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

1.53 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 proposal.

1.54 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.

1.55 RIGHTS TO PERTINENT MATERIALS

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

1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation Insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.**
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

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.

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Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

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. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

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 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 RFP. 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 RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.57 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

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said changes

1.58 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 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.

1.59 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.

1.60 SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract

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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.

1.61 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.

1.62 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.

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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:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. 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;
5. 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:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. 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.

1.63 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:

1. The Proposer has not delivered deliverables on a timely basis;
2. 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;
3. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
4. 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;
5. The Proposer has failed to obtain the approval of the City where required by this Agreement;
6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
7. 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:

1. Treat such failure as a repudiation of this Agreement;

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2. 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.

1.64 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 sServices, 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.

1.65 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.

1.66 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.

1.67 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.

1.68 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.

1.69 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.

1.70 COST ADJUSTMENTS

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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.

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INSTRUCTIONS/SUBMISSION REQUIREMENTS:

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope using the label available provided in this document.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP NO.	RFP-4579 18 PB
TO BE OPENED:	3:00 P.M., 04/23/2018
AND ADDRESSED TO:	CITY OF HOLLYWOOD OFFICE OF THE CITY CLERK 2600 HOLLYWOOD BLVD., ROOM 221 HOLLYWOOD, FLORIDA 33020

AN ORIGINAL, CLEARLY IDENTIFIED, AND FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY (CD) OR FLASH-DRIVE OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

SUBMISSION REQUIREMENTS (CONTINUED)

The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

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The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

FORMAT

1. Title Page

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

4. Profile of Proposer

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
- d. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?

5. Provide a detailed response for all Evaluation Factors: NOTE the evaluation factors are weighted/scored.

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6. Sign and return all documents requiring signatures and provide a response to all questions
7. THOROUGHLY READ the entire solicitation package
8. Summary of the Proposer's Fee Statement.

The Proposal will show the fee schedule. Express your fee in a lump sum not-to-exceed maximum amount and a separate price for the components of the work shown in scope of service and include a chart of the rates which ties the project plan and milestones to hours assigned to the personnel. Additionally, indicate your expectations concerning reimbursement for travel, per diem expenses, photocopying, telephone lines or other incidental expenses, if applicable. If additional work is required beyond the scope of this contract, how would those services be billed? This may include additional presentations or follow-up as requested.

CLARIFICATIONS / QUESTIONS:

PROCUREMENT SERVICES CONTACT INFORMATION:

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Paul Bassar, Director of Procurement and Contract Compliance, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3628, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

OTHER CONSIDERATIONS

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.
2. All contact for information regarding the Proposal must be addressed to the City of Hollywood's Procurement Services Division. Over the course of this RFP process, related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.

Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional

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information is needed, he should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. All materials submitted in response to the RFP become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.
5. After initial review of the Proposals, the City may invite consultants for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.
6. Copies of Proposals submitted may not be viewed until thirty (30) days after RFP opening date.
7. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. The City also reserves the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.

Failure or refusal of the successful Proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such Proposer shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.

8. Vendors conducting business with the City of Hollywood whose business is located in the State of Florida, should be properly registered with the State of Florida Division of Corporations. Registration is a requirement to do business with the City of Hollywood,

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however, the State of Florida Division of Corporations registration process is not administered by the City. Please visit <http://sunbiz.org/> to register your company or for further question regarding registration.

9. 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 contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

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HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, 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.

SIGNATURE

PRINTED NAME

COMPANY OF NAME

DATE

Failure to sign or changes to this page shall render your bid non-responsive.

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NONCOLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid 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 Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____
Title**Failure to sign or changes to this page shall render your bid non-responsive.**

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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 _____
by _____ for _____
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is _____
and if applicable its Federal Employer Identification Number (FEIN) is _____. 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 a 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

City of Hollywood, Florida

Issue DateSolicitation # RFP 4579 18 PB

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 _____ day of _____, 20____.

Personally known _____

Or produced Identification _____ Notary Public-State of _____

(Type of identification) my commission expires __________
(Printed, typed or stamped commissioned
name of notary public)

Failure to sign or changes to this page shall render your bid non-responsive.

City of Hollywood, Florida

Issue Date

Solicitation # RFP 4579 18 PB

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) 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;
- (b) 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;
- (c) 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
- (d) 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.

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

Failure to sign or changes to this page shall render your bid non-responsive.

City of Hollywood, Florida

Issue DateSolicitation # RFP 4579 18 PB**DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE BIDS - 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 bids 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.

VENDOR'S SIGNATURE_____
PRINTED NAME_____
NAME OF COMPANY

City of Hollywood, Florida

Issue Date

Solicitation # RFP 4579 18 PB

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 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 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.

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

Failure to sign this page shall render your bid non-responsive.

City of Hollywood, Florida

Issue Date _____

Solicitation # RFP 4579 18 PB

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

1. **Q:** What was the dollar value of the contract?
A: _____
2. **Q:** Have there been any change orders, and if so, how many?
A: _____
3. **Q:** Did they perform on a timely basis as required by the agreement?
A: _____
4. **Q:** Was the project manager easy to get in contact with?
A: _____
5. **Q:** Would you use them again?
A: _____
6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)
A: ☐ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable
7. **Q:** Is there anything else we should know, that we have not asked?
A: _____

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____

Title: _____

Signature: _____ Date: _____

ATTACHMENT 1 TO EXHIBIT "A"– ADDITIONAL SCOPE OF WORK

In accordance with the Scope of Work outlined in Exhibit "A", Company shall provide a year-round circulator transportation program for the service areas set forth in Exhibit "C" for the general public. This program may include supplementary services during special events requiring vehicles, personnel and resources of Company. The circulator services may also expand to other areas of the City pursuant to Exhibit "C" to support mobility options and reduction of traffic congestion as determined by the City and with consultation of the Hollywood Community Redevelopment Agency ("CRA").

The Company shall develop, implement and manage a circulator shuttle service in the service area identified in Exhibit "C". The circulator service will have the ability to be on demand and include a fixed route as specified in Exhibit "C".

The circulator service shall:

- Operate the approximate service area of Downtown Hollywood, Hollywood Beach, and City Parking Garages as outlined in Exhibit "C".
- Ability to supplement 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 Offeror 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 with which the user will be able to locate his or her position and contact the next approaching Circulator Vehicle with approximate wait times.
- Provide circulator service that is free to the users.

Phase 1 - The Phase 1 start-up of the service will be on demand and may be extended to include a fixed route based on demonstrated need and availability of funding. The service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate throughout downtown Hollywood and to the Beach. The Circulator Service shall be fully operational 120 days from the Effective Date. For purposes of this Contract, full operational shall include but not be limited to vehicle procurement, financial operating plan, sufficient liability coverage and mobile application. Although Company will be fully operational within 120 days from the Effective Date, Company will provide partial circulator services for 50 % capacity within 60 days from the Effective Date for the service areas and routes set forth in Exhibit "C".

Phase 2 - Service will be adjusted based upon needs identified from 6 months data and the availability of funds. Once six months of data is received and analyzed per specifications in Data Reporting, City and Company shall meet and negotiate terms for year two of initial performance period. Ridership, service levels, service area, number of vehicles, ad 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

- a. Company to provide a mobile application, which allows riders to request pick up.
- b. At no cost to the City, Company shall maintain updates to the application, which shall be compatible to smart phones and other mobile devices.
- c. Provide users with approximate time until pick up.
- d. Allow users to rate drivers, and provide feedback.
- e. Feature a Google maps based map (or equivalent) that identifies the boundaries of the Service Area.
- f. After a ride request has been accepted by a driver, depict the real-time location of the driver's vehicle on a map of the Service Area.
- g. Ability to track party and usage data. City staff will also have ability to track data. City staff will also have the ability to track party and usage data.

1.2 Marketing and Branding

- a. In coordination with the City of Hollywood, Company shall 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 shall 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 shall 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. All vehicles shall adhere to requirements set forth in Exhibit "A".
 - i. Fleet Size. Unless the parties agree otherwise, Company will acquire and operate at its own expense no fewer than 10 vehicles as part of the Circulator Service. Company shall maintain and operate vehicles to satisfy the minimum levels of service as more specifically set forth in Exhibit "D" as well as ADA accessibility requirements.
- b. Specifications. All vehicles will:
 - i. Comply with all applicable laws and regulations.
 - ii. Meet all safety standards established by applicable law or regulation.
 - iii. 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 will 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 shall 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 shall obtain and maintain proper licensing and registration of all vehicles at all times.
- e. Charging. Company, at its sole expenses, shall acquire and maintain charging stations for vehicles. Company shall 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 may provide surface parking in an area west of Dixie Hwy and operation space in a City-owned parking facility during operational hours. Company will be responsible for storing and securing vehicles during times of non-operation.
- g. Maintenance and replacement. Company at its sole expense, shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations and as set forth in Exhibit "A". Vehicles shall be free of graffiti, vandalism, defacement and other damage to the satisfaction of the City. Company will replace any vehicle at its sole expense when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations or the vehicles are no longer able to be maintained in accordance with the requirements of this Contract. Company to use its best efforts to restore non-operational vehicles within 10 business days from the date of any incident requiring the vehicle to be removed from operation. Company shall provide verbal and written notice to the City of any delay in restoring a non-operational vehicle that extends beyond 10 business days from the date of malfunction. If the City determines that any such delay is due to 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 shall provide sufficient staffing to maintain levels of service required by this Contract. All persons providing 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. Company shall ensure Drivers meet minimum requirements set forth in Exhibit "A".
- b. Drivers. Company shall 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 a driver with more than three 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.

1.5 Attaining and Maintaining Levels of Service (LOS)

- a. General. Company shall provide LOS that meets customer demands at all times of Service operations. Service Level review. Company and City shall meet at least annually to review LOS and determine if any adjustments are necessary and any agreed upon adjustments shall be made in writing.

1.6 Trip Sharing

- a. The Services may permit drivers to transport more than one party but no more than five parties 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 shall 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 shall 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. The parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to while operating the vehicles for the service provided pursuant to this Contract and in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
- 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 shall 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.
- f.

1.8 Operating Hours

- a. Refer to Exhibit D

1.9 Levels of Service Reporting

- a. Company shall provide the City with monthly, quarterly and annual level of service reports. Upon request by the City, Company shall provide the City with weekly level of service reports.
- b. Reports to include:
 - i. Number of parties on a daily, weekly and monthly basis
 - ii. Number of vehicles not in operation on a daily, weekly and monthly basis
 - iii. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
 - iv. Average trip duration on a daily, weekly and monthly basis.
 - v. Pick-up and drop off location for each trip.
 - vi. Average number of passengers per party per trip.
 - vii. Average number of parties per trip.
 - viii. Number of passenger complaints received on a daily, weekly and monthly basis.
- c. Quarterly Reports
- d. Annual Reports

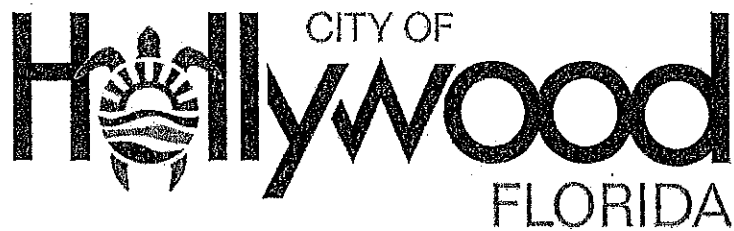
1.10 Operational/Financial Report Within 30 days after each month, quarter and year, as applicable and in accordance with Exhibit "A", Company shall submit to the City Operational/Financial Reports containing the following information:

- a. Annual budget
- b. Annual and monthly financial information include revenue generated (including advertisement sales and miscellaneous revenue), expenses and capital resources.

1.11 Financial Terms

- a. For all advertising revenues refer to Exhibit E.

EXHIBIT "B"
THE FREE RIDE COMPANY'S PROPOSAL/ORAL PRESENTATION



Transportation Circulator Services Solicitation RFP 4579 18 PB

Prepared for:

City of Hollywood
Office of the City Clerk
2600 Hollywood Blvd., Room 221
Hollywood, Florida 33020

Date: April 27, 2018



Prepared by:

James Mirras
TFR Transit Inc.
777 S. Flagler Drive
Suite 800 West Tower
West Palm Beach, FL 33401
Info@TheFreeRide.com

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TFR Transit Inc.
777 S. Flagler Driver
Suite 800 West Tower
West Palm Beach, FL 33401
646-504-3733

City of Hollywood
Office of the City Clerk
2600 Hollywood Blvd., Room 221
Hollywood, Florida 33020

Transportation Circulator Services Solicitation RFP 4759 18 PB

This submittal is for Solicitation RFP 4579 18 PB for a Public-Private Partnership with the City of Hollywood, Florida and Hollywood Community Redevelopment Agency. Thank you for the opportunity to submit our proposal for a micro-transportation service in the City of Hollywood, Florida. This proposal will show that TFR Transit Inc (TFR), it's team and affiliates, has the proven capabilities and background in providing a sustainable transportation service to improve mobility, enhance the visitor and commuter experience and ease parking demands in the Downtown Hollywood area, Hollywood Beach and the U.S. 1/ Federal Highway Corridor.

The enclosed proposal has been prepared by TFR's executive team. After speaking with residents and local stakeholders in the City of Hollywood, Florida, Downtown including beach businesses and hotel/motel owners, TFR sees a need to implement a "First Mile - Last-Mile" transportation system in the City of Hollywood, FL by encouraging circulation and closing the transportation gaps in a way that reduces greenhouse gas emissions. Our team understands the City of Hollywood, FL's need for a reliable, efficient, and cost-effective service that compliments existing transportation options, eases parking issues and provides a long-term beneficial mobility option.

In reading this RFP the team could not have been more excited about how the request and needs of the City of Hollywood align with the company's past operations, and how the entire business started.

TFR is a for-profit company that works with and develops electric shuttle operations around the country. Over the past 7 years, the founding team has built and operated successful electric shuttle services in the Hamptons, San Diego, Santa Monica, Venice, Long Beach, New Jersey, Austin and South Florida. TFR offers its resources, expertise and trade secrets, as well as its technologies, and marketing platforms.

TFR's corporate headquarters are located at 777 S. Flagler Drive, Suite 800 West Tower, West Palm Beach, FL 33401. TFR and its affiliates oversees a network of regional transportation companies around the country. If awarded the contract, TFR will establish a local office and operating company. The company's officers and project leads are as follows:

Alexander Esposito - Co-Founder
Alex@thefreeride.com
516-446-8513

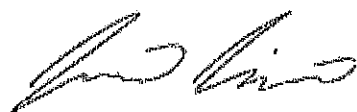
James Mirras - Co-Founder
James@thefreeride.com
631-903-4448

Jason Bagley - National Operations, Partner
Jason@thefreeride.com
305-494-1612

James and Jason will be the project leads on the City of Hollywood, Florida project and will hire and build a local management team as well as shift managers and drivers, when accepted. They will work closely with the managers and City project managers through the roll-out and project timeline. The office location from where the project work will be performed will be located in the City of Hollywood and determined at the time of a notice to proceed, if selected.

TFR appreciates your review of our submission and welcome any questions that might you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'James Mirras', is written in a cursive style.

James Mirras
Co-Founder
TFR Transit Inc.

Part 1: Basic Information

Proposer Information:

Name: TFR Transit Inc. and its affiliates including The Free Ride Inc.

Address:

TFR Transit Inc.
777 S. Flagler Drive
Suite 800 West Tower
West Palm Beach, FL 33401

Type of organization: National For-Profit

Personnel names & contact information:

Alexander Esposito – Co-Founder
Alex@thefreeride.com
631-903-4448

James Mirras - Co-Founder
James@thefreeride.com
631-903-4448

Jason Bagley - National Operations, Partner
Jason@thefreeride.com
305-494-1612

These individuals will be responsible for answering City's technical or business questions concerning the proposal or any subsequent agreement concerning the proposal.

Firm Size and Range of Activities

The Free Ride Inc. and it's affiliated operating companies employs 100+ people in over 11 cities.

Litigation

No litigation within the last five (5) years and no pending litigation.

Part 2: Ability to Meet the City of Hollywood and Hollywood Community Redevelopment Agency's Needs

About Us

TFR Transit Inc. and its affiliates including The Free Ride Inc. (collectively, TFR) is the largest operator of all-electric micro-transit service in the U.S. TFR has the current capabilities and a proven background of success in providing a transportation system that moves people to and from their destinations. TFR has the team, resources, insurance policies, technology, and systems in place to setup a service quickly and effectively.

TFR is a national for-profit company that began in 2011 as a way to combat parking problems in the co-founders' hometown. The business has grown organically to operate a fleet of over 100 vehicles in 10+ cities. TFR provides transportation on zero emission vehicles (EVs) on a shuttle or ride sharing basis in downtown and other high-demand areas and provides a "First Mile - Last-Mile" solution for residents, commuters, and visitors. The rides are free, and the business is funded by advertisers and/or municipal organizations.

TFR's services are safe, eco-friendly, efficient, and cost-effective. The infrastructure and energy management solutions are innovative and customer-centric. Each system aligns with the mobility needs of the community it operates in.

Objectives

TFR will provide the City of Hollywood, Florida (City) and the Hollywood Community Redevelopment Agency (CRA) its turn-key solution for transportation that aligns with the mobility and sustainability needs of the City's residents, commuters and visitors. TFR's services can be implemented quickly and are proven to be cost efficient and effective. The City's objective of identifying and implementing a sustainable hyper-local transportation system that moves people to and from motels/hotels along the US-1/Federal Highway Corridor to Hollywood Beach, Downtown and City parking garages represents a thoughtful approach to planned, deliberate growth that balances the need for mobility and services for the broader community. TFR is uniquely positioned to help the City and CRA accomplish this goal.

In accordance with this objective, TFR will work with the City and CRA to (i) augment existing transportation options in the area and (ii) increase access to easy, eco-friendly transportation within the City's designated coverage area (iii) encourage people to park their cars and use the service. TFR will facilitate the movement of residents, commuters and visitors to and from key points of interest, parking areas, and other transportation hubs within the Downtown and the Hollywood Beach including supplementary service during special events.

Based on its assessment of the market and needs in the City, TFR understands and will work to achieve the following goals:

- Supplement the proposed City circulator shuttle to make the City a demand-responsive community;
- Augment existing transportation services for the 150,000 residents of the City, the 70,000 people who commute to work in the City each day and the millions of annual visitors;
- Connect guests of the 30+ hotels/motels to Downtown Hollywood or Hollywood Beach;
- Increase usage of City parking garages;
- Reduce greenhouse gas (GHG) emissions from cars, trolleys and buses in the area;
- Reduce vehicle miles traveled; and
- Convert a transportation cost into a revenue generation opportunity.



Part 3: Evaluation Criteria

Vendor Relevant Work Experience

TFR has had successful operations throughout the U.S. since 2011. TFR is the leader in the electric, micro-transit space, with locations in NY, NJ, FL, TX and CA. Specific yearly data regarding past performance is set forth below. Focused on densely populated, urban and beach areas, TFR offers passengers free local transit in designated zones for trips of 0-3 miles. Riders can hail a car with the TFR app, at fixed stops, or both depending on location.

TFR has a strong, clear record of being able to grow sustainably. Over the last 5 years, TFR has scaled and replicated throughout South Florida, The Hamptons, New Jersey, Texas and Southern California. TFR has reduced emissions, and congestion in every city, and the service has expanded at low or no cost to public agencies in every case.

In San Diego, TFR served over 140,000 riders in the first year, maintain wait times below 6.5 minutes, created over 30 new jobs, and saved 96.3 metric tons of CO₂ emissions - all within the first year of operations. In describing the success of TFR's operations, Civic San Diego President, Reese A. Jarrett said:

"Civic San Diego is thrilled to have played a part over this past year, in reducing congestion and decreasing the carbon footprint within the downtown community. This public-private partnership has allowed residents, workers and visitors to experience a new way of getting around downtown by taking FRED to restaurants, events, and downtown neighborhoods in a fun, free, and convenient way."

Ben Verdugo of Civic San Diego spoke about TFR,

"It's been a pleasure to work with The Free Ride team on our FRED San Diego program. The Free Ride has served as the integral partner of a highly utilized and sustainable transportation system in San Diego, working closely with Civic San Diego to develop an innovative program that has offered 150k rides without burning an ounce of fuel. We look forward to a long partnership which will continue to produce increased mobility options in San Diego while reducing our overall carbon footprint."

Timeline of Past Experience

TFR has been able to expand and grow across the United States as shown below:

Year	Location	Vehicle s	Employees	History
2010	East Hampton, NY	0	0	Hamptons Free Ride (S-Corp) was founded. Operating model researched, developed, and tested.
2011	East Hampton, NY	3	4	The first route in East Hampton was approved and started. The season began successfully with 3 EVs. A 4th vehicle was added mid-summer to meet demand. Vehicles were sponsored by national brands including ABC and Sears.
2012	East Hampton, NY Montauk, NY	12	15	TFR expanded and added new routes in Montauk.
2013	West Palm Beach, FL East Hampton, NY Montauk, NY Southampton, NY Santa Monica, CA	24	30	<p>South Florida Free Ride DBA Palm Beach Free Ride (S-Corp) was approved and started as a soft-launch in West Palm Beach and Palm Beach, FL.</p> <p>Hamptons Free Ride expanded its operations to the town of Southampton, NY. Southampton Free Ride Co. was formed.</p> <p>Santa Monica Free Ride began in June of 2013. Alex and James partnered with Jason Bagley, formerly of the Way-To-Go shuttle in Fort Lauderdale. Jason remains the principal and managing partner in Santa Monica.</p>

2014	West Palm Beach, FL East Hampton, NY Montauk, NY Southampton, NY Santa Monica, CA San Diego, CA Asbury Park, NJ	42	52	<p>West Palm beach operations expanded. Hamptons routes expanded to a total of 19 vehicles.</p> <p>The Santa Monica Convention and Visitors Bureau won an award for "Best New Idea" after sponsoring 3 vehicles.</p> <p>Jersey Shore Free Ride was formed, approved and started in Asbury Park, NJ.</p> <p>San Diego Free Ride (SDFR) was formed in July 2014 and had a successful launch.</p>
2015	West Palm Beach, FL Ft Lauderdale, FL East Hampton, NY Montauk, NY Southampton, NY Santa Monica, CA Venice, CA San Diego, CA Asbury Park, NJ	50	62	<p>Eco Cab LLC was renamed Fort Lauderdale Free Ride and was launched with 6 vehicles. Hamptons routes expanded to a total of 20.</p> <p>Santa Monica Convention and Visitors Bureau increased its commitment to the shuttle program, sponsoring 2 additional vehicles.</p> <p>Venice Free Ride was started with 6 vehicles. The service was approved by the Los Angeles Department of Transportation.</p> <p>Civic San Diego awarded SDFR the bid to expand its operations and build a fully functioning downtown circulator shuttle. The team will add 15 vehicles in 2016.</p> <p>Asbury Park, NJ expanded to 4 vehicles.</p>

2016	West Palm Beach, FL Ft Lauderdale, FL East Hampton, NY Montauk, NY Southampton, NY Santa Monica, CA Venice, CA San Diego, CA Asbury Park, NJ	80	88	<p>In August TFR used a subsidy from the Civic San Diego to deploy and operate 18 EVs (including an ADA vehicle) as part of the FRED San Diego mobility program. The service was a huge hit and remains a success.</p> <p>Florida locations continued to add vehicles.</p> <p>Marina Del Rey was added as a 4-vehicle operation to move residents to nearby parking spots.</p> <p>Hamptons and NJ operations had their best seasons to date.</p>
2017	West Palm Beach, FL Ft Lauderdale, FL East Hampton, NY Montauk, NY Southampton, NY Santa Monica, CA Venice, CA San Diego, CA Asbury Park, NJ Austin, TX	90+	88	<p>FRED San Diego is a success, over 160k rides are given in electric vehicles. The app generates over 20k new users and is updated 3 times.</p> <p>Each Florida location runs 9 vehicles and provides 2,000 rides per week.</p> <p>A partnership was formed with Ryde in Austin, Texas, running 8 vehicles in the market.</p> <p>TFR works with local stakeholders to obtain necessary permits and infrastructure needed for a new route in Houston, TX.</p>
2018	West Palm Beach, FL Ft Lauderdale, FL East Hampton, NY Montauk, NY Southampton, NY Santa Monica, CA Venice, CA San Diego, CA	100+	100+	<p>TFR gets San Diego Civic Board approval for another \$3.5mm in funding over the next 3 years to continue the FRED Program</p> <p>TFR is selected to run pilot circulator program with the City of Long Beach, CA. Completes successful launch during Toyota Grand Prix.</p>

	Long Beach, CA Asbury Park, NJ, Austin, TX Houston, TX			
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TFR's key performance metrics are rides given, wait times, driver ratings, greenhouse gas emissions and metric tons of CO₂ reduced, gallons of gas saved, vehicle miles traveled reduced (VMT), and jobs created.

Key contact information for existing experience and similar projects:

1. San Diego: Ben Verdugo: Civic San Diego - Project Manager of San Diego downtown Circulator project (FRED)
 - a. 619-533-7119
 - b. verdugo@civicsd.com
2. East Hampton: Larry Cantwell: East Hampton Town – Supervisor (East Hampton, Amagansett, Montauk)
 - a. 631-324-4140
 - b. LCantwell@ehamptonny.gov
3. Santa Monica: Misti Kerns: CEO - Santa Monica Travel & Tourism
 - a. mkerns@santamonica.com
4. West Palm Beach:

The project value, value of the work performed and the work duration and dates are listed more in detail in the Reference Questionnaires.

Vendor Methodology

TFR has a proven approach to micro-transportation that is smart and efficient. TFR will bring an innovative, inexpensive, and environmentally-sound transportation service to the City. Using GEM E6 electric cars¹, the system will be sustainable and adaptive to the demands and progression of the area. TFR's EVs are the optimal transportation supplement to the City's existing train, bus and trolley services to make the City a demand-responsive community and increase access to the parks, Downtown and beach businesses and hotels/motels. TFR will efficiently move residents, commuters and visitors within the City's proposed Place of

¹GEM E6 electric cars cannot travel on roads with posted speeds greater than 35 MPH. The speed limit on Hollywood Blvd. between 13th Avenue and the Hollywood Bridge is currently set to 40 MPH, which prohibits the use of GEM E6 electric cars. We understand that the City/CRA will assist in working with the Florida Department of Transportation to reduce speeds to desired level. If necessary, TFR is prepared to have Ford Transit Connect Hybrid passenger vans available in addition to the GEM E6 electric cars.

Performance. Moreover, EVs will provide a convenient and efficient mobility option that will continue to grow with demand, all while reducing GHG emissions.

Understanding the public transit and parking options offered to the area and the number of residents, commuters and visitors who drive to and around the City, TFR will close the transportation gap experienced by residents, commuters and visitors to "Park Once" and still be able to explore and enjoy all that the City/CRA has to offer. TFR has the necessary experience and resources available to implement the program in a timely, professional, and cost-effective manner, including no additional construction costs. Additionally, the team is prepared to scale the number of vehicles based on the seasonality of the area without the carrying costs of the extra vehicles during the offseason.

TFR plans to work with the City/CRA schedule to begin serving the community in the fourth quarter of 2018. While this number is subject to the input from the City/CRA TFR proposes that it release a fleet of 13 EVs consisting of 7 EVs in Downtown and 6 EVs in Hollywood Beach during the in season of October through April and 8 EVs consisting of 4 EVs in Downtown and 4 EVs in Hollywood Beach during the off season of May through September.² The EVs will run 10-12 hours per day with between 1300-2000 daily rides depending on the season. The EVs will operate within the defined coverage area, with the option to offer on-demand, point A to B rides within the area, and by flag-down. By using numerous EVs and robust technologies, the system will be highly scalable and adaptive, including a modified, hybrid solution that can incorporate specific "hot-stops" designated by the City in the coverage. The service areas can operate independently or together, providing a seamless experience for the user. Additionally, the service is free!

If desired by The City/CRA TFR is able to offer a free service to riders by subsidizing its operations by working with local and national advertisers and municipal organizations. This revenue model helps to lessen the costs to cities and ensures that the service can continue to grow after the initial investment.

With national and local clients, TFR has been able to sell over \$6 million in advertisements in the past three (3) years and grow revenues 63.8% from 2016-2017. TFR's advertising model helps municipalities offset costs and grow the service.

TFR is a national brand that operates in 12 cities across 5 states. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. TFR has been recognized by national media outlets including the New York Times, Fox News, Vanity Fair, The Huffington Post, NY Post, and NY Magazine. TFR has working relationships with national brands including Vita Coco, JetBlue, Corona, Vitamin Water, and Kate Spade.

² TFR will also propose 2 Ford Transit Connect Hybrid passenger vans for in and off season for Hollywood Blvd. between 13th Avenue and the Hollywood Bridge if the speed limit is not decreased to 35 MPH.

Additionally, TFR increases traffic to local businesses through its “park once model” and is confident similar outcomes will be seen in this market. According to Civic San Diego,

*“The Free Ride allows the central business district to be more competitive in **attracting and retaining businesses** by alleviating the need to supply employees with costly parking passes, and at the same time increase access to retail and restaurant establishments throughout downtown. Finally, a demand-response system helps San Diego attract the talent in order to remain globally competitive, by creating a hyper-connected community with convenient access to all of the amenities that San Diego’s urban center offers.”*

Studies have shown that many rideshares, like Uber and Lyft, can decrease the use of public transit and increase traffic. TFR has had the opposite effect on public transportation. In San Diego, TFR has seen increased ridership from the Coaster commuter train. Commuters know they can use TFR to complete their trips, allowing them to use public transit and leave their cars at home. Moreover, TFR pays its drivers as W-2 employees which creates jobs and incentivizes management to keep only the necessary number of cars on the road that is needed to meet rider demand.

Overall, TFR can implement a highly effective service in the City in 120 days from signed contract with the City and CRA. TFR is a flexible service. It works with local managers to adjust the service area, hours, and number of cars on the road. This can be done at a City or CRA’s request or in response to the voluminous amount of anonymized ridership data collected by TFR.

Project Timeline

The City anticipates project kick-off in June 2018.

Date	Task/Event
6/01/2018	City and CRA Award of Contract
6/04/2018	TFR forms local LLC Operating Company and sets up bank accounts
6/06/2018	TFR receives Notice to Proceed
6/08/2018	TFR holds working sessions with City Project Manager to review open items on draft of work plan.

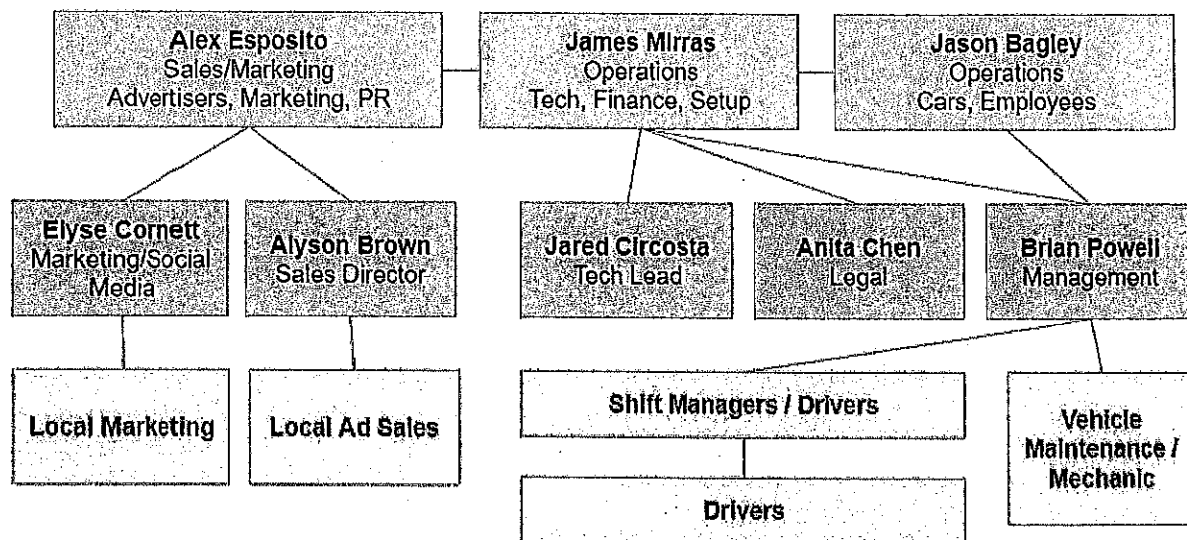
06/15/2018	TFR submits detailed work plan to the City Project Manager
06/18/2018	TFR conducts interviews with short-listed manager candidates and schedules Project Development Team Meetings
06/25/2018	TFR updates project schedule based on requirements determined by work plan reviews and sessions with City Project Manager
07/03/2018	TFR confirms initial operating area, hours of service, fare structure and number of cars needed at launch
07/09/2018	TFR finalizes invoicing process and schedule
07/18/2018	TFR identifies and locks in parking/charging location
07/30/2018	TFR finalizes software, hardware & equipment planning and design plan
08/01/2018	TFR orders EVs, equipment, doors, phones, tablets, etc.
08/06/2018	TFR finalizes Pilot Flexible Transportation Service Model
08/09/2018	TFR begins development of updated ride-request app that includes US-1 Corridor, Downtown Hollywood and Hollywood Beach and necessary fare collection technologies
08/13/2018	TFR finalizes beta version of the City ride-request app ready to test.
08/15/2018	TFR begins training core team on app in order to run testing. TFR conducts preliminary testing in-market with phones
08/20/2018	TFR makes necessary adjustments based on functional testing plan
08/22/2018	TFR releases updated testing app
08/27/2017	TFR receives EVs, registers, insures and begins installing aftermarket components.

08/31/2018	EVs are setup and ready to go.
08/31/2018	TFR begins hiring drivers and shift managers while conducting training and evaluating the drivers on the road.
09/05/2018	TFR trains drivers and stakeholders on hardware and software.
09/10/2018	TFR runs live mock launch with drivers including full end-to-end testing of the app, cars, software and hardware.
09/17/2018	TFR implements any necessary changes based on testing/feedback.
09/24/2018	TFR finalizes go-live plan and begins marketing materials, event planning, ribbon cutting arrangements, contingency planning, etc.
09/27/2018	Cars are wrapped with participating sponsors
10/01/2018	City of Hollywood, Florida goes live.
10/15/2018	TFR holds first status meeting and addresses any immediate concerns, technical support issues, etc.
10/16/2018	TFR begins regular tracking of data for improvements and reporting purposes.

TFR will work with the City/CRA project manager as a resource for information and feedback during the Project Timeline. The team will provide bi-weekly briefings on completed tasks, updates, issues, forecasts, etc. The bi-weekly briefing will contain:

- Summary of Work Completed To-Date
- Updates to Project Schedule
- Status of Pilot and Deliverables
- Activities and expected deliverables for the upcoming month
- Red-flag issues
- Updates on new sponsors (if applicable)
- Notice of possible potential improvements suggested by riders or drivers

TFR Organizational Chart



Place of Performance

The Place of Performance consists of the following areas:

1. The Downtown CRA District is approximately 580 acres and extends from 22nd Avenue on the west to generally 17th Avenue on the east, Johnson Street on the north and Washington Street on the south.
2. US1 Federal Highway Corridor: to the North Sheridan Street and to the South Washington Street.
3. The Hollywood Beach is located on the barrier island and is bounded by Hallandale Beach Boulevard on the South, Dania Beach Boulevard on the North, from the Intracoastal Waterway to the Atlantic Ocean (view map).

The Downtown CRA District and Hollywood Beach can easily be connected to work together. Furthermore, TFR can take a hybrid approach (if needed) that blends both specific pick-up spots and an app-based on-demand model within the coverage area. TFR is also prepared to roll-out hybrid vehicles for the US1 Federal Highway Corridor that will allow riders to get from the hotels to the downtown and beach areas. Once in the coverage area the EV service will be available to move people around. EVs will be dedicated to the Place of Performance with additional vehicles in deployment to service on-demand requests without affecting wait times at common pickup areas. All cars in service will be able to handle common pickup areas and on-demand requests within the coverage area. Using this blended model allows residents to

use pickup spots (for those who might not be comfortable with an app) while also allowing the on-demand portion of the service to flow seamlessly without interruption in service levels or wait times.

TFR understands that it will work with The City/CRA to adapt this model as needed to best fit the needs of the residents and visitors in the area.

TFR can install designated stops and/or operate in an on-demand fashion. Additional benefits of having designated stops on the Base Route include:

- Battery conservation
- Accessibility for people who are not able to use the on-demand option
- Public exposure of the service and the EVs and additional exposure for the advertisers
- Dependability for hotel stakeholders for the US1 Corridor portion of the service (Due to current speed-limits this portion will initially be handled using Hybrid vans).

Vendor Capabilities

TFR runs on-demand, fixed-route and street-hail services. The micro-transit systems are designed for rides of 0-3 miles and are tailored to the needs of the communities. TFR uses a flexible fleet of EVs and captures ridership data through its proprietary app; allowing it to provide a highly scalable and adaptive service.

TFR looks at downtown transit with a simple question, "Why have 3 caterpillars when you can have 20 ants?" About-town transit is more efficient and available when the streets are not congested by big buses. Large capacity vehicles work great for long distances, but ridership is falling because people have trouble bridging the "First Mile - Last-Mile" gap. TFR provides a solution that encourages the usage of EVs and public transit.

As it does in its other locations, TFR will have bi-weekly status calls with the City and City project personnel. On such calls, the team will discuss ridership, wait times, vehicle status, potential sponsors, and areas of improvement. Additionally, TFR will review and share the data provided by the app to better understand ridership and demand.

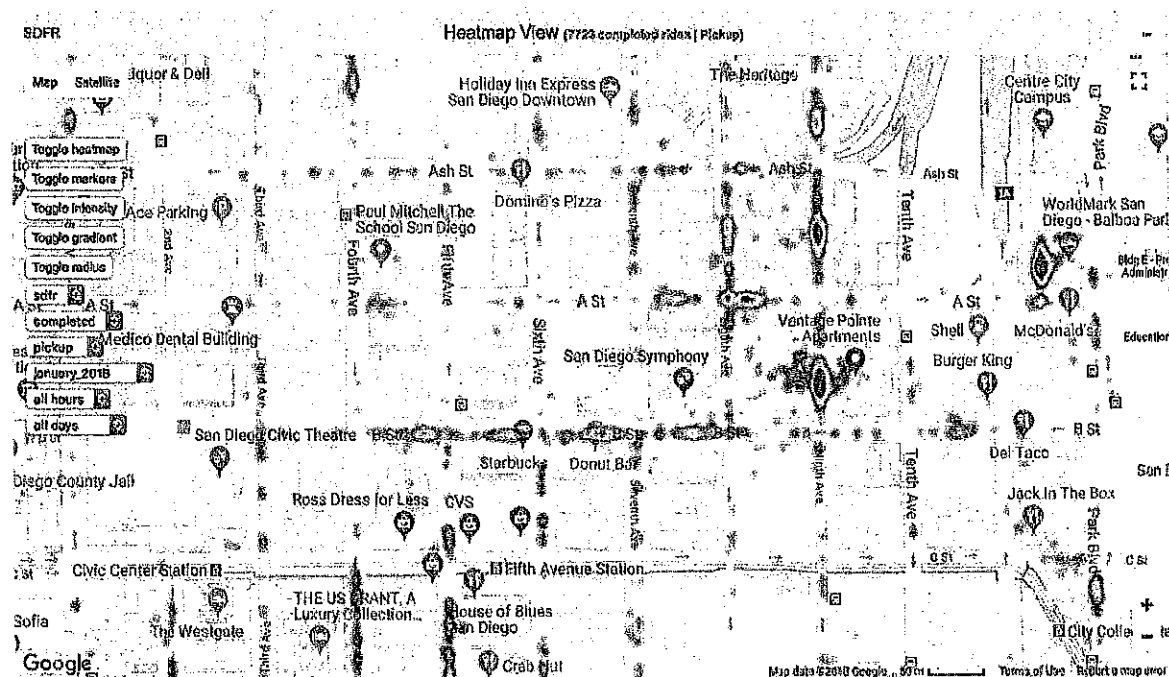
In addition to the status calls and post-project result analysis, TFR will send quarterly (or more frequently) data reports to the City. Using feedback from drivers, riders and City officials, as well as the data generated from TFR app, TFR will be able to offer the following reports:

- Data about (but not limited to) number of rides, number of riders, wait times, travel times, rides missed, rides cancelled, rides per hour, driver response time, miles driven, peak hours, popular locations, revenue generated, etc.
- Estimated VMT and GHG emission reductions
- Estimated increase in Linked Multimodal Trips
- A measure of increases or decreases in ridership and revenues

- A breakdown of current hardware and software performance and liability
- If necessary, an accompanying performance report for any problems or issues that need to be addressed along with proposed solutions

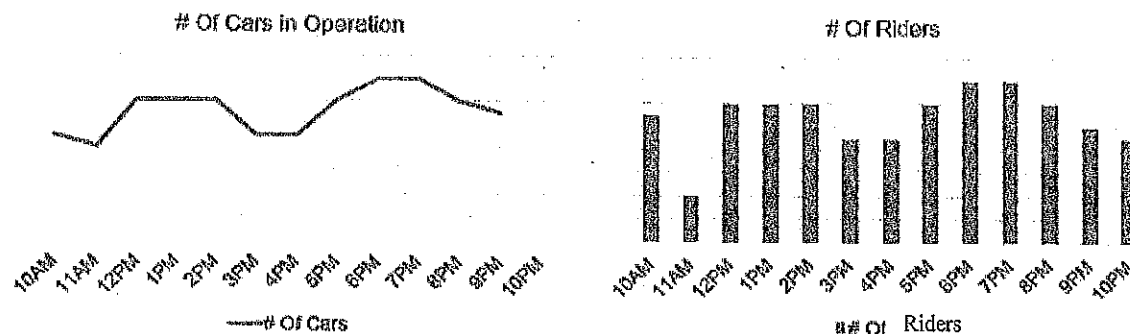
Service Heat Maps with Zone Usage

Here is an example of a service heatmap for the San Diego area for all January 2018 pickups. Heat maps will provide real time analytics to help TFR and the City understand the areas, time and day of the week that have the most pickup and dropoff requests. TFR will share these heat maps with the City to optimize the transportation service.



Flexibility

One of the strongest features of TFR's service is the flexibility. As the team begins to understand days and times of increased demand, it can scale the fleet accordingly.



Unlike more traditional transportation options, TFR can adjust its systems quickly and in a much more granular fashion. Adjustments can be made to the service area, hours, and number of cars.

TFR's service is built on ensuring flexibility.

- **Vehicle Costs** - The relatively low price of each vehicle makes scaling up to meet increased demand easy and effective. Additionally, it is easy to scale down the number of cars operating when demand is low.
- **Number of Vehicles** - Operating an adjustable number of cars instead of a standard bus not only reduces wait times, but also increases flexibility. No more large buses driving around empty seats.
- **Demand Analysis** - TFR will collect daily, weekly, and monthly rider information that can be utilized to deploy additional vehicles in specific areas or during specific times.
- **Pickup Spots** - Although flexibility is a focus of the TFR model, it's also important to the rider.

Technical Support

TFR understands the importance of technical support and has experience working with users and staff to make sure that all of the necessary support is provided. TFR will provide constant technical support including:

- User FAQs
- Phone and email response to requests within 24 hours
- Assistance with questions on software and additional training
- Digital instruction and troubleshooting manuals
- Bug fixes and software updates
- Hardware support for hardware associated with the program

- Access to hardware experts and engineers
- Assistance with the development of the program including technical recommendations that will improve service levels and user experience.

Revenue Outline

TFR offers a low-cost transportation solution. Fuel costs are eliminated by the use of EVs, while the unique, brand-able nature of the vehicles allows advertisement revenues to supplement many of the operational costs. TFR works with municipalities to create a mutually beneficial public-private partnership that reduces costs and liabilities while strengthening revenues and efficiencies. This partnership can be structured as needed for the project.

TFR procures and operates the vehicles, manages staff, insurance and technologies, and sells advertising to sponsors; converting a transportation cost into a revenue generation opportunity. The City may receive 50% of the total advertising revenue if this approach is agreed upon.

TFR has a successful history of planning, selling, and executing campaigns for a variety of local and national advertisers. TFR sold over \$10 Million in advertising campaigns nationally from 2015 to 2018.

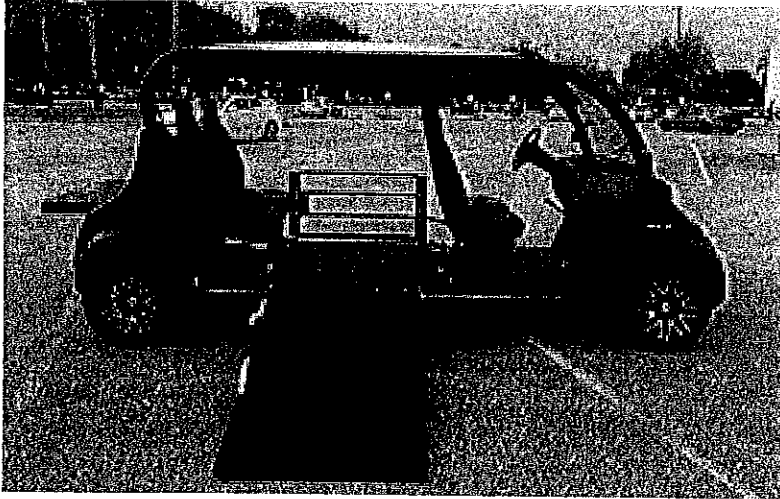
The costs and revenues for implementing the service are based on a variety of factors. Costs can be adjusted based on number of cars, service hours, driver wages, etc. Revenues can be impacted by advertisement rates, sales, and/or the potential for a fare-based system. TFR seeks to find a balance that is affordable to the stakeholders, reduces net-costs to the City, and provides a sustainable service that is built to expand.

As of March 15th, 2017, TFR has paid down all existing lines of credit, a zero (or negative per balance sheet) debt to equity ratio due to net zero or negative liabilities from loans due to TFR and therefore considered assets greater than loans owed, and interest coverage of \$1,500.

ADA Compliance

TFR will craft a service that is available for all users. Having done so already in other markets, TFR will be able to provide a trusted option for passengers with disabilities. The drivers are trained to be accommodating to anyone that needs a ride. TFR offers ADA accessible vehicles in its fleet. The number of these vehicles can be negotiated on with the City depending on need. Individuals with disabilities will have the option to request an ADA compliant vehicle with a loading ramp. This request can be made through the app or online.

ADA Accessible Vehicle



Greening Initiatives

TFR has the proven capabilities and background in handling 100% EV fleet services necessary to reduce GHG emissions caused by other forms of transportation. If TFR's services are adopted for the coverage areas, the 13-vehicle system service would eliminate approximately 100.10 tons of CO₂ tailpipe emissions per 12-hour service day. 100% of the estimated 125,000 vehicle miles traveled per year will be converted to zero-emission. TFR estimates that almost 10,000 gallons of gas will be saved per year by implementing its service. For the estimated number of miles traveled during the first year, TFR's electricity cost per vehicle will be around only \$500.

According to the Department of Transportation (DOT) .96 pounds of CO₂ is emitted per mile driven. Based on the DOT assessment (.96 pounds or 435.45 grams) and the projected VMT for the pilot (125,000 miles) the team sees a reduction in CO₂ emissions from gas of 54,431,250 grams.

Drivers Qualifications

TFR will look for specific driver qualities that ensure safety, professionalism, a focus on customer service and knowledge of the City as a visitor destination. TFR will require that all drivers speak English, have a valid Florida state driver license, pass a drug screening test and have a criminal-free and clean driver background investigation. The drivers must be at least 21 years of age. All drivers will wear standardized uniforms that are clean and pressed.

TFR uses its past programs to create a hiring and safety program specific to the unique operation. The process includes hiring, background checks, drug test, training, continued training and performance evaluations. The current training program provides the employee with the information needed to do the job and puts them on track for future growth within the company. Management regularly monitors the drivers' performance from riders via app ratings, email feedback, etc. Additionally, TFR uses Homebase - a scheduling software - to keep

the team connected, manage shifts, etc. The drivers are also instructed on what to do and who to contact during any potential emergencies. All drivers will be paid as hourly W-2 employees with benefit options. TFR estimates the service will bring at least 20 new jobs to the area.

All drivers will be required to act and look like professionals. Driver uniforms will be required and input from The City/CRA will be taken while designing the driver uniforms for the new service.

Creating quality jobs is a constant goal and focus of TFR. An environment that keeps employees happy and motivated is crucial to the company's long-term success. Driver retention is a factor that the company is proud of. There are happy teams in every market of service and retention rates remain high. The foundation for this environment is quality of life in regard to total compensation.

Maintenance/Recovery Plan

What makes TFR unique is that the EVs can be charged on commonly used 110V outlets. It does not require a DC Fast Charge infrastructure to be implemented. The fleet plugs directly into 110V outlets and has the capability to use Level 1 and 2 EV chargers as well

The fleet will be charged during "off hours" when the vehicles are not in service or rotated out during non-peak hours for a quick 2-hour charge. The vehicles take 6-8 hours to fully charge. This quick charge allows the vehicles to run for 12 hours during the day.

TFR would need access to a charging and storage facility for our fleet when it is not in use. If granted funds, TFR will reach out to stakeholders including local parking facilities about possibly using their existing infrastructure to store and charge the fleet. The slim and efficient design (the wheelbase is half that of a typical car) allows them to be stored more easily than larger buses.

For the US1 Corridor Service TFR will work with the local dealers and the vehicle manufacturer to make sure that all vehicles are regularly maintained and that loaner vehicles are available in the event that one of the vehicle is inoperable.

The presented scenario: A vehicle breaks down in the middle of the afternoon (weekday), temperature is 95 degrees and the vehicle has a mixture of passengers; elderly, middle aged, children, and infants.

The response: TFR driver will first pull the EV over to the curb in a shaded area if possible and ascertain whether any of the passengers are hurt or need attention. The driver will then contact TFR dispatch to have another EV deployed immediately to its location and communicate the estimated time of arrival to the passengers. As they are waiting for the relief EV, the driver will further inquire whether the passengers need water or anything that would make the wait more pleasant. To be noted, the EVs have a roof that will provide shade from

the 95 degree weekday sun and the door panels are open so there will be air circulation at all times.

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 TFR. TFR realizes that many factors go into this including drivers, cars and operations.</p> <p>All of TFR'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>TFR also maintains the cars using the best practices established over the company's 7 year history of clean safety. The cars are regularly inspected, batteries tested and routine 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 cars 25 MPH maximum speed 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</p>

		<p>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.</p> <p>Management is also able to track driver behavior and locate driver whereabouts using a backend dashboard. Additionally, each driver is equipped with phones, fire extinguishers, first aid kits, and other necessary equipment.</p>
Safety and Security of personal belongings of riders and driver.	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 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>The newer version of the GEM cars are all built with doors and glove boxes that lock. Additionally, management has set up areas in all of its locations where drivers can safely store belongings, keys, phones, etc.</p>
Heat, Rain, weather challenges.	M	<p>Weather can be a concern in South Florida and TFR has had to deal with these issues in both Fort Lauderdale and West Palm Beach. Fortunately, GEM recently came out with an all-weather model in 2016 that TFR would propose for this project.</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. Additionally TFR's staff is kept hydrated throughout the summer with complimentary water for staff.</p>

		In the event of a storm, TFR 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.
Maintaining a reliable, consistent schedule of service.	H	TFR uses its experience, data and marketing knowledge to stay ahead of factors that might impact the schedule of service. Understanding traffic patterns, bridge and toll timing and demand levels allows the management team to deploy the appropriate number of vehicles at any time. Additionally, contingency plans are in place and replacement vehicles are available in nearby Fort Lauderdale, should one of the shuttles be inoperable. Also additional drivers are available on call and in Fort Lauderdale should one of the drivers call out sick. TFR always keeps backup drivers and backup cars available in order to maintain a consistent schedule of service.
Maintaining qualified drivers.	H	TFR 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. Additionally, TFR uses Homebase - a scheduling software - to keep the team connected, manage shifts, etc. Lastly, if using the app, all of the driver 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, TFR has developed many systems to keep the vehicles operational. Additionally, TFR 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, TFR 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, TFR 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 automobiles, cyclists, pedestrians while on route.	H	Fortunately, TFR has a very strong safety record with few incidents to report. In the event that something happens with other automobiles, cyclists or pedestrians, the first move is always to see if anyone needs medical attention. If so, medical help will be sought immediately. The drivers are also equipped with fire extinguishers, first-aid kits, etc. From there, local law enforcement will be called to the scene. After such events, TFR's management will contact insurance providers and all parties involved in incident. TFR can also use data from the app to determine when the accident took place and how to mitigate future issues.

Pricing

By using nimble fleets of electric shuttles, TFR is able to adjust service levels in a very granular fashion. This allows the team to maximize the cost effectiveness of the service. When determining costs, the hours of operation and number of cars are the biggest factors. TFR plans to work with local stakeholders to determine the best hours of operation and number of cars needed to run an effective service.

TFR understands the seasonality of Hollywood and the obvious need for more cars during the high season and less during the off season. Because TFR is able to move cars to other locations,

it can offer the unique ability to absorb all of the carrying costs for the unused cars during the off season.

It is important to look at the pricing structure and different options as a guide. A firm operating plan will be established if and when TFR is selected as the operator. TFR prices its services in a way that creates valuable jobs, guarantees professionalism, and sets the program up for long-term success. TFR does not seek to be the "cheapest" option, but rates are competitively priced while also ensuring longevity and environmental sustainability. In the company's history, TFR has never "pulled out of" or halted service in any area it operates in. Other cities have experienced problems running similar programs when providers have underestimated costs. This has, in some cases, resulted in service interruptions, requests for additional funding, abandonment or loss of community goodwill.³

In addition to costs, TFR has a track-record of working with local and national advertisers to generate revenue. If desired by the local stakeholders, TFR will craft an advertising plan revenue share that aligns with the City's requirements and reduces the net cost of the program.

While TFR sees the Downtown and Beach circulator services working as one fluid system, for the purposes of this proposal, pricing has been broken out as two items. The US-1 service will have the option of either feeding riders into the Downtown/Beach service or dropping that a destination within that area. It is TFR will use larger capacity hybrid vans to service this area with the hope that EVs will be available to service this area in the near future.

All pricing is adjustable based on service hours, number of cars needed and input from local stakeholders. It is important to note that the US Corridor plan and adjustments to this plan as well as the other plan can affect costs significantly and there are many cost saving mechanisms that TFR can discuss with The City / CRA if it is chosen as the operator. The flexibility achieved by operating a granular transportation multimodal model allows the system to be adjusted to meet budgets.

	Monthly Fixed Rate In Season	Monthly Fixed Rate Offseason	Annual Rate	Details
<u>Circulator Service</u> Downtown Hollywood	\$49,235	\$28,134	\$485,315	In Season (Oct-Apr): 7 Cars Running 12 Hours Per Day Available for 1200+ daily riders Offseason (May-Sept): 4 Cars Running 12 Hours Per Day

³ "Financial Questions around i-Ride's Future" <https://www.yourobservers.com/article/i-ride-sarasota-subsidy-city-commission-downtown-transit>

				Available for 700+ daily riders Cost Per Car Per Hour: \$18.91 Approx 38+ Metric Tons of GHG saved
Potential Advertising Revenues (Conservative)	\$18,000	\$6800	\$160,000	TFR will share revenues with the City. TFR team will handle sales materials, contracts, invoices, etc. Based on past rates from nationals advertising clients that TFR works with these rates can/may more than double.
<u>Circulator Service</u> Hollywood Beach	\$38,539	\$25,693	\$398,238	In Season (Oct-Apr): 6 Cars Running 10 Hours Per Day Available for 800+ daily riders Offseason (May-Sept): 4 Cars Running 10 Hours Per Day Available for 600+ daily riders Cost Per Car Per Hour: \$20.72 Approx 38+Metric Tons of GHG saved
Potential Advertising Revenues (Conservative)	\$18,000	\$6800	\$160,000	TFR will share revenues with the City. TFR team will handle sales materials, contracts, invoices, etc. Based on past rates from nationals advertising clients that TFR works with these rates can/may more than double.
<u>Circulator Service</u>	\$44,317	\$29,545	\$457,950	In Season (Oct-Apr): 3 Vans Running 12 Hours Per Day

US1 Corridor				Offseason (May-Sept): 2 Vans Running 12 Hours Per Day
Potential Revenues	TBD	TBD	TBD	Revenues may be achieved by co-branding the service with participating hotels.
<u>Circulator Service Events</u>	\$25/car/hour + shipping and potential branding (for EVs)			

All costs include cars, insurance, paid drivers, management, maintenance, storage, custom app, data tracking, phone systems, etc. Cost savings can be found by reducing hours, cars, and finding available storage and/or charging areas. Costs are subject to change based on negotiations and service adjustments.

ADA Vehicles - TFR can also add an ADA compliant GEM vehicle to both the Beach and Downtown Service areas at a cost of \$3200/car/month. An ADA request option is available on the app and the team will work with the City to determine the number of ADA vehicles needed.

Part 4: Technical Information

The Cars

TFR uses GEM E6 100%-electric cars from Polaris Industries. The vehicles seat 6 passengers (including the driver) and are made in the United States. The slim and efficient design (the wheelbase is half that of a typical car) reduces interference with traffic, and decreases passenger loading time.

Additional benefits include:

- Lithium batteries for increased range;
- Environmental Impact – Less carbon emissions, reducing the City's carbon footprint;
- Numerous Vehicles - Operating numerous vehicles increases the flexibility to customize the service to best serve the needs of the public;
- Ridership – The car's design is fun and inviting in nature, encouraging riders to hop aboard; and
- Interior Comfort – The cars are easily kept clean and are outfitted with comfortable seats, ample legroom, cup holders, fans, 3-point seatbelts, cargo space, and a friendly, local driver.

TFR will use Ford Hybrid passenger vans on Hollywood Blvd. between 13th Avenue and the Hollywood Bridge where the speed limit is currently set to 40 MPH, where GEM E6 EVs cannot operate. Ford Connect Hybrid passenger vans will seat up to 7 passengers including the driver. The passenger van is versatile and flexible with adaptability to support passengers with disabilities using ramps and lifts. The hybrid component delivers 25% increase in miles driver per gallon and reduces CO2 emissions. We understand that the City/CRA will assist in working with the Florida Department of Transportation to reduce speeds to desired level, which may make the passenger vans not necessary.

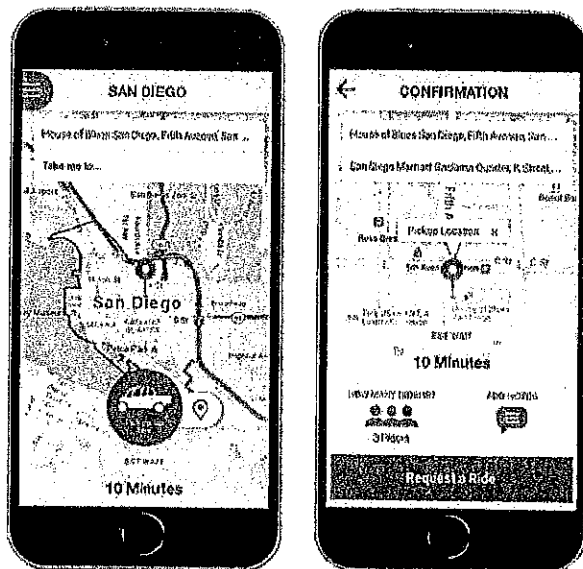
TFR will leverage its proprietary trade secrets and aftermarket components consistent with other markets. TFR will install aftermarket doors, brochure racks, iPads, speed chargers, and signage. These modifications allow the rider to interact with the sponsor during and after their ride. The cars are modified for convenience, and advertising purposes, while maintaining a clean and respectful appearance.

- The door design allows the company to install new advertisements in a matter of minutes. The rotatable door panels give municipal organizations the ability to brand the cars during vacancies – such as local events;
- The iPad in the cars use a proprietary app that allows the user to view video commercials and also “take a selfie.” This photo booth feature collects email addresses and sends the photos to the user;
- TFR uses social following, email lists, and riders to engage with consumers beyond the car experience; and
- Cars generate organic social posts, press, and brand affinity.

The App

As part of this project, TFR will release the City of Hollywood’s version of its ride request application to handle requests. TFR’s web-based and native mobile application allows passengers to request rides anywhere within the coverage area. Drivers will use the mobile application to handle requests and also have the discretion to pick up flag-down passengers at key locations within the coverage area.

The app is very user-friendly. It allows the user to pull up the coverage area map using any type of smartphone or computer. Upon opening the app, the user sees information about the service, the current average wait times, and instructions on how to drop a pin, search for an address, or find their current location and request a ride. The map is geo-fenced, restricting the user to the coverage area. Drivers receive notifications of the requested rides and send one of the pre-populated responses back to the user with his/her status and ETA. The user is able to view the location of the assigned car while on its way.



The app tracks ridership data, specifically around ridership peak times and locations. Using TFR's app, management will be able to pull real-time, daily, weekly, and monthly data logs. As the app learns, the efficiency of the operation improves. The following data fields are currently being captured with the rider app.

<u>Ride Data</u>	<u>Driver Data</u>
Time of Request	Hours on Duty
Name and Phone Number of Requestor	Number of Rides Given
Number of Passengers	Number of Passengers Driven
Name of Driver	Average Response Time
Time of Response	Trips Taken
Pickup Longitude, Latitude and Address	Current Location
Time of Pickup	
Length of Ride	
Time of Drop Off	
Drop Off Longitude, Latitude and Address	

This data can be made accessible to the City. TFR can customize the data collected and reported if required by the City. The team has experience designing, implementing, and tracking the performance of ride-request software.

If desired by the City, TFR's app can be modified to a hybrid solution that incorporates specific stops in the route, as well as a tipping and/or fare collection functionality. The app can also be integrated with third-party fare collection services.

Insurance

TFR understands that it must protect the public, City, passengers and staff members. TFR understands the need for comprehensive policies including, Workers Compensation Insurance, Commercial General Liability (CGL) Insurance, Commercial Automobile Liability and Professional Liability insurance. TFR's policies in the past have contained policy limits upwards of \$10 million. Nationally, TFR has multiple insurance policies and safety procedures implemented to be as pro-active as possible. By providing a safe workplace, safety training to employees, and safe conditions for our passengers, TFR is confident that it exceeds the safety and insurance provisions required by the City.

Part 5: Summary

TFR is a perfect fit for the City and CRA. TFR's transportation solution is Innovative, safe, eco-friendly, efficient, and cost-effective that aligns with the mobility needs of the City and community's residents, commuters, and visitors. The service augments existing transportation services becoming the "First Mile - Last-Mile" solution for commuters, the EVs cut out the cost of fuel, and the flexible fleet creates operational efficiencies.

Innovation	Workforce Development	Sustainability	Fiscal Responsibility	Service Excellence
100% electric cars	All W-2 employees	Increased utilization of public transit	No additional construction costs	Friendly, local drivers and operators
On-Demand fleet	Hourly wage ranges from \$11-25	Low or no cost to the rider	Advertisements help reduce net costs	Work directly with City
Reduce Vehicle Miles Traveled	Up to 2600 rides per week	Reduction in GHG and CO2 emissions	Cheaper and more effective than a circulator bus	Corner to corner coverage

With the City and CRA's support, TFR will grow its service into a reliable, cost-effective, continuous and eco-friendly transit system that aligns with the City and CRA's goals.

Part 6: Key Team Resumes

The Free Ride has years of experience and operations currently running in from New York to California. TFR is confident that the team can create a fiscally responsible, innovative, and sustainable service for the City and CRA.

Alexander Esposito (co-founder) will be a primary contact for this project. Alex is the head of Sales and Marketing for TFR. Alex went to Bentley University, where he later received his MBA in Financial Markets. In college and during his MBA studies Alex worked for NUA Advisors and Vistaprint (NASDAQ: VPRT). After graduation he began working for Accenture (NYSE: ACN) as a business analyst. He worked on various finance, technology and strategy projects for a number of Fortune 500 companies. These consulting projects offered exposure to tight deadlines, software development, and management strategies. In 2011, Alex began handling TFR's sales. He has worked hand in hand in developing and selling the product, while also building new partnerships. Since TFR started, Alex has created valuable relationships with a number of national brands and led the company's impressive sales growth.

James Mirras (co-founder) will be a primary contact for this project. James is the head of Operations and Finance for TFR. James received his BS in Finance from the University of Florida, where he graduated with honors. After graduating in 2009, James began working for Morgan Stanley (NYSE: MS) in New York City as an associate on the repurchase agreement (REPO) trading desk. After nearly 3 years at Morgan, James set off to run the Hamptons Free Ride operations in East Hampton, Southampton, and Montauk, NY. James managed a staff of 18 employees, while also handling payroll and finance. His attention to detail, people skills and strong work ethic helped create a solid foundation that the company has been able to grow from. Today, James moves between the company's locations, focusing primarily on business development, management training, vendor relations, and overall strategy.

Jason Bagley is the managing partner for the Ft. Lauderdale Free Ride, Santa Monica Free Ride, Venice Free Ride. Jason graduated from Florida Atlantic University with a bachelor's degree in Communications. Shortly after graduating Jason launched a valet parking service in Miami Beach and Fort Lauderdale. In 2002 the company was acquired by AmeriPark, LLC., a national full-service parking and transportation provider, where Jason served as the Region Vice President. Under his tenure the South Florida region grew from 3 high volume locations to over 20 with 300+ employees. With a personal interest in sustainability and a strong background in management and transportation Jason spun off from AmeriPark to start Eco Cab, LLC. This includes Santa Monica Free Ride, Venice Free Ride, and the Fort Lauderdale division of South Florida Free ride.

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

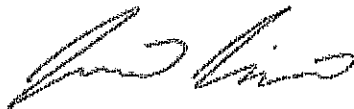
Financial and Barneys New York. After several years in the private sector, Anita joined Manhattan Legal Services representing low-income residents in New York City. She now counsels for many small-businesses including taxi medallion companies, real estate holding companies, bars and restaurants. Anita joined TFR in February 2018.

Alyson Brown manages sales and client relationships. She is a Loyola Maryland alum with a BA in Communications. With over 10 years of experience in Outdoor Media, in buying, planning, and sales, she has a seasoned understanding of the OOH industry. Her experience in media and passion for people ensures our partners receive the best possible service when working with TFR.

Jared Circosta is a full stack developer. Prior to joining the TFR team, he was the technology lead on the FedEx account at Tank Design, where he worked for 5 years. Jared has led responsive and HTML migration strategies and created digital strategy guidelines for some of the largest companies in the world.

Brian Powell has worked with The Free Ride Inc since 2013 and is the managing partner of South Florida. Brian is the point person of operations in Palm Beach and West Palm Beach and works directly with Jason Bagley in Ft. Lauderdale. Brian has also managed operations in the Hamptons and is knowledgeable of all aspects of the business. Between the FL and NY Brian has managed over 30+ cars and 40+ employees. Brian's close attention to detail of vehicles in each market has shown great success when working with national brands.

Part 7: Signature



Name: James Mirra

Title: Co-Founder

Date: 4/27/2018

The individual who signs this form must be authorized to represent and contractually obligate the Proposer



The
FREE RIDE™



COMMUNITY REDEVELOPMENT AGENCY

thefreeride.com

**CITY
TRANSPORTATION
IS RAPIDLY
INNOVATING...**

**...but first mile/last mile transport options
remain limited, generating
, and**

INTRODUCING THE FREE RIDE

"We saw a need in our hometown and launched in 2011 with a single car loan:

Heavy traffic in the summer reduced parking availability at the beach for local surfers and tourists. Yet few visitors made use of an open parking lot only one mile away....

As a result, we created The Free Ride to connect less accessible areas (e.g., that underutilized parking lot) to high traffic regions - like the beach - using small electric cars.

Today our company is an award-winning national service with 15+ locations and 100+ cars; we are growing in cities from New York to California. Our vision is to make The Free Ride available in every city and help bridge the first/last mile of every person's journey. Our routes run along highly trafficked areas, bringing passengers to where they need to go & attracting attention from thousands along the way.



THE FREE RIDE ELECTRIC CARS

- 🌿 Fleets of Smaller Cars
- 🌿 More Flexibility = Less Congestion
- 🌿 On-Demand, App-Based System
- 🌿 100+ Cars
- 🌿 Data Creates Smarter System
- 🌿 Advertising Revenues Reduce Net Costs
- 🌿 Street Legal and Permitted
- 🌿 A+ Rated Insurance
- 🌿 Paid, Professional Drivers

OUR SOLUTION

THE FREE RIDE COMBINES THE LATEST INNOVATIONS...

...TO HELP CITIES SOLVE TODAY'S CHALLENGES

ON DEMAND

Tailored routes connect your city

SHARING ECONOMY

Increased sharing maximizes efficiency, and GHG emissions

GREEN ENERGY

Go Green: Reduce Greenhouse gas emissions with smaller, 100% electric cars.

DATA

The Free Ride app generates data and builds smarter systems.

FUTURE PLANNING

Increased sharing maximizes efficiency, and GHG emissions

FIRST/LAST MILE

Connecting riders with parking lots and transit hubs

REDUCE CONGESTION

On Demand fleets create flexibility and efficiency.

CREATE FULL-TIME JOBS

Employ local, professional drivers.

EMISSIONS REDUCTION

Vehicles yield 98.84% reduction of CO2 emissions.

MORE EFFICIENT TRANSIT

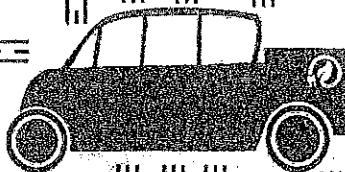
Fleet Scale on demand, no more empty bus seats

PROVEN & SAFE

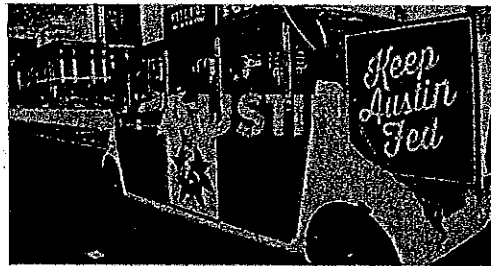
Street legal. Permitted A+ Insurance rated.

ALTERNATIVE REVENUE STREAM

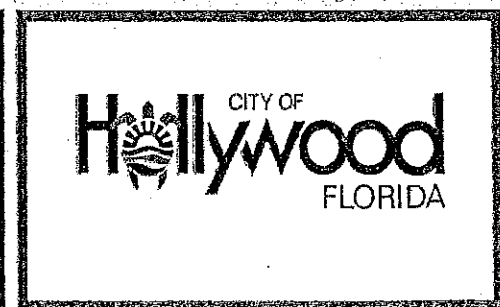
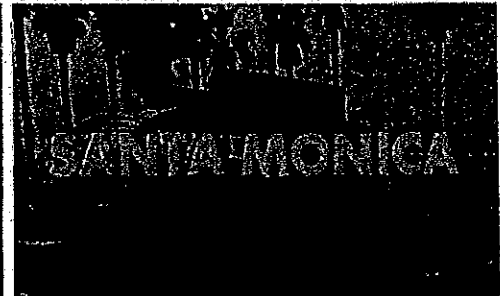
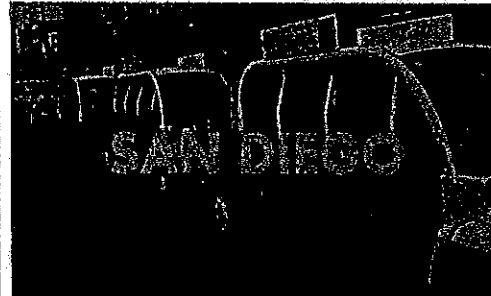
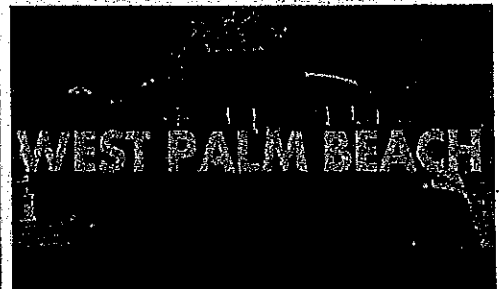
Ad partners can help reduce net cost to a city



HAMPTONS &
MONTAUK

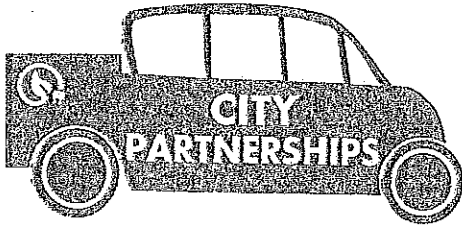


ACTIVE IN 15+
MARKETS AND
GROWING



CASE STUDY

SAN DIEGO



"It's been a pleasure to work with The Free Ride team on our FRED San Diego program. The Free Ride has served as the integral partner of a highly utilized and sustainable transportation system in San Diego... We look forward to a long partnership which will continue to produce increased mobility options in San Diego while reducing our overall carbon footprint."

- Ben Verdugo, Project Manager Civic San Diego



TFR was chosen by Civic San Diego to run FRED (Free Rides Everywhere Downtown):

- 17 Cars and Growing (including Ada Option)
- 500+ Daily Riders
- 6:32 min average wait time

Results:

- 140k+ rides in first year
- 20k + new app users in first 3 months
- 30+ Jobs Created
- Less Congestion, More Mobility
- CO2 Emissions Saved = 96.3 metric tons
- Alonzo Award for Mobility
- Lamplighter Award – Director's Award for Best New Service
- Civic San Diego Extends Contract for 3 more years!

IT'S WORKING IN FLORIDA

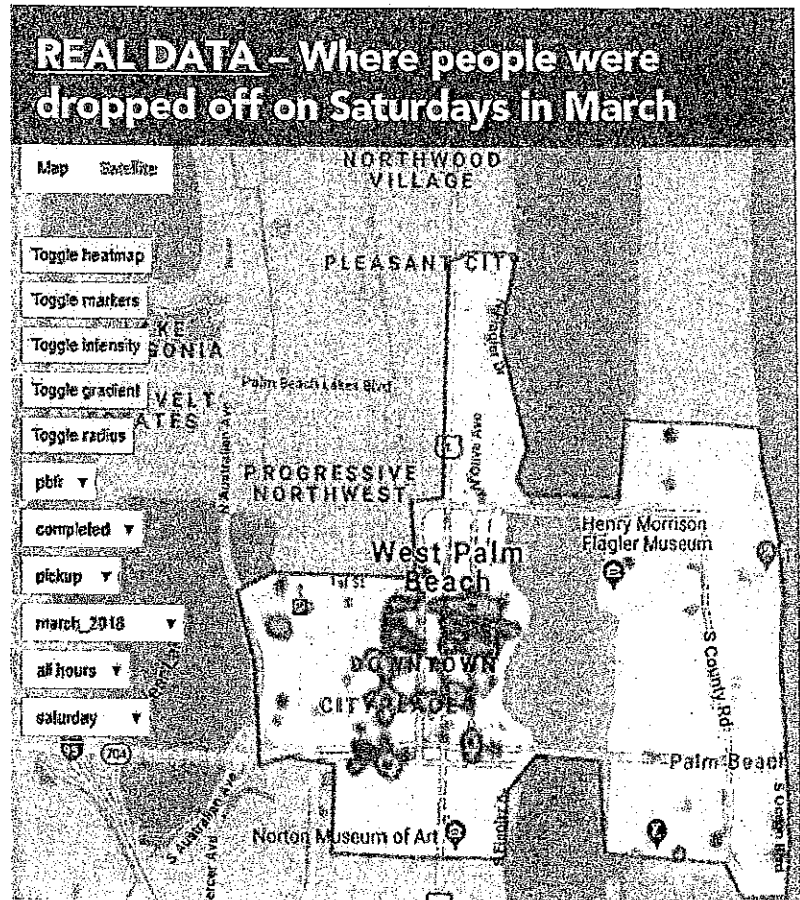
TFR operates in WPB and FTL and Miami

"This is a wonderful option for transportation...our relationship has continued to grow and our guests LOVE the experience of The Free Ride"

- Ashley @ Palm Beach Convention Center

The Free Ride understands how people move in downtown and beach settings and is ready to work with stakeholders and other transportation options to bridge the first-mile/last-mile gap, encouraging people to use buses and trains.

TFR is here to help those who don't want to or can't walk!



Source: The Free Ride App Data

HOLLYWOOD CIRCULATOR

The strategic objective of this initiative is to identify and implement a sustainable hyper-local transportation 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.

- Transportation Circulator Services Solicitation

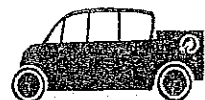


**New, Enclosed,
All Weather Vehicles**

The Free Ride partners with municipalities, private developments, community organizations, local events, and businesses to continue further expansion in the region during 2018.

As a forward thinking, high density, and environmentally conscious city, numerous opportunities exist such as:

- Attract Tourism & Service Large Events
- Enhance Commuter Connections
- Remote Parking Lot Utilization
- Fleet flexibility: Adjust Service Hours / Cars
- Workforce Development & Job Creation
- Branding Exposure for Community Orgs
- Rider Data for Future Planning
- New Ad Revenue Opportunities



GOALS AND OBJECTIVES

TFR aligns with the City of Hollywood's goals

Sustainable/Environmentally Friendly – TFR uses all Electric Cars and can implement Hybrid Vehicles as a solution to the US-1 & Hollywood Boulevard (40mph) Connection portion.

Safety – TFR brings a strong safety record, heavy insurance policies and robust driver safety programs

Courteous Customer Service– TFR's drivers are hourly employees that are pre-screened, trained and supervised by local management team. We seek outgoing, knowledgeable about the area friendly staff to act as local brand ambassadors to the community.

Reliable Transportation Service – TFR has never closed a market and it's system is designed for granular adjustments to cars and services hours depending on special events and seasonality.

Cost-Effective – By using electric cars, costs are lower. TFR can also leverage it's advertising team to offset next costs to the city.

Downtown and Beach Circulator

TFR will connect users with door to door service throughout downtown, the beach, area points of interest and to public transportation hubs.

- *The App Based On-Demand Service will enhance the Resident, Visitor, Commuter and Consumer Experience.*
- *Compliment the existing Trolley Service*
- *Relief for Special Event and Seasonal spikes in Demand on Parking and Circulation*

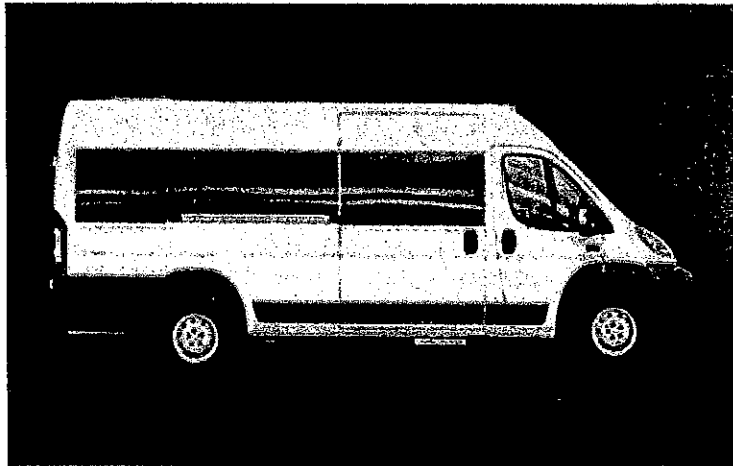


TFR can extend the existing train to trolley service and even reduce the number of downtown trolley stops needed. Offering our on demand service to and from a limited number of trolley stops we can offer a complete ride to and from the Tri-Rail.

US-1 Corridor Connector

TFR will connect US-1 and Hollywood Blvd (East of US1) to the entire coverage area and public transportation hubs utilizing larger EV or Hybrid Vans.

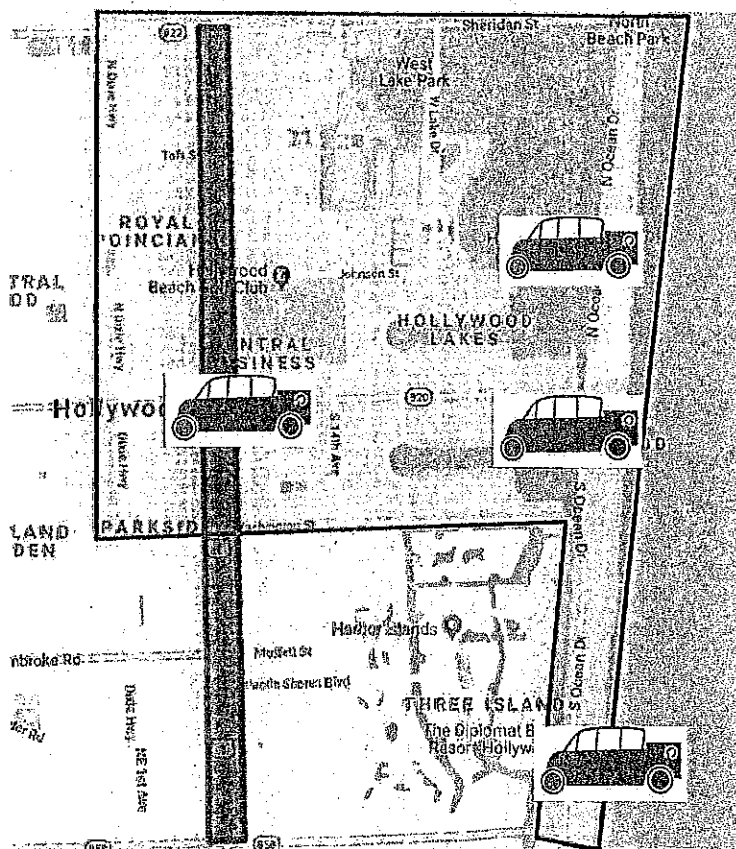
- *Reduce Speed limits* – Senate Bill 1151 in CA is similar and designed to help adjust speed limits.
- *Until then...* - TFR suggests larger EV or Hybrid Vans to travel along the US-1 corridor.
- *Smart System* - Our App will identify any request involving pick-up, drop-off or required travel along US-1 to only be responded to with a designated US-1 vehicle.
- *Taking you where you want to go*- Rides including US-1 travel would not require transfers to TFR GEM shuttles, the Van service would complete the ride to anywhere in the coverage area.



Example Electric Van

Coverage Area

TFR will connect users to downtown Hollywood, Hollywood Beach and public transportation hubs.



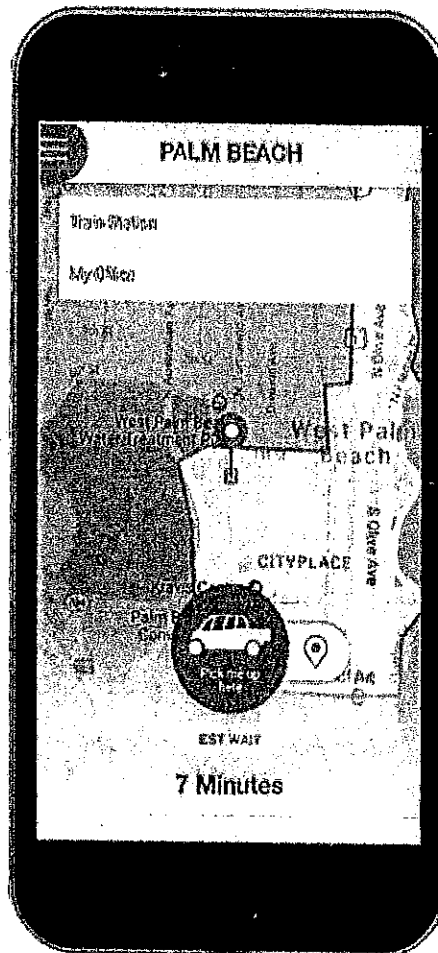
US1 Corridor and 40mph portions of Hollywood Boulevard serviced with Hybrid or EV Vans until traffic calming measures are implemented. Those vehicles are flexible to pick up and drop off at any point in the coverage area.

Remainder of coverage area with the focus on Central Business District and Hollywood Beach to be serviced by fleet of GEM e6 shuttles.

Data generated through TFR App usage will create "Hotspots" we can use to forecast and anticipate demand by locations and time of day and proactively stage vehicles in the respective areas.

TFR APP IN HOLLYWOOD

- 1** Use mobile app to request a ride
OR
Head to a stop.
- 2** App determines the correct vehicle to deploy.
- 3** Driver confirms that he/she is on the way!
- 4** Passenger gets a free ride anywhere within the coverage area.



ON DEMAND

MOVING PEOPLE FROM A TO B

- Micro Transit – Point A to Point B
- Geo fenced coverage area
- App will automatically deploys correct vehicle.
- Pooling features will aggregate riders when convenient
- Data driven smart system
 - Number of rides
 - Locations
 - Request times
 - Number of riders

FLEET FLEXIBILITY

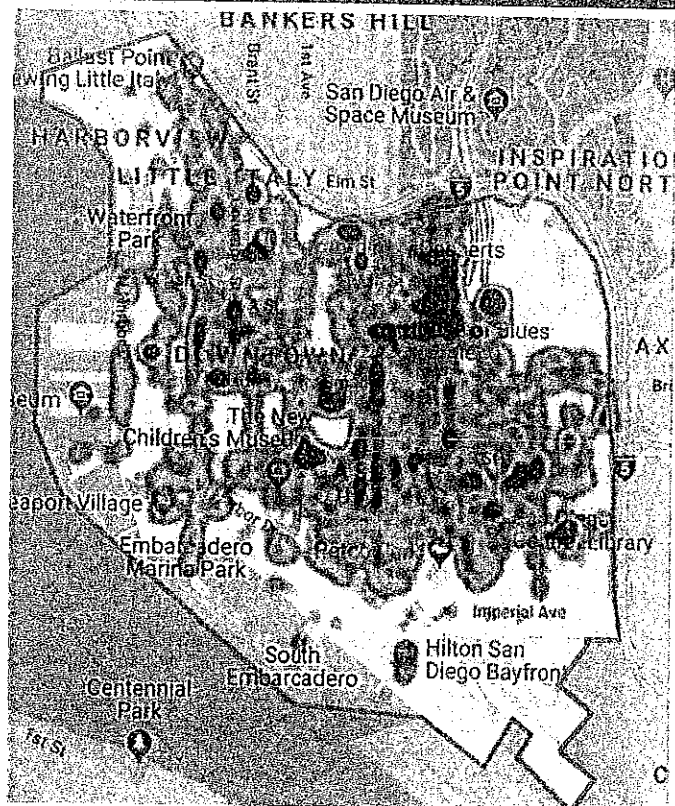
SUPPLY OF VEHICLES BASED ON DATA-DRIVEN ANALYSIS

- Real-time service adjustments
- Adjust number of vehicles in smaller increments
- Forecast rider demand
- Cars move to areas of greater demand

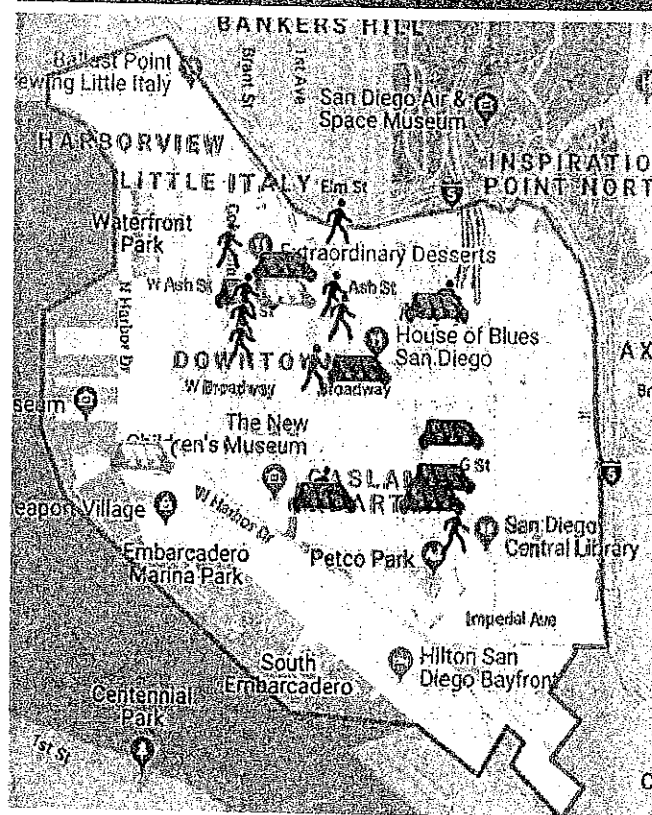
PUTTING DATA TO WORK

Adjusting fleets, drivers and hot-spots on demand

Heat-mapping rider demand



Real-time dashboard



TFR's data collection and tracking from San Diego operations.

RISK, MAINTENANCE, RECOVERY

TRF Transit carries A+ rated commercial insurance with excess umbrella coverage naming all partner municipalities as additional insureds and certificate holders.

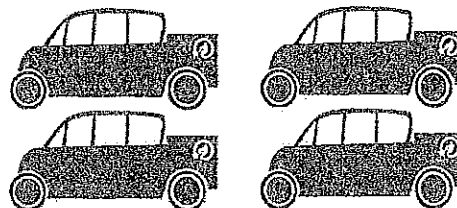
All Driver applicants must have a clear MVR processed by our insurance carrier and must be at least 21 years of age to be considered for hire. During onboarding all staff receives thorough culture and safety training and signs off on understanding and agreeing to comply with company safety policies.

TFR has vehicle manufacturer factory certified technicians on staff to keep vehicles maintained and current with tech and service updates. We have a competitive advantage directly partnering with dealerships to strengthen our supply chain and troubleshoot and remedy any service issues.

TFR is well prepared and equipped to recover in the event of a vehicle going out of service, a driver not reporting to their shift on time or any of the challenges our business is confronted with. TFR leadership and location management has the experience to navigate through complex situations.

PRICING – DOWNTOWN & BEACH

\$18.91 - \$25*



Low Price Per Vehicle Hour – Price will be determined based on #of cars, #of hours, etc.

All In – Price includes cars, paid drivers, insurance, phone systems, management, maintenance, parking, etc.

Flexibility – Service hours and number of cars are easily adjustable. TFR has additional cars available during busy high-season.

Security – Priced to perform. TFR has never gone back to a municipality due to poor budgeting.

Revenue Generating – TFR can work on an advertising revenue split program to reduce net costs considerably. These prices are without any ad revenue.

*Price per vehicle hour will vary based on number of cars and hours. Price range is based on 8-12 vehicle hours and possible increase in OPEX for events. Low price structure assumes advertising revenue share.

PRICING – US1 and Hotels

ELECTRIC OR HYBRID VANS

\$34.69 - \$49.89*

Seamless Transition – App automatically hails vans when pickup or drop off is on US 1

Connectivity – Vans make longer runs for bigger groups to and from hotels

Safety – Vans made available for guests going to and from US1

Flexibility – Service hours and number of cars are easily adjustable.

Revenue Generating – TFR can work on an advertising revenue split program to reduce net costs considerably. These prices are without any ad revenue.

*Price per vehicle hour. Will vary based on number of vans and hours. Price range is based on 8-12 vehicle hours and possible increase in OPEX for events. TFR hopes to craft advertising revenue share.

PRICING – TOTALS & NET COSTS

Keeping Costs Low, Generating Revenues, Reducing Net Costs

COSTS*

- Electric Cars Monthly Costs (In Season Oct-Apr) - \$49,235 (7 Car Service, 12 Hours Per Day)
- Electric Cars Monthly Costs (Offseason May-Sept) - \$28,134 (4 car Service, 12 Hours Per Day)
- Electric Cars Annual Costs - \$485,315
- Hybrid Vans US1 Monthly Costs (In Season Oct-Apr) - \$38,714 (3 Van Service, 12 Hours Per Day)
- Hybrid Vans US1 Monthly Costs (Offseason May-Sept) - \$25,809 (2 Van Service, 12 Hours Per Day)
- Hybrid Vans US1 Annual Costs - \$400,045

ADVERTISING REVENUES**

- Electric Cars Projected Annual Advertising Revenues - \$160,000
- Hybrid Vans US1 Projected Annual Advertising Revenues \$60,000

TOTAL NET COSTS AFTER REVENUE SPLIT***

- Total Annual Costs - \$885,360
- 50% of Total Projected Revenue - \$110,000
- Expected Net Cost - \$775,360

* Price per vehicle hour will vary based on number of cars and hours. Significant cost savings can be achieved by adjusting season to less than 7 Months. Range is based on 8-12 vehicle hours and possible increase in OPEX due to higher labor rates, fuel rates, local additional costs, etc. Low price structure assumes advertising revenue share.

**Advertising revenues are conservative estimates and may fluctuate Up and Down.

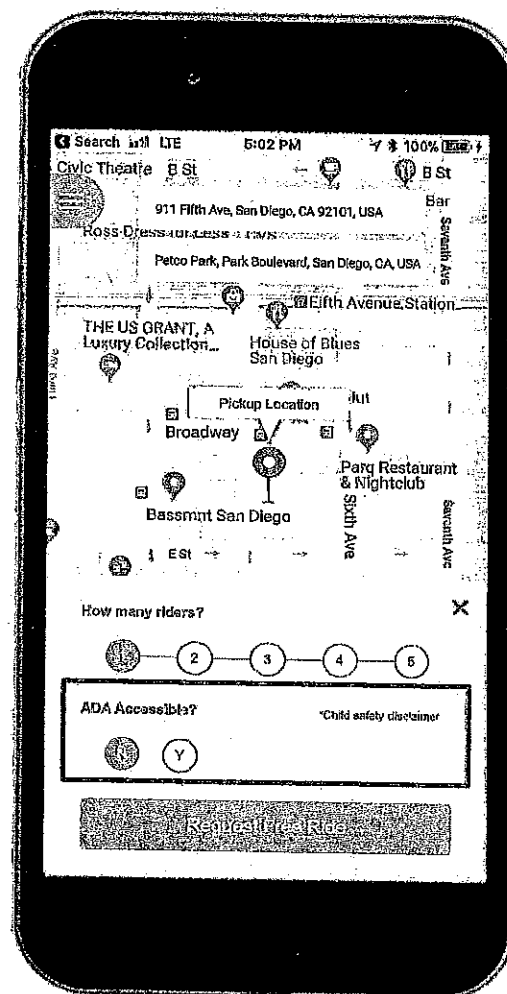
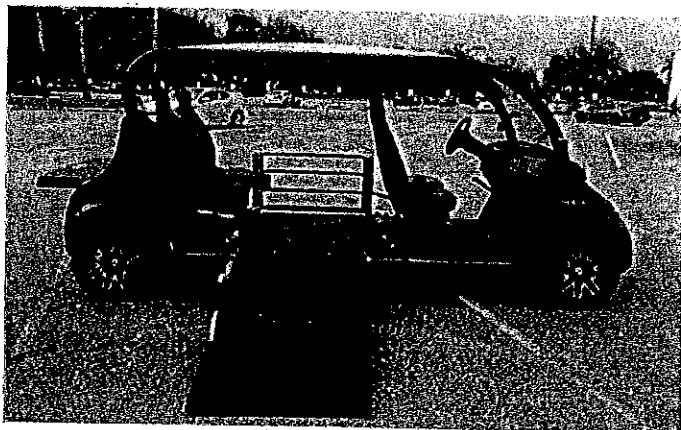
***Example based on 50/50 revenue split. This structure will be negotiated with Shareholders

ADA ACCESSIBILITY

A Solution for Everyone

ADA Accessible Cars – GEM E6 Cars with ramp option available.

ADA APP Request – App designed with feature to allow user to request an ADA accessible car.



RECAP – WHY TFR?

Experienced, Uniquely Aligned, Affordable, Sustainable

EXPERIENCED – Over 6 years of experience running similar operations. .

READY – South Florida team available to get service started in 100 Days. .

DEPENDABLE – TFR is fully insured and permitted and has never left a market it opened.

ECO- FRIENDLY – Electric and/or Hybrid Cars Reduce GHG Emissions

PRICE FLEXIBILITY – Total Cost is adjustable based on budgets, hours and cars.

REVENUE GENERATION – National and Local sales teams generate advertising revenues to reduce the net cost to the city and help the program expand.

THANK YOU!

www.thefreeride.com



APPENDIX 1 - OUR REVIEWS

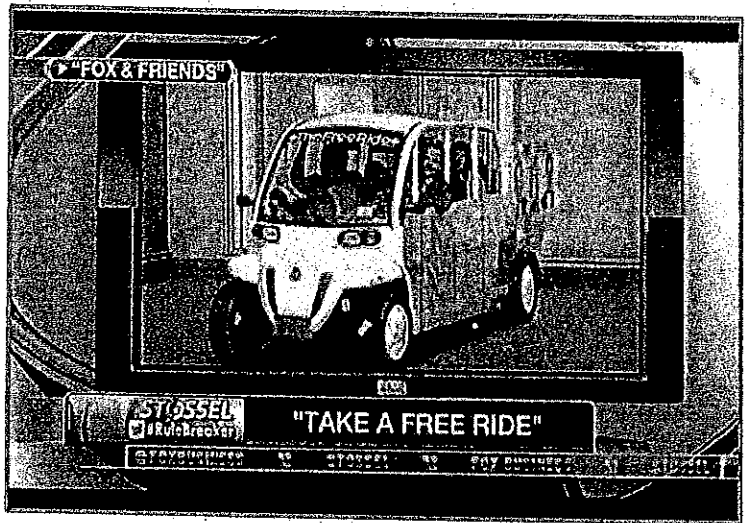
“OVER 1 MILLION RIDES –
AND MAY SOLVE A
PROBLEM THAT EVEN UBER
CAN'T...

...IT'S SIMILAR TO LYFT,
BUT ECO-FRIENDLY
AND FREE.

- Business Insider

GETTING TO THE BEACH
HAS NEVER BEEN MORE
INTERACTIVE, MORE FUN
AND MORE GREEN.

- Vanity Fair



NEW YORK POST

The New York Times



The Washington Post

THE HUFFINGTON POST
DAILY NEWS

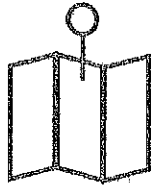


Alonzo Mobility Award
Winner 2016

APPENDIX 2 - HIGHLIGHTS



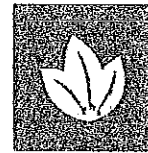
Made in
the U.S.A.



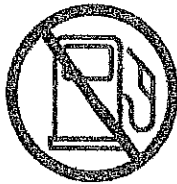
2M+
Total Rides Given



Active in 15+ markets
and growing



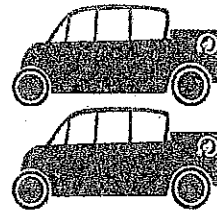
App creates data and
smarter systems



200K+ gallons of
gas saved

100%

Electric Cars



Fleet size is
flexible

APPENDIX 3 – ADVERTISERS

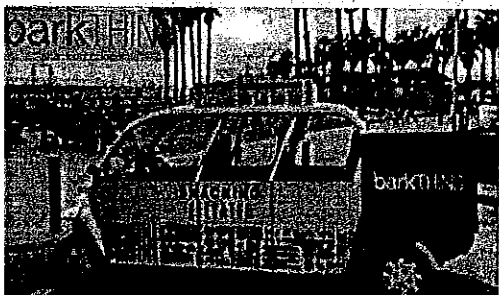
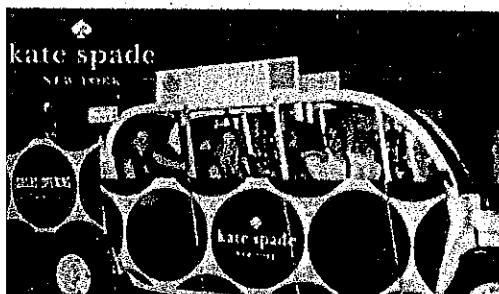


EXHIBIT "C"
SERVICE AREAS AND ROUTES

The Parties hereby agree that the Circulator Service will provide transporting services in the Service Areas depicted on the attached maps and outlined below and in accordance with designated routes:

- I. **Downtown Hollywood Service Area.** The Downtown CRA District is approximately 580 acres and extends from 22nd Avenue on the west to generally 17th Avenue on the east, Johnson Street on the north and Washington Street on the south.
- II. **US Federal Highway Corridor Service Area.** To the North of Sheridan Street and to Pembroke Road
- III. **Hollywood Beach Service Area.** Located on the barrier island, Hollywood Beach is bounded by Hallandale Beach Boulevard on the South, Dania Beach Boulevard on the North, from the Intracoastal Waterway to the Atlantic Ocean.
- IV. **Parking Garages.** The Circulator Service shall pick up and drop off from the following Parking Garages which are located in the Downtown and Beach Service Areas;
A1A at Garfield Street Garage
Van Buren and 20th St Garage
A1A and Nevada Street Garage
Polk St and 19th Avenue Garage
Johnson Street Mobility Hub

NOTE: The parties hereby acknowledge and agree that in accordance with the Exhibit "A", the above service areas and routes are subject to change and or modification. In accordance with Exhibit "A", the 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 CRA. Accordingly, the schedule provided by Company is considered to be a tentative schedule and is subject to change and may be modified depending on the needs and conditions determined by the City/CRA and the provider as set forth in Exhibit "A".

SPECIAL EVENTS: It is hereby acknowledged that the City has various special events during the course of the year which will necessitate Company supporting such special events with mobility options and providing vehicles for said events at the pricing rates set forth in Exhibit "D". As such City and Company shall coordinate for these special events as follows: City will provide Company with 45 days prior notice for requests for additional vehicles for the special events and Company will provide such vehicles to meet the City's needs during the Special Events.

EXHIBIT "D" PRICING

Hollywood, FL Circulator Service			
	Line Items	Days	Total
February	4 cars running around beach (10 Svc Hrs) 5 cars running connector service (12 Svc Hrs) 3 cars running downtown (12 Svc Hrs)	28	\$ 81,872.00
March	4 cars running around beach (10 Svc Hrs) 5 cars running connector service (12 Svc Hrs) 3 cars running downtown (12 Svc Hrs)	31	\$ 90,644.00
April	4 cars running around beach (10 Svc Hrs) 5 cars running connector service (12 Svc Hrs) 3 cars running downtown (12 Svc Hrs)	30	\$ 87,720.00
May	2 cars running around beach (10 Svc Hrs) 4 cars running connector service (12 Hrs) 2 cars running downtown (11 hrs)	31	\$ 59,985.00
June	2 cars running around beach (10 Svc Hrs) 4 cars running connector service (12 Hrs) 2 cars running downtown (11 hrs)	30	\$ 58,050.00
July	2 cars running around beach (10 Svc Hrs) 4 cars running connector service (12 Hrs) 2 cars running downtown (11 hrs)	31	\$ 59,985.00
August	2 cars running around beach (10 Svc Hrs) 4 cars running connector service (12 Hrs) 2 cars running downtown (11 hrs)	31	\$ 59,985.00
September	2 cars running around beach (10 Svc Hrs) 4 cars running connector service (12 Hrs) 2 cars running downtown (11 hrs)	30	\$ 58,050.00
October	2 cars running around beach (10 Svc Hrs) 4 cars running connector service (12 Hrs) 2 cars running downtown (11 hrs)	31	\$ 59,985.00
November	4 cars running around beach (10 Svc Hrs) 5 cars running connector service (12 Svc Hrs) 3 cars running downtown (12 Svc Hrs)	30	\$ 87,720.00
December	4 cars running around beach (10 Svc Hrs) 5 cars running connector service (12 Svc Hrs) 3 cars running downtown (12 Svc Hrs)	31	\$ 90,644.00
January	4 cars running around beach (10 Svc Hrs) 5 cars running connector service (12 Svc Hrs) 3 cars running downtown (12 Svc Hrs)	31	\$ 90,644.00
TOTAL		\$	884,351.75

* Special Event Vehicles will be billed at \$25 per vehicle per hour + additional shipping or branding needs.

EXHIBIT "E"
REVENUE SHARING ADVERTISEMENT SALES SERVICES.

(a) The Company will sell space upon all of its electric vehicles, including those utilized for special events, for the display of commercial advertising. The purpose is to raise revenues to partially finance the operation of the downtown circulator.

(b) The Company will pay to the City 50% of Net Advertising Revenue received by the Company 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 Company shall determine the methods, details, and means for performing the Advertising Sales Services. The Company 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 Company shall invoice each such advertiser for amounts owed for Advertisement Sales Services. In accordance with Section D-4, the Company shall provide a service credit in the amount of 50% of Net Advertising Revenue to the City on the following month's submitted invoice after receipt by the Company of the amounts due from each advertiser. The Company's obligation to submit invoices for amounts owed for Advertisement Sales Services shall be satisfied as to any advertiser by the delivery to such advertiser of three invoices reflecting the amount owed over a ninety (90) day period, whether or not invoiced funds are actually received by the Company. The Company's invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, advertiser contracts etc.

For illustration purposes, the Company submits an invoice to a Media Buyer in the amount due of \$25,000.00 for Advertising Sales Service on January 2019 and the funds were received from that Media Buyer during the month of March 2019. The Company will provide a service credit to the City in the amount of \$12,500.00 on the April 2019 invoice.



JAMJINC-01

BARNETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/26/2019

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Beverly Weed PHONE (A/C, No, Ext): (407) 998-5691 15691 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: Beverly.Weed@loausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Prime Insurance Company	
INSURER B: Insurance Company of the West	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

 TFR Transit, Inc. / Eco Cab, LLC
 2414 E Sunrise Blvd
 Fort Lauderdale, FL 33304

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	SC18051263	05/15/2018	05/15/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
A	AUTOMOBILE LIABILITY	X	PC18051266	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	19-WCG-345768-01	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30-day notice of cancellation applies to additional insured

City of Hollywood is named Additional Insured with respects to the general liability and auto liability as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood 2600 Hollywood Blvd Hollywood, FL 33022-9045	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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