

**AGREEMENT FOR TRANSPORTATION SERVICES  
(POINT TO POINT)**

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**THIS AGREEMENT** is entered into this \_\_day of \_\_\_\_\_20\_\_, by and between the **CITY OF POMPANO BEACH**, a Florida municipal corporation, having its principal office located at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 (referred to as "CITY"), and **CIRCUIT TRANSIT INC.** (referred to as "CONTRACTOR"), authorized to do business in Florida, whose address is 777 S. Flagler Drive, Suite 800 W, West Palm Beach, FL 33401; collectively referred to as "the Parties."

**WHEREAS**, the CITY issued a Request for Proposals ("RFP") for Micro-Transit Transportation Services, RFP25-015, on July 15, 2025; and

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

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

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

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

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

2. Scope of Services

2.1 The CONTRACTOR shall provide Services to the CITY, in accordance with the terms and conditions of this Agreement, and consistent with the City's RFP25-015 and the CONTRACTOR's Response, attached and incorporated as **Exhibit "C."** The Services may be adjusted based upon the needs of the users and may be adjusted by mutual agreement of the Parties and their execution of a written amendment to this Agreement. Notwithstanding the foregoing, to the extent that the terms and conditions of this Agreement conflict with the terms and conditions of the CONTRACTOR's Proposal, this Agreement shall control.

2.2 CONTRACTOR shall provide a year-round point-to-point transportation program that will provide the City of Pompano Beach residents, visitors, and business employees ("Riders")

with convenient and efficient transportation options. The Service should be hospitality oriented, and may include supplementary service during special events requiring vehicles, personnel, and resources.

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

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

- 2.4.1. Operate a demand-response system throughout the boundaries of the Core Service Area Map indicated in **Exhibit "A."** All rides shall either commence or terminate within the boundaries of the Core Service Area described in **Exhibit "A."** The demand-response system boundaries served by CONTRACTOR may be changed upon the execution of a written amendment to the Agreement executed by CONTRACTOR and the CITY's City Manager or their authorized representatives.
- 2.4.2. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors, more specifically described in Section 2.6.
- 2.4.3. Feature a mobile application with which the user will be able to locate their position and flag a proximate, available vehicle to make the pickup.
- 2.4.4. Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
- 2.4.5. Allow users to get to their destination within the Service Area without the need to drive, park or even own a personal vehicle.
- 2.4.6. Reduce traffic and vehicle emissions in the Service Area.

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

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

2.6.1 Services:

- 2.6.1.1 The CONTRACTOR shall provide the Services to the Riders by providing on-demand rides to work, for shopping, restaurant, events, nightlife access and for various venues serving the Core Service Area which is attached as **Exhibit "A."**

- 2.6.1.2 Service Hours will be provided Sunday through Thursday 10 A.M. until 8:00 P.M. and Friday through Saturday 10:00 A.M. until 11 P.M. Any changes in total service hours shall be in writing and mutually agreed upon in writing executed by the CITY's City Manager and the CONTRACTOR.
  - 2.6.1.3 CONTRACTOR shall comply with the driver schedule, which is attached as **Exhibit "A,"** in order to insure there is a minimum number of vehicles operating within the Service Area. Three (3) vehicles shall have a minimum capacity of five (5) standard passengers, and at least one (1) vehicle shall have a decreased standard passenger capacity to provide for one (1) wheelchair passenger.
  - 2.6.1.4 All trips must begin and end within the Core Service Area as shown on the Service Area Map, which is attached hereto as **Exhibit "A."** Any changes in the Service Area Map, including the Core Service Area, shall be in writing and mutually agreed upon in writing executed by the CITY and the CONTRACTOR.
  - 2.6.1.5 The Parties shall meet at least annually to review the services provided in the Service Area and the Core Service Area, and determine if any adjustments are necessary. Any agreed-upon adjustments shall be reduced to a written amendment to this Agreement, to be executed by both Parties.
  - 2.6.1.6 The service shall be free to users. Tipping is permitted, but not required.
  - 2.6.1.7 CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to themselves, other passengers, the driver, the vehicle, or other vehicles or persons.
  - 2.6.1.8 CONTRACTOR is permitted to establish reasonable restrictions on the provision of services to non-service animals.
  - 2.6.1.9 CONTRACTOR shall be prepared to adjust fleet to adhere to changing demands, such as during special events, as more particularly defined in Section 3.4 of the Agreement.
  - 2.6.1.10 CONTRACTOR will communicate any problems or requests to the CITY through its City Manager or designee.
  - 2.6.1.11 CONTRACTOR will have the right to suspend operation of the vehicles without penalty in the case of severe weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to providing written notification to the CITY.
- 2.6.2 Drivers
- 2.6.2.1 CONTRACTOR agrees that their drivers shall serve as ambassadors for the City of Pompano Beach, and shall present themselves in a friendly, personable, and customer-service-oriented manner at all times.
  - 2.6.2.2 CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to engagingly communicate with riders while answering their questions.

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

2.6.3 Vehicles:

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

2.6.4 Technology/App:

- 2.6.4.1 After a ride is requested, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- 2.6.4.2 CONTRACTOR shall offer a mobile application ("App") that is available to individuals on their Android and iPhone electronic devices. The App will allow an individual to do the following with their Android and iPhone devices:
  - a. View location of vehicle, stops, and estimated times of arrival ("ETA") in real-time after a request is made and assigned to a driver.
  - b. App shall be at no cost to the user.
  - c. App shall allow users to provide feedback and rate drivers.
  - d. Allow an individual to request a pickup and be given an estimated wait time based upon driver and vehicle availability.

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

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

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

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

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

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

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

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

2.11.1 Number of Riders on a daily, weekly, and monthly basis and locations for pickup and drop-off;

- 2.11.2 Addresses from which riders are picked up and addresses of drop-off locations;
- 2.11.3 Number of vehicles not in operation on a daily, weekly, and monthly basis, including a description of the malfunction or reason for the inoperable vehicle, and the length of time to place the vehicle back in service;
- 2.11.4 Average wait time from request through the mobile app until arrival by the vehicle on a daily, weekly, and monthly basis;
- 2.11.5 Average trip duration on a daily, weekly, and monthly basis;
- 2.11.6 Number of passenger complaints received, and resolution of complaints on a daily, weekly, and monthly basis.

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

### 3. Contract Price.

3.1 The CITY agrees to pay CONTRACTOR an amount not to exceed **Three Hundred Twenty-Six Thousand Seven Hundred and Nine Dollars (\$326,709.00)** for the faithful performance of this Agreement, and for work as directed by CITY in accordance with the schedule and Service Fee Structure in **Exhibit “A,”** which is inclusive of an annual minimum guaranteed vehicle advertising revenue of **Forty-Two Thousand Five Hundred Dollars (\$42,500.00)** described in Paragraph 3.7 below. The Contract Price is all-inclusive for the work being performed by CONTRACTOR, and the CITY shall not be responsible for the payment of any additional fees, unless the parties enter into a written amendment to this Agreement which is approved by the City Commission, and executed by both Parties. The Parties acknowledge that the foregoing minimum guaranteed vehicle advertising revenue has been provided based on CONTRACTOR’s then-current advertising agreements and available advertising inventory as of the CONTRACTOR’s RFP submission date, and that any advertising guarantee is reviewed and extended on a City-specific basis by reference to the advertising contracts then in effect. The CITY will not make any additional payments such as fuel surcharges, demurrage fees, delay in delivery charges.

### 3.2 Payment Terms.

- 3.2.1 The Contract Price to be paid to CONTRACTOR by the CITY shall be divided into twelve payments per year based on the annual amounts at **Exhibit “A,”** subject to any additional credits for advertising revenue that may be applied for the benefit of the CITY as set forth more fully in Section 3.7.
- 3.2.2 Any additional charges for services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided, which may be mutually agreed upon by the Parties from time to time and billed on an hourly basis, in accordance with Section 3.4 below, will be provided in a separate invoice to the CITY and paid by the CITY to CONTRACTOR on a monthly basis.

### 3.3 Invoices.

- 3.3.1 Contract Price. For payment purposes, CONTRACTOR will invoice the CITY on a monthly basis for the Services provided pursuant to this Agreement. CONTRACTOR shall submit invoice to the CITY no later than the 15th day of the month. CITY may withhold payment until a final determination is made that all Services have been or are being performed pursuant to this Agreement. Notwithstanding the foregoing, in no event shall CITY withhold payment that is more than fifteen (15) days past due unless it has provided CONTRACTOR with written notice of a material breach of this Agreement for which payment is being withheld, with an opportunity to cure as more fully set forth in Section 13, Termination.
- 3.3.2 Charges for Additional Services. For additional charges incurred by CITY in connection with services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided. The CITY agrees to pay the CONTRACTOR as set forth in Section 3.4 below, CONTRACTOR shall submit an invoice to the CITY no later than the 15th day of the month in which such services are performed.
- 3.3.3 The invoices submitted by CONTRACTOR shall contain the following basic information: CONTRACTOR's name and address, invoice number, date of invoice, a description of the service performed, and any credits to the CITY for advertising revenue due to the CITY pursuant to Section 3.7.

3.4 Hourly Rate. For services to be provided outside of the Services agreed upon by the parties under this Agreement, but utilizing the three (3) contracted fleet vehicles, the CITY agrees to pay the CONTRACTOR an hourly rate per vehicle, for the services provided, as indicated in **Exhibit "A."** Any services provided by the CONTRACTOR outside of the Services agreed upon by the parties under this Agreement shall require the prior written consent of CONTRACTOR and the CITY's City Manager or their authorized representatives. Upon request from the CITY, the cost for any additional vehicles shall be provided by CONTRACTOR to the CITY. The CITY shall only be obligated to pay the cost for the use of additional vehicles, and CONTRACTOR shall only be obligated to supply the additional vehicles, upon the execution of a written authorization executed by the CONTRACTOR and the CITY's City Manager or their authorized representatives.

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

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

- 3.6.1 Failure to provide backup service within twenty-four (24) hours in the event that one or more vehicles are out of service shall result in a penalty of \$50.00.
- 3.6.2 Failure to maintain vehicle exterior and interior cleanliness and aesthetics following a written warning to the CONTRACTOR from the CITY with a twenty-four (24) hour opportunity to cure, shall result in a penalty of \$100.00 per occurrence.

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

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

3.7 Revenue Sharing/Advertisement Sales Services.

- 3.7.1 CONTRACTOR shall sell space on the exterior or interior of the Vehicles for the display of commercial advertising with the goal of raising revenue to partially finance the cost of the Services performed under this Agreement ("Advertising Revenue"). CONTRACTOR agrees to provide the City with a copy of all advertising revenue contracts it executes with businesses, as well as providing an accounting of all advertising revenue in a report to accompany each monthly invoice.
- 3.7.2 CONTRACTOR shall credit the CITY's monthly invoice by 1/12th of the annual minimum guarantee advertising revenue, Forty-Two Thousand Five Hundred Dollars (\$42,500.00), generated from the sale of advertising on the Vehicles during each calendar year of the Term.
- 3.7.3 Gross Advertising Revenue in excess of the Minimum Guarantee Advertising Revenue or Forty-Two Thousand Five Hundred Dollars (\$42,500.00) that is generated and actually received by CONTRACTOR in connection with sales of advertising on the interior or exterior of the Vehicles (collectively the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements") shall be divided equally between CONTRACTOR and the CITY, with each party entitled to 50% of Gross Advertising Revenue that is generated and actually received by CONTRACTOR.
- 3.7.4 Gross Advertising Revenue means the gross advertising revenue received less all other costs and expenses, including, but not limited to advertisement design and production costs, incurred by the CONTRACTOR in connection with providing the Advertisement Sales Services.
- 3.7.5 CONTRACTOR shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CITY's consent, which shall not be unreasonably withheld. The City shall be deemed to have consented if the CITY has not objected to such Advertising Sales Services within forty-eight (48) hours of the notice to the CITY. CONTRACTOR shall not accept advertising content that includes or is related to the following:
- 3.7.5.1 Discrimination against a person, or sections of the community, on account of race, sex, age, sexual preference, religion, disability, sexual orientation, or political belief;
  - 3.7.5.2 Contains strong or obscene language;
  - 3.7.5.3 Promotes the use of tobacco and controlled substances;
  - 3.7.5.4 Contains sexual or reproductive material;
  - 3.7.5.5 Promotes or opposes "adult entertainment" strip clubs, and/or the sale of
- City of Pompano Beach, Florida and Circuit Transit, Inc., ID#13003



- pornographic materials;
- 3.7.5.6 Promotes the sale or distribution of firearms; and
- 3.7.5.7 Contravenes any applicable law.

3.7.6 CONTRACTOR shall invoice each advertiser for amounts owed for Advertisement Sales Services. The Parties agree that revenue generated from advertising sales will be shared on a 50/50 basis between the Parties. The first \$85,000 of advertising sales, and the resulting \$42,500 CITY share is guaranteed. For amounts of advertising sales in excess of \$85,000.00, CONTRACTOR shall provide a credit in the amount of 50% of Gross Advertising Revenue to the CITY on the following month's submitted invoice after receipt by the CONTRACTOR of the amounts due from each advertiser. The CONTRACTOR's obligation to submit invoices for amounts owed for Advertisement Sales Services shall be satisfied as to any advertiser by the delivery to such advertiser of three invoices reflecting the amount owed over a ninety (90) day period, whether or not invoiced funds are actually received by the CONTRACTOR. The CONTRACTOR's invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, and any outstanding advertiser contracts.

4. **The Term** of this Agreement shall commence upon full and complete execution by the Parties, and shall continue for **five (5) years**. This contract is not subject to renewal.

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

5.1 **Performance Under Law.** The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

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

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

8. CONTRACTOR's Employees.

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

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

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

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

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

9. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

9.1 Conflict of Interest. During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

9.2 Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the

term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

9.3 The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement.

10. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

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

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

12. Waiver. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

12.1 No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

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

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

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

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

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

13.5 Continuation of Services: CONTRACTOR will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that the CITY provides notice of termination and directs CONTRACTOR not to perform the services during the notice period, the CITY agrees to pay CONTRACTOR for all services performed in connection with the services provided under this Agreement and any addendum through the date of termination.

14. Effect of Default

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

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

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

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

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

18. INSURANCE

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

18.2 The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Pompano Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or

copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

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

19. CONTRACTOR's Responsibilities.

19.1 The CONTRACTOR shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in the City's RFP25-015 and Contractor's Response, which is attached and incorporated into this Agreement and the applicable Terms and Conditions outlined in the Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020, which is attached as **Exhibit "D"**

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

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

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

19.5 If any of the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into the solicitation and the resultant contract by reference.

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

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

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

22. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

**BY ENTERING INTO THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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

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

25. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

26. Prior to hiring a contract employee or contracting with a CONTRACTOR, the CITY may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or CONTRACTOR will be required to sign an authorization for the CITY to access criminal background information. The costs for the background checks shall be borne by the CITY.

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

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

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

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



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

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

33. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Jeff Lantz, Parking Operations Manager, Parking Operations Department and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

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

For CITY:

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

With copy to:

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

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

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

For CONTRACTOR:

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

Jason Bagley  
Circuit Transit Inc.  
1305 SW 8<sup>th</sup> Avenue  
Fort Lauderdale, FL 33315  
[jason@ridecircuit.com](mailto:jason@ridecircuit.com)  
305-494-1612 office

33. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

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

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service.

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

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

**PUBLIC RECORDS CUSTODIAN  
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE  
CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN  
OF PUBLIC RECORDS AT:**

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

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

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

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

38. Entire Agreement - This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

39. **Headings.** The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

40. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

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

42. **No Third-Party Beneficiaries.** Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

43. **Public Entity Crimes Act.** As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the Convicted Vendors List during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

44. **Binding Effect.** The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

45. **Employment Eligibility.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination

46. **Scrutinized Companies.** By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not

participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

47. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

48. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

49. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

50. *Severability.* Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

51. In the event of inconsistency between the documents, unless otherwise provided in this Agreement, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement
  - RFP25-015 – Micro-Transit Transportation Services
  - Any subsequent information submitted by CONTRACTOR during the evaluation and negotiation process
  - Insurance Requirements
  - Public Transportation Grant Agreement Between Florida Department of Transportation and the City of Pompano Beach, dated August 27, 2020.

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

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

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

**"CONTRACTOR"**

**CIRCUIT TRANSIT INC.**

Witnesses:

*Jennifer Villacis*  
Jennifer Villacis  
(Print or Type Name)

By: *James Mirras*  
James Mirras, Chief Operating Officer

*Mary Croghan*  
MARY CROGHAN  
(Print or Type Name)

STATE OF ~~FLORIDA~~ NEW YORK

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6<sup>th</sup> day of NOVEMBER 2025, ~~2021~~, by JAMES MIRRAS, as Chief Operating Officer of CIRCUIT TRANSIT INC., a Florida corporation on behalf of the corporation He is personally known to me or who has produced NEW YORK DRIVER LIC (type of identification) as identification.

NOTARY'S SEAL:

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

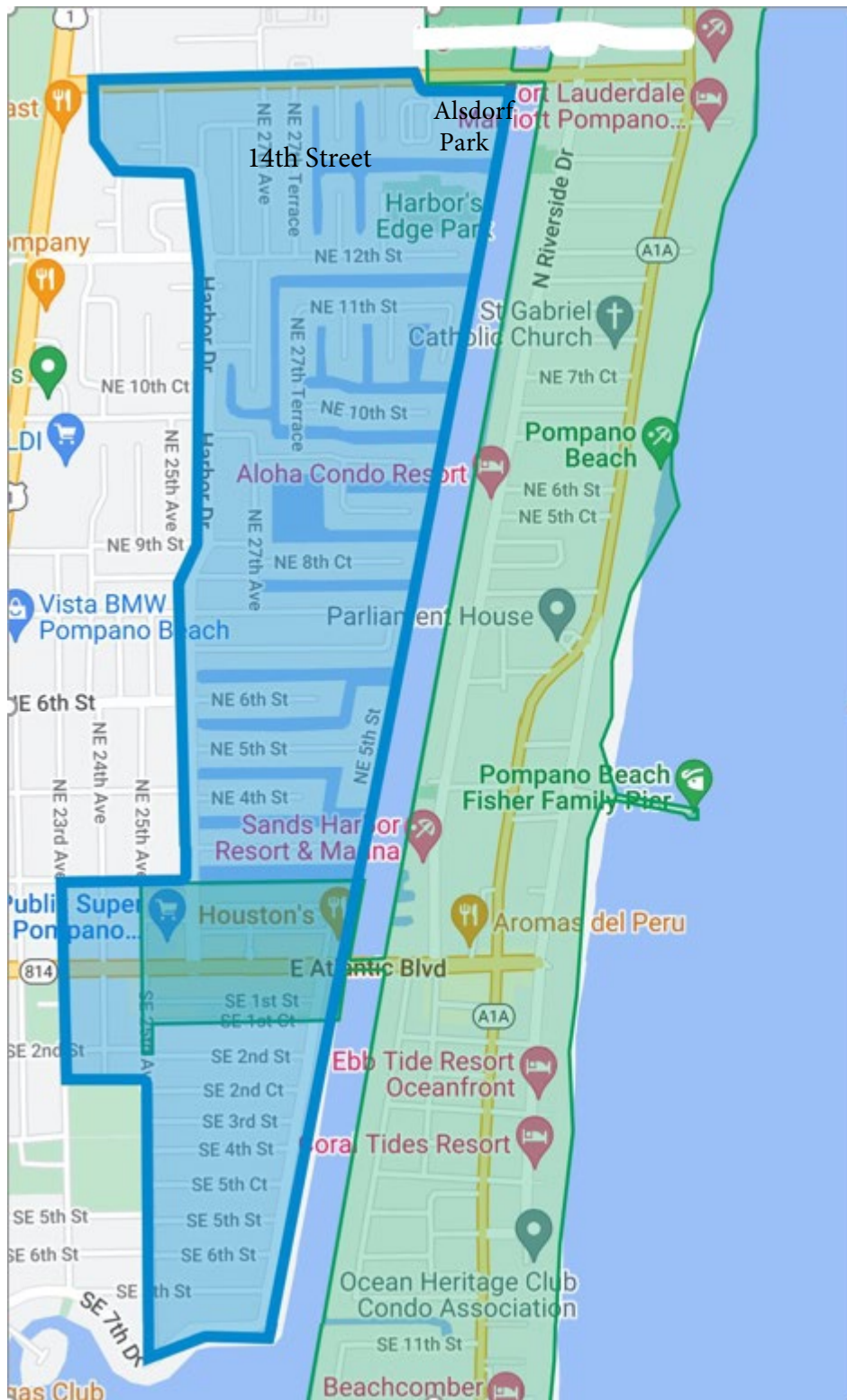
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ NEW YORK

*Mary E. Croghan*  
(Name of Acknowledger Typed, Printed or Stamped)  
MARY E. CROGHAN

Commission Number No. 01CR6095486



# **EXHIBIT A**



#### Current Service Areas:

The areas shaded in **green** represent the zones currently served by the City's Micro Transit system. These areas are fully operational and receiving transit coverage as part of the existing service plan.

#### Proposed Expansion Areas:

The areas shaded in **blue** indicate the proposed zones for service expansion. While the exact boundaries are still under evaluation, these areas—but not limited to those shown—are being considered by the City as part of a potential extension of the Micro Transit program.

## TRANSPORTATION CONTRACT #13003

### CIRCUIT TRANSIT INC., RFP25-015

#### Service Fee Structure

Rates	Amount	Notes
GEM Rate per Service Hour	\$38.45	Cost before any advertising revenue or discounts, based on 821 monthly service hours.
Monthly Service Hours	821	Total aggregate hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours.
Estimated Annual Advertising Revenue to City (Already Contracted)	\$42,500	Contracted revenue based on our current advertising agreements through 1/3/27. This assumes only 2 cars continue to be available for advertising.
Annual Parking costs paid back to City	\$9,600	Budgeted Costs that will be paid back to the city for parking.
Estimated Annual Cost to Pompano Beach	<b>\$326,709</b>	Annual Total after estimated cost reductions.
Implied Rate per Service Hour	\$33.16	Rate based on 821 monthly service hours of operations after estimated advertising & parking cost reduction.
Implied Rate per Hour of Operation	\$27.55	Rate based on 988 monthly hours of operation after estimated advertising & parking cost reduction.
Implied Cost Per Rider	\$2.75	Based on July 2025 Passenger Count.

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

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

Proposer shall state their proposed hours of operation and employees to service the program for the City. The current schedule is:

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

# **MICRO-TRANSIT TRANSPORTATION SERVICE**

**CONTRACT #13003**

**RFP25-015**

## **SERVICE HOURS**

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

The current schedule is:

<b>DAYS OF THE WEEK</b>	<b>TIME SCHEDULE</b>
Sunday	10 am – 8 pm
Monday – Thursday	10 am – 8 pm
Friday – Saturday	10 am – 11 pm

## **EXHIBIT B**

## EXHIBIT B

### INSURANCE REQUIREMENTS : \_\_\_\_\_

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

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

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

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

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

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

B. Liability Insurance.

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

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

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

X__ comprehensive form	bodily injury and property damage
X__ premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
X__ products/completed operations hazard	bodily injury and property damage combined
X__ contractual insurance	bodily injury and property damage combined
X__ broad form property damage	bodily injury and property damage combined
X__ independent contractors	personal injury
X__ personal injury	
X__ CG2010	ongoing operations (or its' equivalent)
X__ CG 2037	completed operations (or its' equivalent)
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

☐ Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form	<input checked="" type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000
XX owned	(Florida's Minimum Coverage)
XX hired	
XX non-owned	

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

## REAL & PERSONAL PROPERTY

\_\_\_ comprehensive form Agent must show proof they have this coverage.

### EXCESS LIABILITY

Per Occurrence Aggregate

\_ umbrella (Drop Down). bodily injury and \$1,000,000 \$1,000,000  
property damage combined

### ENVIRONMENTAL/POLLUTION LIABILITY

Per Occurrence Aggregate

\* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

**CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.**

### PROFESSIONAL LIABILITY

Per Occurrence Aggregate

X\_ \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

**CONTRACTOR is required to provide Professional Liability if engineering and design is used.**

### CYBER LIABILITY

Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis \$3,000,000 \$3,000,000

\_\_\_ Network Security / Privacy Liability

\_\_\_ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

\_\_\_ Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)

\_\_\_ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

### CRIME LIABILITY

Per Occurrence Aggregate

\_\_\_ \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

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



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

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

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

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

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

**Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2025

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).

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071  CN143116387--GAUWC-25-26	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Pacific Insurance Company Ltd. <b>INSURER B:</b> Lloyd's Of London <b>INSURER C:</b> Hartford Fire Insurance Company <b>INSURER D:</b> Insurance Company Of The West <b>INSURER E:</b> Certain Underwriters at Lloyd's MRS 457 <b>INSURER F:</b> Trisura Specialty Insurance Company	<b>NAIC #</b> 10046 85202 19682 27847  16188
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**COVERAGES****CERTIFICATE NUMBER:**

LOS-002745307-10

**REVISION NUMBER:** 3

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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			57 YR3 OH8457	06/11/2025	06/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			57 YR2 OH8391	06/11/2025	06/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input type="checkbox"/> ANY AUTO			57 YR2 OH8393 (NY)	06/11/2025	06/11/2026	BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS		57 YQ3 OH8392 (MA)	06/11/2025	06/11/2026	BODILY INJURY (Per accident) \$
X	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
F				AESIR-265-AEFF-CTI-02-2025 (Excess)	06/11/2025	06/11/2026	Excess Auto (XS \$1M) \$ 4,000,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		B0509BOWCN2551370	06/11/2025	06/11/2026	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE		Excess of General Liability Only			AGGREGATE \$ 5,000,000
	DED	RETENTION \$					\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WVE 5046725 06	03/01/2025	03/01/2026	<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
E	Cyber			01MRCT0000356-01	06/11/2025	06/11/2026	Limit, Ded: \$25,000 3,000,000

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

Certificate Holder is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pompano Beach 100 W Atlantic Blvd. Pompano Beach, FL 33060	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Marsh Risk &amp; Insurance Services</i>
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## **EXHIBIT C**



**Florida's Warmest Welcome**

**REQUEST FOR PROPOSALS (RFP)**

**RFP25-015**

**Micro-Transit Transportation Services**

**Non-Mandatory Pre-Proposal Meeting:**

**July 24, 2025, at 10:00 A.M.**

**Virtual Zoom Meeting**

**For access, go to:**

**<https://www.pompanobeachfl.gov/meetings>**

**RFP OPENING: August 19, 2025, at 2:00 PM**

**Virtual Zoom Meeting**

**For access, go to:**

**<https://www.pompanobeachfl.gov/meetings>**



July 15, 2025

Dear Prospective Proposers,

**SUBJECT:** REQUEST FOR PROPOSALS (RFP) RFP25-015 - Micro-Transit Transportation Services

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Micro-Transit Transportation Services.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." [F.S 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

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## 1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- **“Bid”** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms **Bid and Proposal** may be used interchangeably throughout this RFP.
- **“Contract”** means any agreement resulting from this RFP. **Contract** and **Agreement** may be used interchangeably throughout this RFP.
- **“Project”** generally comprises furnishing short-distance on-demand electric vehicle services as described by the contract documents.
- **“Project Team”** means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- **“Proposer”** means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- **“Team Member(s)”** means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- **“Proposal”** means the complete response of the Proposer to the RFP, including adequately completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect those requirements deemed necessary for the agreement/contract by the City.

## 2. SCHEDULE OF EVENTS

<b>RFP NUMBER:</b>	<b>RFP25-015</b>
<b>RFP TITLE:</b>	<b>Micro-Transit Transportation Services</b>
<b>RELEASE DATE:</b>	<b>July 15, 2025</b>
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	<b>July 18, 2025</b>
<b>Non-Mandatory Pre-Proposal Meeting: VIRTUAL ZOOM MEETING</b>	<b>July 24, 2025, at 10:00 AM</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>August 7, 2025, at 5:00 PM</b>
<b>RFP RESPONSES DUE DATE/TIME:</b>	<b>August 19, 2025</b>
<b>EVALUATION COMMITTEE MEETINGS</b>	<b>TBD</b>
<b>RECOMMENDATION FOR AWARD:</b>	<b>TBD</b>
<b>DIRECT ALL INQUIRIES TO:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<b><a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a></b>
<b>PROPOSAL VIRTUAL OPENING:</b>	<b><a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a></b>



### **3. INTRODUCTION AND GENERAL INFORMATION**

#### **3.1. Project Background**

The City is interested in continuing the micro-transit transportation program (the “Program”) to transport users around the beach area and enhance ride-share services within the City. This Program will include short-distance, on-demand electric vehicle services on and near the barrier island between Atlantic Boulevard and S.E. 2<sup>nd</sup> Street to the south and Hillsboro Inlet Park to the north. In addition, the service may be expanded at the City’s discretion.

The City is utilizing a Florida Department of Transportation (FDOT) Grant to offset the Program’s costs. The grant application is included in Ordinance 2025-27, which is part of the Appendix to this solicitation. Proposers must affirm in their Letter of Transmittal that they are familiar with the grant’s requirements and are able to fully comply with all applicable terms and conditions.

#### **3.2. Non-Mandatory Pre-Proposal Meeting**

The Pre-Proposal Meeting will be held via a Virtual Zoom Meeting on July 24, 2025, at 10:00 AM. (local). The Zoom link is available on the City’s Meetings webpage: <https://www.pompanobeachfl.gov/meetings>.

#### **3.3. Proposal Submittal Due Date**

The City will receive sealed proposals by **2:00 p.m. (local) on August 19, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

#### **3.4. Questions and Communication**

<http://www.pompanobeachfl.ionwave.net> is the official method of the Procurement and Contracts Department, which has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before **August 7, 2025, at 5:00 PM** via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this RFP document or by an Addendum shall not be binding on the City.

## **4. SCOPE OF SERVICES**

### **4.0 Scope of Services:**

The City's primary objective in developing the Program is to ultimately relieve congestion on the barrier island and west on Atlantic Blvd. to S.E. 25<sup>th</sup> Avenue. The City plans to further extend routes, including but not limited to the north through Harbor Village to 14<sup>th</sup> Street and south from Harbor Drive to SE 7<sup>th</sup> Street. With this, the City would like to maintain the on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence, hotel, or other local attraction for transport to and from area restaurants and other amenities. The City's intention is to also provide for some park and ride locations within the City, located on the barrier island, as well as located just west of the Intracoastal Waterway on Atlantic Blvd. It is expected that the system would improve traffic congestion while reducing emissions.

#### **4.1. Key Program Parameters:**

- 4.1.1. The City will select one (1) qualified proposer.
- 4.1.2. Vehicles must be Neighborhood Electric Vehicles (NEVs), GEM cars, or similar, compliant with Federal Motor Vehicle Safety Standards (FMVSS), and equipped with modern charging equipment.
- 4.1.3. The Program will start with at least three (3) vehicles and an ADA-compliant vehicle in reserve, with options to expand based on demand as services increase.
- 4.1.4. The Program will operate as a demand-response system, offering point-to-point transit within the service area boundary.
- 4.1.5. The proposer must provide all necessary vehicles, personnel, and resources to support the agreed-upon service schedule. Operations are expected to begin within 30 days of contract execution.
- 4.1.6. Proposers must recommend vehicle sizes and frequencies that efficiently accommodate future ridership demand.

#### **4.2. Program Objectives:**

Proposers are expected to meet the following program objectives:

- 4.2.1. Operate an on-demand response system within the designated service area (Attachment A); final stops/routes to be determined.
- 4.2.2. Transport riders, which may include area residents, visitors, and employees, to and from their destination.
- 4.2.3. **Provide the flexibility and availability of resources to scale up and down the supply of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.**
- 4.2.4. Provide a safe and pleasant rider experience with qualified, courteous drivers who represent the City.
- 4.2.5. Offer a mobile app allowing users to locate their position and hail nearby vehicles.
- 4.2.6. Reduce time spent by workers and visitors searching for parking.
- 4.2.7. Enable users to travel within the service area without needing to drive, park, or even own a personal vehicle.
- 4.2.8. Help reduce traffic congestion and vehicle emissions.

#### **4.3. Customer Service:**

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

#### **4.4. Program Service Package:**

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

#### **4.5. Service Parameters for Micro-transit Services:**

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

#### **The criteria below constitute the City's service guidelines for the point-to-point program:**

- 4.5.1. The program will serve the City's residents, guests, and commuters by providing on-demand rides to work, for shopping, restaurants, events, and nightlife access. Service will be provided as indicated above. Any changes in the service hours shall be in writing and mutually agreed upon.
- 4.5.2. The program may also serve park-and-ride lots in various locations (as discussed earlier in this RFP) from which patrons (i.e., area workers) will be picked up and taken to their destination within the service area.
- 4.5.3. All trips must begin and end within an area as shown on the service area map (Attachment A). Any changes in the service area shall be in writing and mutually agreed upon.
- 4.5.4. Currently, the service is free to users. For on-demand services, the service must be provided in fully-electric vehicles that are on-call via a mobile app, phone number, or ride-hailing. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supplies state-of-the-art charging equipment. This is the preferred vehicle type; however, respondents may include information on alternative vehicles. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- 4.5.5. The proposer shall provide a mobile application compatible with Android and iPhone for requesting on-demand rides. The app must also be able to accept payments if the City requests them.
- 4.5.6. When requesting a ride via the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability. Vehicles shall collect ridership data via app and manual counts, with phone calls or ride-hailing. Additionally, the proposer will maintain accurate and complete records of the service and submit monthly, quarterly, and yearly reports to the City. These reports may also include, but are not limited to, hourly, daily, weekly, and monthly ridership data, complaints, mileage, driver's names and suspensions, and accidents.
- 4.5.7. Proposer must include an ADA vehicle as part of the fleet.
- 4.5.8. Proposer shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers of the selected Proposer will serve as ambassadors for the City, and they must be employees of the Proposer. Qualified drivers must be screened, hired, and trained by the proposer, with satisfactory background checks. Additionally, drivers will undergo any further training deemed necessary by the City. The proposer will provide the City with background checks on all drivers. The City shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's licenses and adhere to all City, Broward County, and state traffic and driving laws. Drivers must wear a company uniform and name tag.
- 4.5.9. Proposer will communicate any problems or requests to the City through the City's Parking Manager or designee.
- 4.5.10. Proposer will have the right to suspend operation of the vehicles without penalty in the case of extreme weather with written notification to the City.
- 4.5.11. The program's term shall be up to five (5) years from contract execution, with the option of two one-year renewals.
- 4.5.12. Vehicle maintenance and charging must be performed by the proposer.
- 4.5.13. Proposer is responsible for ensuring that drivers and all passengers on board vehicles are in compliance with all federal, state or local regulations governing the operation of a vehicle on public or private streets.
- 4.5.14. Proposer shall be responsible for the cleanliness of the interior and the exterior of the vehicles.
- 4.5.15. The City reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined above. Relief personnel shall be readily available throughout the term of the contract.

#### **4.6. Mechanical Operational Issues**

The Proposer must maintain at least three vehicles in operation and an ADA vehicle in reserve and available on demand at all times. Proposers must demonstrate their ability to replace any vehicles with mechanical issues or employees who are unable to come in within 24 hours.

#### **4.7. Advertising:**

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

#### **4.8. Grant Requirements:**

The Proposer shall be solely responsible for maintaining full compliance with all federal, state, and local grant requirements applicable to the micro-transit transportation services provided under this Agreement. This responsibility includes ensuring that all documentation, operational practices, data reporting, and service delivery meet the standards and conditions established by any grant funding sources identified by the City, including but not limited to the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT).

The Proposer must identify and understand all applicable grant conditions and continuously monitor its service delivery and documentation practices to ensure ongoing compliance. If any changes, discrepancies, or required adjustments arise that could affect compliance—such as those related to operational procedures, reporting protocols, performance metrics, or documentation standards—the Proposer shall promptly notify the City in writing. This notification must include a description of the issue and a proposed plan of corrective action or recommended adjustments for City review and approval, submitted within five (5) business days of identifying the issue.

In addition, the Proposer shall maintain all necessary records and documentation to demonstrate compliance with applicable grant requirements and to support the City in audits, grant reporting, or reviews conducted by funding agencies. Any issues of non-compliance, including those resulting in disallowed costs, penalties, or corrective actions required by a funding agency, shall be the sole responsibility of the Proposer. The Proposer's failure to comply with these requirements may be deemed a material breach of contract.

#### **4.9. Cost of the Program to the City:**

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

If the Proposer believes that there are options for revenue sharing or Cost Sharing with the City, the proposer shall submit potential allocations based on Revenue Sharing, Ridership, or another unit cost that can be measured.

The City's service is currently free to riders, but the city reserves the right to charge riders at some point in the future. The Proposer's Mobile Application must be able to accommodate this.

#### **4.10. Selected Proposer's Responsibility:**

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

- 4.10.1. The City will provide storage and charging stations for the Proposer's use for a fee. The base year cost is \$2,400, with escalations of 3% a year thereafter.
- 4.10.2. The vehicles must be in compliance with all applicable Federal, State, and Local regulations pertaining to the services as specified or required.
- 4.10.3. The selected Proposer will be responsible for securing its own office space, if applicable.
- 4.10.4. The selected Proposer will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to charging, maintenance, registration, storage, and insurance.

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

Proposer shall state their proposed hours of operation and employees to service the program for the City. The current schedule is:

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

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

## **5. TASK AND DELIVERABLES**

### **5.1. On-demand electric vehicles (i.e., golf cart-type vehicles) must hold a minimum of 5 passengers (not including the driver).**

### **5.2. No driver of a golf cart vehicle regulated under this article shall:**

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

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

## **6. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

### **6.1. Submission Format Requirements**

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

### **6.2. Proposer's Responsibilities**

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

### **6.3. Costs Incurred by the Proposer in Preparation of the Proposal**

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

### **6.4. Composition Of Project Team**

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

### **6.5. Environmental Regulations**

The City reserves the right to consider the Proposer's history of citations or violations of Environmental Regulations, and in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which the Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

## **7. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA**

This section represents the information that will be utilized to determine if the Proposals are complete and the assignment of points following the evaluation criteria in Section 7 for the proposal submitted. The maximum possible points awarded for each section are noted. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

### **7.1. Proposer's Qualifications and Experience: (Maximum 15 Points)**

#### **7.1.1. Title page:**

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

#### **7.1.2. Table of Contents:**

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

#### **7.1.3. Letter of Interest:**

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

#### **7.1.4. Understanding of the Project:**

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City and the community.

#### **7.1.5. Organizational Chart and Principal/Key Team Members:**

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at a minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services that will be designated as principals and/or key team members for the Proposer. The person responsible for day-to-day contact with the City to address any issues should be clearly identified. The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing. If the Provider will need to hire new personnel to service the City's contract, the Provider must discuss the willingness to try and hire locally for qualified personnel in accordance with the Provider's customary hiring practices. This may ensure employees' familiarity with the City and any relevant landmarks and area amenities.

#### **7.1.6. Statement of Skills and Experience of Project Team:**

Provide resumes for key project team members and their experience in similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Include municipal contracts. Name specific projects (successfully completed within the past 2 years) where the team members have performed projects with similar characteristics. Discuss any past experience working with clients where a grant was involved and required compliance with grant requirements.



**7.1.7. Unique Capabilities:**

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project. This may include technological capabilities (fee structure, ability to accommodate area business collaborations, such as discounts, etc.) relative to the provider's app and reporting capabilities, as well as any other attributes the provider wishes to share.

**7.1.8. Conflicts of Interest:**

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**7.1.9. Litigation:**

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years.

**7.1.10. Office Locations:**

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the sub-consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area (the City of Pompano Beach), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary.

**7.2. References: (Maximum 10 Points)**

Provide no more than five (5) references, preferably of a similar program's size and scope. The successful team must include members with similar experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project.

**7.3. Compliance with Scope and Program Requirements:(Maximum 15 Points)**

Proposers are required to explicitly demonstrate how their approach will ensure full compliance with all scope elements and programmatic requirements as outlined in **Section 4 (Scope of Work)** and **Section 5 (Program Requirements)** of this RFP.

Proposers must clearly correlate their proposed methodology with each applicable requirement in Sections 4 and 5, ensuring no requirement is omitted or insufficiently addressed.

**7.4. Technological Capabilities:(Maximum 10 Points)**

The Proposer must discuss their mobile application (fee structure, ability to accommodate area business collaborations, such as discounts, etc.) relative to the provider's app and their reporting capabilities for the City to review ridership, peak demand hours, average age of riders, wait times, or any other relevant data. Please provide a sample of such a report.

**7.5. Staffing and Vehicle Specifications – (Maximum of 15 points)**

Indicate the staff/employees used in the operations. The Proposal must also include the number and type of vehicles that can be utilized at any one time to provide the Micro Transit services for the City. The Proposal shall also include specifications of all vehicles that will be utilized, including the make, model, size, and passenger capacity. Applicants shall verify ADA access and confirm that vehicles are adequately structured to board handicapped individuals.

**7.6. Cost Proposal (Details of Passengers' Fares; Costs/Expenses and or Potential Revenue Sharing with the City) – (Maximum of 20 points)**

Cost Proposals will be evaluated based on the value provided to the City for the cost of services. The City requests proposers to provide pricing on an hourly basis per vehicle per driver, with options and different rates for different electric vehicle types, to allow the City to expand and decrease services as needed in response to ridership demand.

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided, costs associated with services provided, fees to customers, anticipated electric costs (if available), optional services, etc. Proposers also shall submit a Cost Proposal to the City of Yearly Operating Costs and the services (number of vehicles operating, average staff operating, etc.) that shall be provided, including all costs. Include a concise narrative with sufficient detail indicating the overall project-task budget, contributing revenue offsets, and itemized cost breakdowns. Pricing will be fixed unless pricing volatility exists, as referred to in Section 9.27.

If the Proposer believes that there are options for revenue sharing or Cost Sharing with the City, the proposer shall submit potential allocations based on Advertising, Revenue Sharing, Ridership, or another unit cost that can be measured.

**7.7. Proposed Marketing and Sales Plan – (Maximum of 10 points)**

Proposers shall submit a draft Marketing and Sales Plan stipulating how they intend to advertise their services, on what platforms, and what discounts and promotional events will be performed. Indicate any community outreach or partnerships that will be performed with local businesses, including hotels and restaurants.

The City is very interested in providers implementing a program to advertise businesses on the vehicles. This could be an area restaurant, the casino, etc. Providers must discuss their approach to implementing such a program and may even consider reaching out to businesses for interest as part of their proposal. The City is interested in a revenue split on any advertising contract negotiated by the provider and must discuss the planned structure in their proposal. City must approve any business selected and be provided with a copy of any successful contract.

**7.8. Local Business Program (Maximum 5 points)**

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

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

**TIER 1 LOCAL VENDOR.**

**POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

**TIER 2 LOCAL VENDOR.**

**BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents

of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

#### LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City 's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The goal for this Solicitation is **10%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

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

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

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

Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.

Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

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

**7.9. Other Required Documentation**

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

**7.9.1. City Forms:**

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

**7.9.2. Insurance**

Please review Exhibit B in the attachments Tab for the City's Insurance Requirement for this solicitation.

## **8. EVALUATION AND AWARD**

### **8.1. Minimum Eligibility Requirements**

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive.

### **8.2. Evaluation Committee**

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Service Agreement.

### **8.3. Evaluation Process - Presentations**

The Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
7.1	Proposer's Qualifications and Experience/Org Chart	15
7.2	References	10
7.3	Compliance with Scope and Program Requirements	15
7.4	Technological Capabilities	10
7.4	Staffing and Vehicle Specifications	15
7.5	Cost Proposal	20
7.6	Proposed Marketing and Sales Plan	10
7.7	Local Business Program	5

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

### **8.4. Tie Breaker:**

In case there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Closest Proximity/Location to the Project site
- 4) Coin Toss

### **8.5. Technicalities:**

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend that Procurement and Contracts Department staff negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

### **8.6. Committee Questions:**

The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

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

### **8.7. Committee's Recommendations:**

The Evaluation Committee may recommend rejecting any proposals or awarding the Micro-Transit Transportation Services. A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation session(s) with as many ranked responsive and responsible proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next

highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

**8.8. Negotiations:**

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

**8.9. Determination of Award:**

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

## **9. STANDARD PROVISIONS**

### **9.1. RFP Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

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

### **9.2. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

### **9.3. Withdrawal Of Proposals**

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1010 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

### **9.4. Protest Procedures**

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement and Contracts, City of Pompano Beach  
1010 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060

### **9.5. Familiarity With Laws**

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

### **9.6. Staff Assignment**

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

### **9.7. Contract Terms**

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



#### **9.8. Waiver**

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

#### **9.9. Manner of Performance**

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

#### **9.10. Quality**

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

#### **9.11. Omissions**

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

#### **9.12. Hold Harmless and Indemnification**

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

#### **9.13. Composition Of Project Team**

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

#### **9.14. Survivorship Rights**

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

**9.15. Termination**

The City of Pompano Beach may terminate the contract resulting from this RFP without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

**9.16. Governing Law**

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida.

**9.17. Relationship to the City**

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

**9.18. Cone of Silence**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

**9.19. Communications**

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

**9.20. Conflict Of Interest**

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

**9.21. Lobbying**

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person,

entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

**9.22. Right to Inspect or Audit**

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

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

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

**9.23. No Discrimination**

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

**9.24. Drug-Free Workplace**

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

**9.25. Public Entity Crimes**

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

**9.26. Patent Fees, Royalties, And Licenses**

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented

design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

**9.27. Price Adjustments**

Prices offered shall remain firm throughout the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis after that. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Awardee for correction.

The Director, Procurement and Contracts, may, in the Director's sole discretion on behalf of the City, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that **ALL** the following circumstances exist:

- i. The volatility is due to causes wholly beyond the vendor's control and
- ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
- iii. The effect on pricing or availability of supply is substantial, and
- iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: The Director of Procurement and Contracts must confirm any pricing adjustment in writing.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this solicitation and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to the City or reduces the price of the bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

**9.28. Invoicing/Payment**

All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 26, payment will be made within 45 days after receipt of a proper invoice.

**9.29. Taxes**

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

**9.30. Force Majeure**

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

**9.31. Public Records**

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

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

- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

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

**9.32. Public Records Custodian:**

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

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

## **10. ADDENDA**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System is the only official method whereby interpretation, clarification, or additional information can be given. If an addendum is issued to this RFP solicitation, the addendum will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

## **11. ATTACHMENTS AND EXHIBITS**

### **11.1. Appendix - City Forms**

Exhibit A – Map of Routes

Exhibit B - Insurance Requirements

Exhibit C - Local Business Program Forms

Ordinance 2025-27

RFQ #: RFP25-015 Tentative City Commission Meeting Date\*: TBD

RFQ Title: Micro-Transit Transportation Services # Notified: 231 # Downloaded: 4

# of Responses Rec'd: 2 # of "No Bids": 0

For: Parking Operations RFQ Opening Date: 08/19/2025  
(Department)

**POSTING OF RFP RECOMMENDATION/TABULATION:** RFP Recommendations and Tabulations will be posted in the eBid System, IonWave, and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(\*) The Cone of Silence, as stated in the RFP, is in effect until the City Commission approves it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

### RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received two (2) proposals for RFP25-015 Micro-Transit Transportation Services:

Proposer	Proposal
Circuit Transit, Inc.	Responsive
Infiniti Bus Line LLC	Non-responsive

The Evaluation Committee accepted procurement's recommendation to declare Infinity Bus Lines LLC as non-responsive because they did not meet the requirements of the RFP, and then passed a motion recommending awarding the contract and for the appropriate City staff to enter into negotiations with the single responsive and responsible proposer, Circuit Transit, Inc.

By: Jeffrey English  
(Purchasing Agent)

Date: 09/02/2025



**RFP25-015 Addendum 1**  
**Circuit (Formerly The Free Ride)**  
**Circuit Transit Inc.**  
**Supplier Response**

**Event Information**

Number: RFP25-015 Addendum 1  
Title: Micro-Transit Transportation Services  
Type: Request for Proposals  
Issue Date: 7/15/2025  
Deadline: 8/19/2025 02:00 PM (ET)  
Notes: The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Micro-Transit Transportation Services.  
Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.



## **Contact Information**

Contact: Jeff English Purchasing Agent

Address: Procurement and Contracts

1190 NE 3 Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: [jeffrey.english@copbfl.com](mailto:jeffrey.english@copbfl.com)

## Circuit (Formerly The Free Ride) Information

Contact: Alexander Esposito  
Address: 777 S. Flagler Drive  
Suite 800W  
West Palm Beach, FL 33401  
Phone: (646) 504-3733  
Email: Alex@ridecircuit.com  
Web Address: www.ridecircuit.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Jason Bagley

Signature

Submitted at 8/19/2025 01:16:56 PM (ET)

jason@ridecircuit.com

Email

## Requested Attachments

### Proposal

Response to Pompano Beach  
RFP.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

### Tier 1/ Tier 2 Local Business Form

Circuit Tier 1 Form.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

### Local Business Program Forms

Circuit Local Business  
Description.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

## Bid Attributes

### 1 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree

### 2 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes

### 3 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

100%

**4 City of Pompano Beach Local Business**

Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.)Indicate yes or no from drop-down menu.

Yes

**5 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)**

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. Select yes for Agree, No for disagree on the drop down menu.

Yes

**6 Conflict of Interest**

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate yes or no below with the drop down menu.

No

## 7 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE  
**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM.  
PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

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 employees 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 an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

Yes

## **TIER 1/TIER 2 COMPLIANCE FORM**

**IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.**

### **TIER 1 LOCAL VENDOR**

  X   My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

       My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

       My firm does not qualify as a Tier 1 Vendor.

### **TIER 2 LOCAL VENDOR**

       My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

       My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

       My firm does not qualify as a Tier 2 Vendor.

**I certify that the above information is true to the best of my knowledge.**

8/19/2025  
(Date)

Circuit Transit Inc.  
(Name of Firm)

BY: Jason Bagley  
(Name)

## 7.8 Local Business Program

Circuit is proud to be headquartered in Broward County, Florida with a local office in Pompano Beach.

We fulfill all requirements of a Tier 1 Vendor, with the exception of a business tax receipt (we have filed for a new one with the city but historically have utilized our Broward County BTR):

- We maintain a place of business at 270 N Pompano Beach Blvd. Pompano Beach, FL 33062 and this is where we distribute our services to Pompano Beach.
- The staffing levels at this location are 67% Pompano Beach Residents and 100% Broward County Residents.

We have provided our Broward County Business Tax Receipt as well as our SunBiz Directory for proof of our qualification as a Local Business. We would request to be recognized as a Tier 1 Vendor and are actively procuring a new Pompano Beach Business Tax Receipt. **By selecting Circuit, you will be getting 100% of your services from a Local Vendor.**

# Business Tax Receipt

Broward County 2024 - 2025

## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

**Business Name:** CIRCUIT TRANSIT INC

**Receipt #:** 326-325822  
**Business Type:** COURIER/TRANSPORT/DELVRY/TOWING  
(TRANSPORTATION)

**Owner Name:** JASON BAGLEY  
**Business Location:** 501 E LAS OLAS BLVD  
FT LAUDERDALE  
**Business Phone:** 646-504-3733

**Business Opened:** 05/01/2022  
**State/County/Cert/Reg:** 2023-LL  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals  
24

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee    150.00  
Packing/Processing/Canning Employees                      0.00

### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

#### THIS BECOMES A TAX RECEIPT

#### WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

#### Mailing Address:

CIRCUIT TRANSIT INC  
501 E LAS OLAS BLVD  
FORT LAUDERDALE, FL  
33301-2881

**Receipt #** WNW-23-00264428  
**Paid** 07/03/2024 150.00

2024 - 2025

## BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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24

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

**Receipt #** WNW-23-00264428  
**Paid** 07/03/2024 150.00

## Broward County 2024 - 2025

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**

**Business Name:** CIRCUIT TRANSIT INC

**Receipt #:** 326-325822  
**Business Type:** COURIER/TRANSPORT/DELVRY/TOWING  
(TRANSPORTATION)

**Owner Name:** JASON BAGLEY  
**Business Location:** 501 E LAS OLAS BLVD  
FT LAUDERDALE  
**Business Phone:** 646-504-3733

**Business Opened:** 05/01/2022  
**State/County/Cert/Reg:** 2023-LL  
**Exemption Code:**

Rooms                      Seats                      Employees  
24

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee    150.00  
Packing/Processing/Canning Employees                      0.00

#### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

##### THIS BECOMES A TAX RECEIPT

##### WHEN VALIDATED

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##### Mailing Address:

CIRCUIT TRANSIT INC  
501 E LAS OLAS BLVD  
FORT LAUDERDALE, FL  
33301-2881

**Receipt #** WWW-24-00291188  
**Paid** 08/14/2025 150.00

## 2025 - 2026

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026**

**Business Name:** CIRCUIT TRANSIT INC

**Receipt #:** 326-325822  
**Business Type:** COURIER/TRANSPORT/DELVRY/TOWING  
(TRANSPORTATION)

**Owner Name:** JASON BAGLEY  
**Business Location:** 501 E LAS OLAS BLVD  
FT LAUDERDALE  
**Business Phone:** 646-504-3733

**Business Opened:** 05/01/2022  
**State/County/Cert/Reg:** 2023-LL  
**Exemption Code:**


Rooms                      Seats                      Employees  
24

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

**Receipt #** WWW-24-00291188  
**Paid** 08/14/2025 150.00



## SunBiz Listing



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

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### Detail by Entity Name

Florida Profit Corporation  
CIRCUIT TRANSIT INC.

#### Filing Information

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

#### Principal Address

501 E Las Olas Blvd  
Suite 300  
Fort Lauderdale, FL 33301

Changed: 04/05/2023

#### Mailing Address

501 E Las Olas Blvd  
Suite 300  
Fort Lauderdale, FL 33301



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### Principal Address

501 E Las Olas Blvd  
Suite 300  
Fort Lauderdale, FL 33301

Changed: 04/05/2023

### Mailing Address

501 E Las Olas Blvd  
Suite 300  
Fort Lauderdale, FL 33301

Changed: 04/05/2023

### Registered Agent Name & Address

INCORP SERVICES, INC.  
3458 LAKESHORE DRIVE  
TALLAHASSEE, FL 32312

Name Changed: 10/30/2023

Address Changed: 10/30/2023

### Officer/Director Detail

#### **Name & Address**

Title DPST

ESPOSITO, ALEXANDER  
32 TIMBER TRAIL  
AMAGANSETT, NY 11930

Title DPTS

MIRRAS, JAMES  
35 GLADE RD  
E HAMPTON, NY 11937

Title Executive Secretary

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

Title Executive Secretary

Powell, Brian  
1005 Windsor Avenue  
WEST PALM BEACH, FL 33401

### Annual Reports

Report Year	Filed Date
2023	04/05/2023
2024	03/29/2024
2025	03/20/2025

### Document Images

<a href="#">03/20/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/29/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/30/2023 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/07/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/20/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/17/2019 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2018 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

# Microtransit Service for The City of Pompano Beach



## **Prepared for:**

City of Pompano Beach  
Purchasing Division  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

**Date:** August 19th, 2025

**Prepared by: Circuit Transit Inc.**

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## 7.1 Qualifications and Experience

### 7.1.3 Letter of Interest

August 19, 2025

City of Pompano Beach  
Purchasing Division  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

#### RE: RFP25-015 – Micro-Transit Transportation Services

Dear Evaluation Committee,

Circuit Transit Inc. (Circuit), is pleased to submit our proposal to continue operating the City of Pompano Beach's all-electric microtransit program.

We understand that the City is looking for an experienced service provider who will provide a fully turnkey EV microtransit service to residents and visitors in Pompano Beach. The city seeks to enhance ride-share services to relieve congestion on the barrier island, lower emissions and better connect residences, hotels & local attractions to restaurants and other amenities. Beyond that, we recognize that the City desires to facilitate park and ride locations on the barrier island as well as west of the Intracoastal Waterway on Atlantic Blvd.

**As your reliable partner since 2021 and a company headquartered in Broward County,** Circuit is uniquely prepared to accomplish these goals and continue to deliver a service for the residents and visitors of Pompano Beach that sets the standard for EV microtransit throughout South Florida and across the country.

Over the past 4 years, the program has helped provide rides for nearly **10,000 passengers per month**, reduced single-occupancy vehicle trips on the barrier island, improved first/last-mile connectivity to key destinations, and supported local businesses along the beach and commercial corridors. We've helped the city achieve this while maintaining a customer satisfaction rating of 4.91 out of 5 stars and a cost-per rider that is **lowest of any known microtransit program in the country**—all with a 100% electric fleet and an ADA-compliant option.

Because our **local team, vehicles, charging, storage, and operating procedures are already in place**, Circuit can ensure a seamless contract transition with **zero service interruption**. Due to our large local presence in Broward County, we are equally prepared to **scale service** for seasonal peaks, special events, and any City-directed expansions

beyond the coverage area. Ultimately, Circuit's community-focused approach to Microtransit brings 3 key differentiators to the City of Pompano Beach:



**Unmatched Service Quality:** Circuit's service performance results are unmatched by competitors across the United States - consistently maintaining **wait times of 15 minutes or less** and industry-leading **passengers per vehicle hour between 5.5 and 7.0**. This culture of operational excellence culminates in Pompano Beach, where we deliver one of the most efficient services in the country in terms of PPVH and Cost per Rider!



**Operational Framework Built for EVs:** Utilizing electric vehicles isn't an adaption for Circuit, we've only ever utilized EVs in our services. As the largest operator of all-electric microtransit services across the Country, we bring the needed experience to Pompano Beach to continue to deliver the exceptional metrics and ensure maximum service uptime around charging schedules.



**A Professional, Local Workforce:** Our commitment to a **W2 employee model** ensures that all drivers that are hired from within Pompano Beach are provided stable jobs with benefits and protections. This ensures a higher quality of service, greater accountability, and direct economic investment in the Pompano Beach community rather than independent contractors.

As a company with strong local investment, we deeply value our partnership with the City of Pompano Beach and look forward to building on this momentum with a reliable, data-driven, and community-focused service. Our proposal is focused on the needs of the City at this time and we are excited for the opportunity to continue to deliver an exceptional microtransit service to Pompano Beach. We welcome any questions from the evaluation committee throughout the process!

Sincerely,  
Jason Bagley  
Partner  
jason@ridecircuit.com | 305-494-1612  
Circuit Transit Inc | FEIN: 82-4586300 |



## 7.1.4 Understanding of the Project

Circuit understands the City's goal is to provide a **safe, reliable, and eco-friendly, on-demand microtransit service** that eases congestion on and around the barrier island, improves access to the beach and local businesses, and offers **equitable mobility for residents, visitors, and employees—including ADA-compliant service**. In addition, we understand the desire to connect to park & ride locations, further reducing downtown traffic.



Our understanding of this project is not based on a review of documents alone; it is forged from **over four years of operational partnership with the City of Pompano Beach** and a deep analysis of the **hundreds of thousands of rides** we have provided to the community since our launch in February 2021. While we have thoroughly reviewed the RFP and the associated FDOT grant requirements, our true understanding comes from the data, rider feedback, and daily experience of serving your residents, visitors, and employees.

We know **Publix is hands down our most popular drop-off and pick-up location!** We are able to leverage years of granular data to maximize efficiencies and provide a fun and reliable option to the community. A new addition this summer - we are now collecting ridership data since launching our recent beta test in Harbor Village.

We understand the City's primary objective is to relieve congestion, enhance mobility on the barrier island, and support economic vitality. We have not only contributed to these goals but have the data to prove it.

### A Data-Driven Understanding of Pompano Beach

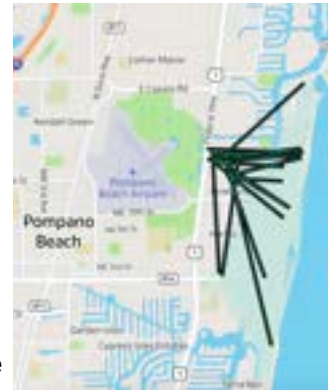
Our unique position as the incumbent provider gives us unparalleled insight into how, when, and why people travel in Pompano Beach.

**1. Ridership Volume & Proven Efficiency:** We know this program is a vital part of the community because residents and visitors use it in incredible numbers. Our service consistently delivers:

- **Peaks of over 10,000 passengers per month** with a lean and efficient fleet of just three primary vehicles.
- An average of **9.29 passengers per vehicle hour (PPVH)**, a metric that is among the highest in the micro-transit industry and demonstrates exceptional operational efficiency.
- An industry-leading, fully-burdened **Cost Per Rider of just \$2.20**.



**2. Rider Behavior & Travel Patterns:** We don't have to guess where the demand is; we know. Our operational data provides a clear picture of the community's mobility needs. Our ridership heatmap and spatial mapping tools aggregated from thousands of daily trips, reveals key travel corridors and destinations that directly inform our daily operations and vehicle staging. It confirms high demand connecting residential buildings with key commercial and leisure hubs along with essential services like Publix.



**3. Community & Stakeholder Insights:** Beyond the numbers, our years of service have allowed us to gather direct feedback on *why* the service is so valued. Rider surveys and interactions show:

- **Reducing Congestion is a Reality:** 86% of our riders choose Circuit specifically to avoid driving their personal vehicle.
- **Supporting Local Business:** The service is a powerful economic driver. As one rider noted in a review, "If it wasn't for Circuit I would not visit as many local businesses as I did this visit to the Pompano area".
- **A Valued Community Asset:** The program has earned overwhelming positive feedback, reflected in our high app store ratings and praise from community leaders.



**Regular rider Mitch S. depends on Circuit to get around town safely and comfortably due to his medical conditions. He consistently shares his appreciation for the Circuit team, praising their reliability, kindness, and the vital role they play in his daily life.**

This deep, data-backed understanding allows us to move beyond simply proposing a service and instead offer a **proven, optimized, and future-ready solution** tailored to the unique needs of Pompano Beach. We are prepared to not only continue this successful program but to enhance it further based on the insights only an incumbent partner can possess.

Key elements we will continue to deliver for Pompano Beach due our understanding of the project:

- **Continuity of Service:** Immediate, uninterrupted operations with the existing trained team, familiar vehicles, and established charging/storage.
- **Community Engagement and Outreach:** Beyond surveys, we are actively involved in the community and engage with residents, visitors and business owners for input and feedback. A collaborative relationship with our partners at the City to promote the program has translated to one of the most successful microtransit programs in the US!
- **Right-Sized Fleet & Flexibility:** A core fleet of NEVs plus an ADA-compliant vehicle in reserve, with the ability to **scale up or reposition** vehicles based on daily demand.
- **Rider Experience & Customer Service:** Courteous, uniformed W-2 Driver Ambassadors trained in ADA sensitivity, local knowledge, and hospitality—acting as on-street City ambassadors.
- **Technology & Access:** An industry-leading mobile app for requesting rides, real-time ETAs, and data capture; call-in support for riders without smartphones; and readiness to enable in-app payments if directed by the City.
- **Reporting & Transparency:** Accurate, comprehensive **monthly/quarterly/annual** reporting of ridership, on-time performance, complaints, mileage, safety incidents, and driver compliance, aligned to City and grant requirements.
- **Grant Awareness & Compliance:** Ongoing adherence to **FDOT/FTA-related documentation and operational practices**, timely notifications of any compliance issues, and audit-ready data management.

In short, our **operations-first model**—experienced local management, W-2 drivers, and in-house maintenance—ensures **optimized performance from day one**, without a ramp-up period or learning curve.

## 7.1.5 Organizational Chart and Key Team Members



### **Pompano Beach Project Manager - Jason Bagley**

Jason is a National Partner at Circuit, has over 13 years of experience operating similar services in South Florida and will be the primary contact through the procurement process with Pompano Beach. Jason currently oversees Circuit's Florida Services in Palm Beach, Broward, and Miami-Dade counties. He will be the lead in preparing for and launching operations and coordinate any changes to service that are needed such as service expansion.



### **Pompano Beach Partnership Manager - Alana Wortsman**

Alana brings 13 years of experience in the nonprofit sector, helping to create more sustainable communities. At Circuit, she helps manage the public-private partnerships. Alana will work with Pompano on community engagement, events, public affairs, and marketing materials. Alana was born and raised on Long Island, NY and now resides in South Florida as her place to call home.



### **South Florida Area Operations Manager - Raul Toro**

Overseeing all operations in the South Florida Region region and responsible for managing a team of Local supervisors Raul ensures smooth and efficient operations across the area. He is heavily focused on mentoring and coaching our operations leads and oversees our strategic planning, execution, forecasting for the area Raul is a U.S. Veteran with extensive operational and managerial experience in the micro-mobility industry.



### **Pompano Beach Local Supervisor - Bob McClure**

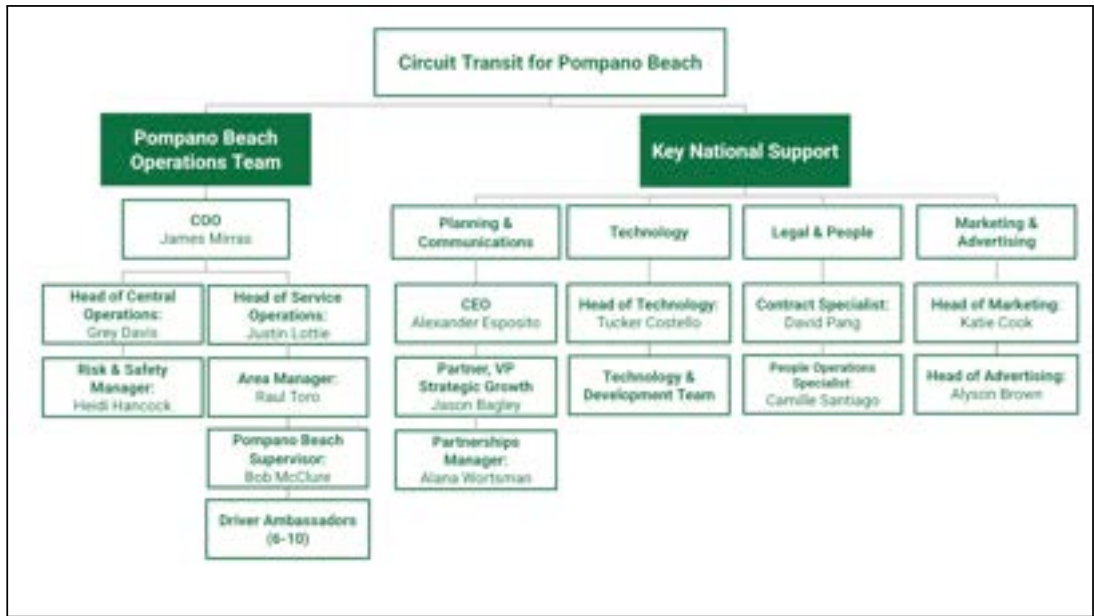
Bob has been with Circuit since 2015 where he started as a driver in Fort Lauderdale. He will continue to be the primary operations manager for the Pompano Beach program. His positive attitude, attention to detail and effective leadership has paved the way for several promotions over the years. Bob has used his experience in recruiting to successfully build and retain teams which has produced several supervisors and location managers.



### **South Florida People Manager - Camille Santiago**

Camille helps lead hiring, onboarding and scheduling for our operations throughout Broward County. Her background is in community focused relations with experience in transportation related industry. Proper onboarding is crucial to service success and having a dedicated manager with experience in multiple

locations but at the same time hyper-focused in one area is crucial. Camille's commitment to the community is evident with our entire Pompano Beach team being from the immediate surrounding area and 8 of our 12 Team Members being Pompano Beach residents!



### 7.1.6 Statement of Skills & Experience of Project Team

#### Corporate Background & Overall Qualifications

Founded in 2011, Circuit is a pioneer in all-electric, on-demand microtransit, purpose-built to bridge transit gaps in urban and suburban transportation networks. We provide a comprehensive, turnkey solution that includes a proprietary rider mobile application, a full-suite transit technology platform, a fleet of 100% electric vehicles, professionally trained W2 drivers, administrative and operational support, and an in-house marketing team. Our proprietary ride-pooling algorithm enables us to move more people for less, reducing per-ride costs and maintaining impressively low wait times. Our national footprint includes over 45 unique transit programs across 7 states and the District of Columbia, with a fleet of 300+ electric vehicles and a team of over 500 EV-trained, W2 employees. We are confident that our combination of institutional knowledge, regional scale, and locally rooted operations team positions Circuit as the most qualified provider to continue enhancing microtransit in Pompano Beach.



## Experience of Project Team in Similar Municipal Projects

Circuit Transit is proud to bring a seasoned, regionally embedded project team to the City of Pompano Beach—one that combines deep operational knowledge of the City’s existing microtransit service with a broad understanding of the transportation needs across Broward County. There is no other competitor more acutely attuned to the needs of the City and residents of Pompano Beach. As the incumbent operator, our team has already established a strong foundation, successfully delivering an efficient, sustainable, and rider-focused service. This existing familiarity with the service area, coupled with our firsthand relationships with City staff and community stakeholders, enables us to build on a successful program rather than start from scratch.

This same core management team that has delivered the exceptional program in Pompano Beach has also successfully supported and launched Circuit’s other nearby municipal programs in Fort Lauderdale, Hollywood, Wilton Manors, Lauderdale-by-the-Sea, and Boca Raton within the past two years. Their combined experience across these markets ensures an unmatched understanding of regional mobility dynamics—including rider expectations, peak usage trends, and the unique operational needs of South Florida communities. Our integrated Broward operations have also allowed us to optimize efficiencies across services, which we believe will continue to lower costs to the City of Pompano Beach while still tailoring the service to the City’s unique goals.

Our continued commitment to excellence in South Florida has led to:



### Experience with Grant-Funded Projects & Compliance

As a company with a strong track record of securing and managing grant-funded projects, Circuit Transit is well-versed in the requirements of compliance. We have successfully managed the reporting requirements for the current FDOT grant that the city has received and will continue to do so. We have extensive experience working with clients on projects that involve federal and state grants, including those from the Florida Department of Transportation (FDOT) as referenced in this RFP. Our administrative and operational support includes dedicated personnel for grant writing and a robust system for documentation, data reporting, and monitoring to ensure all service delivery and reporting requirements are met. We are prepared to handle all necessary record-keeping and provide support for any audits or reviews conducted by funding agencies, ensuring the City's continued compliance and maximizing the value of its grant funding.





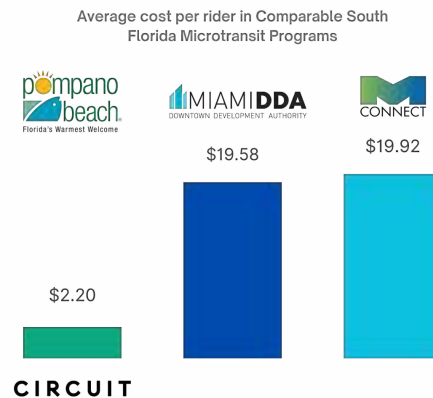
## Resumes & Resources

The resumes for our key project team members, detailing their specific experience on similar projects, are included in the Appendix. We are committed to dedicating the best resources to this project, including our prime consultants and other members of the project team. Our local and national teams have successfully executed and managed complex municipal contracts, ensuring consistent, high-quality service delivery. We understand the importance of compliance with all contract terms and are committed to clear and frequent communication with City staff.

### 7.1.7 Unique Capabilities

#### Commitment to Operational Excellence & Local Community

Throughout our millions of all-electric rides across the country, we've seen a huge range of complex and diverse markets that has helped us learn exactly what it takes to run a successful transit program. As a turnkey provider, we offer a powerful combination of operational expertise and technological innovation that's unique in the transportation industry. We know that it takes a combination of reliable transit technology, a concerted marketing plan, and an operations team that is committed to operational excellence in order to ensure that **we consistently have the lowest cost-per-rider and highest ROI across the country when compared to other providers.**



Sources: Published Ridership Reports & Contracts from the City of Miami

By choosing Circuit as the continued microtransit provider for Pompano Beach, you'll receive an easy-to-use app, a powerful marketing and advertising team to drive high ridership, and a dedicated partnerships team to handle all service enhancements and address all requests of the city; On top of that, you'll get a world class operations team that sets Circuit apart from the other bidders.

Our shared experience, proven methodologies, and dedication to exceptional service position us as the perfect partner for Pompano Beach. We don't shy away from metrics and will detail throughout this proposal exactly the kind of high quality service performance you can expect from Circuit.

By choosing Circuit, the City will benefit from:

- **A flexible, data-driven approach** to service delivery that ensures ongoing optimization through vehicle assignment and demand responsiveness.

- **Access to cutting-edge technology** that provides real-time data insights for the City and enhances the rider experience with an easy-to-use interface.
- **A commitment to creating quality jobs** within Pompano with our local-first hiring strategy that provides advancement opportunities and training.

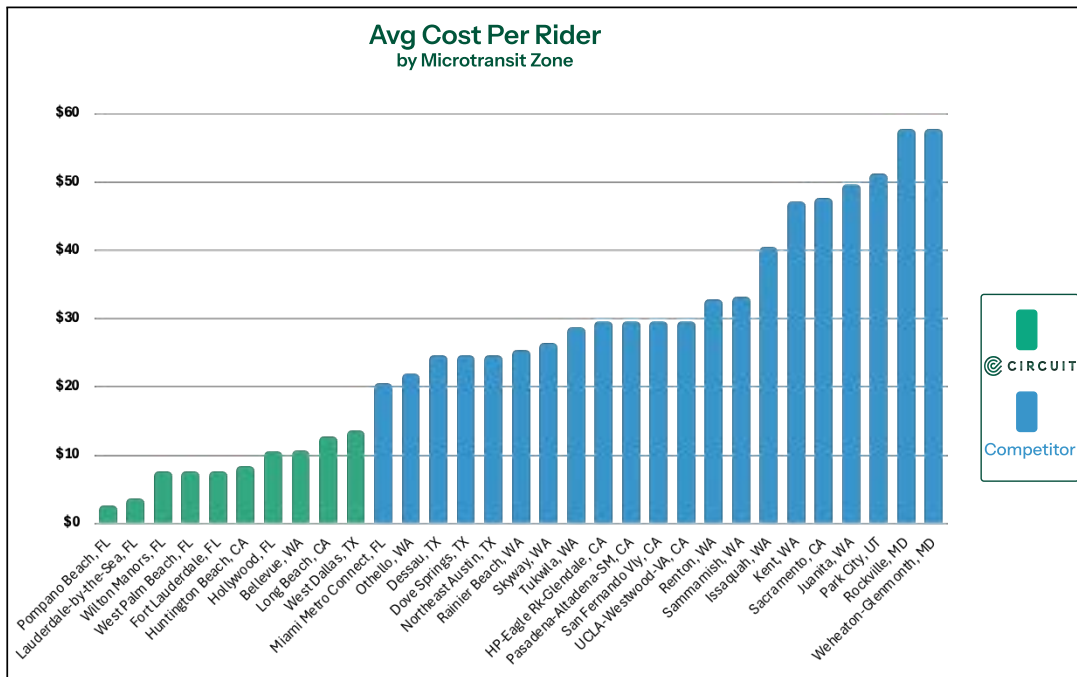
## How we do it

Keeping average wait times low is imperative to keeping our existing customers happy and continuing to expand in the markets that we're focused on. We invested in the routing technology to enable our drivers to pick-up riders in the most efficient way possible.

We've hired operations experts who work directly with the cities that we partner with to advise them on optimal coverage area, number of vehicles needed to achieve key metrics, and the best type of vehicles for their community. We've consistently prioritized operating quality services, and never cut corners.

Some competitors have unlimited queues for their drivers or only perform single ride requests at a time. During peak hours, this can lead to wait times exceeding 1 hour. We believe transparency is imperative, both from a customer and rider perspective, in order to run an effective microtransit program that the public loves and supports. That is why Circuit works with its partners to set maximum wait time limits in the event that demand ever surges to outpace the vehicle capacity

## Industry Leading Cost Per Rider





Operational excellence also means focusing heavily on high ridership in our programs which leads to higher fare revenue (where we have fares) and decreases the overall cost per rider (CPR) by increasing the total number of riders. CPR is an important metric throughout the transit world and something that we lead the industry in achieving. Although every program is different, we strongly believe that by selecting Circuit for Pompano Beach's Microtransit program, you will be selecting to partner with the provider that will be most committed to driving high ridership, and in turn driving down your CPR.

## **Growing with our Partners**

Here at Circuit, we've built a solution with our customers in mind. We conduct regular surveys and request feedback in our monthly check-in meetings, and learned this year that there were 2 more frequent requests - an increase in ETA accuracy indication and a more accessible data portal that our customers could login in and view at any time. In response to these requests and our own technology roadmap, we provided over 20 tech updates last year leading to meaningful key improvement including a 56% increase in ETA accuracy year over year.

In addition to the technology updates in our rider app, we built a best-in-class data portal last year for our customers to provide 24/7 access to the data about their service. We made sure that the data is not only available, but is also clearly presented in a way that showcases the key metrics they care about & is easy to navigate.

Our attention to detail and customer-centric approach is seen in the way we treat our customers as partners. We provide the professionalism, technology and expertise that they'd find in a large national provider, while also paying close attention to the details of the communities that one would expect from a local organization. Ultimately, we believe that working with our partners to continuously improve their programs is what sets Circuit apart from other providers in the industry.



Screenshot from our Data Platform showcasing insights into wait times.

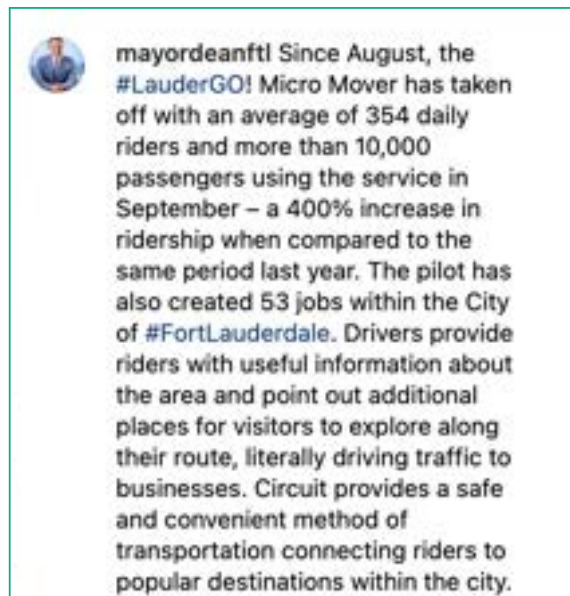
## Helping our Partners Succeed

Beyond incorporating our partners' feedback into our future roadmap of improvements, we also differentiate ourselves from our competitors by providing consistent support throughout the life of our programs, not just at the start. We're transit experts and we know that programs evolve and change, requiring the need for a partner who's prepared to adapt programs as they grow. For example, in West Palm Beach there began to be an imbalance between the supply of vehicles and the overwhelming demand for the program leading to longer wait times and a dropping connection rate. We came up with a plan to implement different zones & vehicle routing rules throughout the city as well as a small fare to encourage intention from riders. Since then, we've seen a decrease in wait times, an increase in connection rates, and riders are happier with the program.

As a partner, Circuit is deeply committed to seeing our partners succeed and receive recognition by industry experts for their innovative programs. Most recently our partner in Trenton, NJ, Isles, received the Plug in America's national "Organization of the Year Award" and NJ Clean Cities' "Community Engagement Award" for their impact delivered by their Circuit program, GoTrenton.

By selecting Circuit for this RFP, you'll be getting a bespoke transit solution and the consistent care from the Circuit team that will ensure the program is continuously successful for years to come. This is exemplified by the robust and continued support

from our existing partners who champion our programs as genuinely impactful to their constituents and extremely successful as transit programs. This is the Circuit difference.



*Post from Fort Lauderdale Mayor about the Circuit Service in FTL in 2023.*

## 7.1.8 Conflicts of Interest

Circuit has no conflicts of interest to disclose.

## 7.1.9 Litigation


Circuit has no litigation to disclose.

## 7.1.10 Office Location


Circuit's Local Office in Pompano Beach is located at 270 N Pompano Beach Blvd Pompano Beach, FL 33062. At this office we have 12 employees, all of whom are Broward County residents and 8 of whom are residents of the City of Pompano Beach.

## 7.2 References

### Fort Lauderdale

<b>Client(s):</b> Fort Lauderdale, FL <b>Contact:</b> Milos Majstorovic MMajstorovic@fortlauderdale.gov	
<b>Service Type:</b> On-demand EV Microtransit <b>Status of Contract:</b> Active	
<b>Annual Budget:</b> ~\$1.4M <b>Fleet:</b> 16 GEMs, 2 EV Sedans	
<b>Ridership:</b> ~20,000/month	
<b>Project Description:</b> Circuit has been operating within Fort Lauderdale since 2011. In the summer of 2021 the City of Fort Lauderdale partnered with Circuit to provide and launch a 100% all-electric microtransit solution for residents and visitors known as “The LauderGO! Micro Mover”. The Fort Lauderdale-Circuit partnership has created a more sustainable, efficient, and greener city. Circuit helps visitors and residents get around to some of Fort Lauderdale’s biggest attractions and destinations. In Spring 2023, Circuit expanded the service area west to include a larger swath of the community based on the city’s request and added a new service called Lauderdale-by-the-sea. Currently the service generates an estimated \$628k per month in economic activity and saves 1,350 gallons of gas from being burned.	

### Lauderdale-by-the-Sea

<b>Client(s):</b> Lauderdale by the Sea, FL <b>Contact:</b> Ken Rubach townmanager@lauderdalebythesea-fl.gov	
<b>Service Type:</b> On-demand EV Microtransit	
<b>Status of Contract:</b> Active	
<b>Annual Budget:</b> ~\$300k <b>Fleet:</b> 3 GEMs	
<b>Ridership:</b> ~10,000/month	

**Project Description:** In May 2023, Circuit Transit launched the "Circuit-By-The-Sea" program in Lauderdale-by-the-Sea, introducing an all-electric, on-demand shuttle service tailored to the town's unique coastal community. Replacing the previous Pelican Hopper, this initiative offers residents and visitors affordable rides—just \$2 per trip—within the town and the adjacent Galt Ocean Mile area. The program has been met with enthusiastic community support, significantly outperforming its predecessor in ridership. Within weeks of its launch, the service averaged over 900 weekly riders, a notable increase from the 800 monthly riders previously recorded by the Pelican Hopper. This surge in usage underscores the effectiveness of Circuit's sustainable transportation model in reducing traffic congestion and emissions while enhancing local mobility. The Town has praised Circuit's commitment to safety and community engagement, recognizing the service as a valuable asset to the town's infrastructure.

## Boca Raton

**Client(s):** Boca Raton, FL  
**Contact:** Naresh Machavarapu  
 nmachavarapu@ci.boca-raton.fl.us

**Service Type:** On-demand EV  
 Microtransit

**Status of Contract:** Active

**Annual Budget:** \$400k


**Fleet:** 2 EV Sedans, 1 GEM, 1 EV Van

**Ridership:** ~3,500/month




**Project Description:** In June 2024, Circuit partnered with the City of Boca Raton to launch BocaConnect, an on-demand, all-electric microtransit service designed to enhance first-mile/last-mile connectivity within the downtown area and beyond. The service area encompasses downtown Boca Raton—bounded by Glades Road to the north, I-95 to the west, the Hillsboro Canal to the south, and NE 5th Way/SE 5th Avenue/Royal Palm Way to the east—and includes an expanded zone on the barrier island from Gumbo Limbo Nature Center to the Boca Raton Inlet. BocaConnect operates with a fare structure that offers free rides within the core downtown (RED zone) and a nominal fee for trips that begin or end in the extended (BLUE zone), capped at \$5 per ride. The initiative reduces traffic congestion, lower emissions, and provides a convenient transportation alternative for those accessing key destinations such as Mizner Park, the Boca Raton Museum of Art, and the Brightline station. Early feedback highlights convenience, eco-friendliness, and professionalism of Circuit's local drivers.

## Hollywood

<b>Client(s):</b> Hollywood, FL <b>Contact:</b> Mark Johnson mljohnson@hollywoodfl.org	
<b>Service Type:</b> On-demand EV Microtransit <b>Status of Contract:</b> Active	
<b>Annual Budget:</b> \$1.4M <b>Fleet:</b> 10 GEMs, 2 EV Sedan, 2 EV Van	
<b>Ridership:</b> ~8,500/month	
<b>Project Description:</b> In October 2018, the Hollywood City Commission entered into a partnership with Circuit for circulator services to and from Downtown Hollywood, Hollywood Beach, and the City's parking garages for an initial one-year pilot replacing their existing fixed route trolley system in favor of a more flexible service. The program exceeded the City's expectations, doubling ridership at an estimated 70% of the cost of the previous trolley system. The success of the program has led it to be continuously renewed and Circuit to be reselected as the provider in a May 2023 RFP. The City named the program "Sun Shuttle" which began as a self-branded service and has now opened for third party advertising with a revenue share to the City.	

## Wilton Manors

<b>Client(s):</b> City of Fort Lauderdale <b>Contact:</b> Dio Sanchez dsanchez@wiltonmanors.com	
<b>Service Type:</b> On-demand EV Microtransit <b>Status of Contract:</b> Active	
<b>Annual Budget:</b> ~\$275k <b>Fleet:</b> 2 GEMs, 1 EV Sedan, 1 ADA	
<b>Ridership:</b> ~3,500/month	
<b>Project Description:</b> Service began in November 2022, providing the City of Wilton Manors, Florida with an all-electric shuttle service to help fill in transit gaps and connect the local community to the downtown local businesses. The service has been well	

received by the residents of Wilton Manors, with an average driver rating of 4.92/5, and frequent reviews about the benefit it gives them for their transportation needs. This program alone has saved the City an estimated 75 tons of CO2 just last year, contributing to their overall sustainability goals and making the community safer, greener and less congested. The service also allows for advertising on the exterior and interior of the vehicles, helping the city to reduce overall costs by working with our national and local advertising partners.



## Letters of Support for Circuit in Pompano Beach

☐ District Office  
1827 NE 24<sup>th</sup> Street  
Lighthouse Point, FL 33064  
Phone: 954.784.4531  
Fax: 954.784.4533



☒ Capitol Office  
418 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399-1300  
Phone: 850.717.5100

### **Representative Chip LaMarca** Florida House of Representatives - District 100

Chip.LaMarca@myfloridahouse.gov

August 14, 2025

#### **VIA EMAIL DELIVERY**

City of Pompano Beach  
100 West Atlantic Avenue  
Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and microtransit services for the City of Pompano Beach. As a State Representative representing coastal Broward County, I have been a strong supporter of Circuit in multiple communities from Pompano Beach to Lauderdale by the Sea and Fort Lauderdale. They have proven to be an excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

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

Thank you for your time and review. Should you have any questions regarding my experience with their service and relationship with Circuit in general, please feel free to contact me.

I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chip LaMarca".

**Chip LaMarca**  
Florida State Representative  
District 100

#### ***Proudly Serving the People of Broward County***

Committees: Joint Committee on Public Counsel Oversight (Chair) = Energy, Communications & Cybersecurity  
Subcommittee (Vice-Chair) = Ways & Means Committee (Whip) = Commerce Committee  
Infrastructure & Tourism Appropriations Subcommittee = Rules Committee





TOWN OF  
**LAUDERDALE-BY-THE-SEA**

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308  
Phone: 954-640-4200

8/15/2025

City of Pompano Beach  
100 West Atlantic Avenue  
Pompano Beach, FL 33060

To Whom It May Concern,

As the Assistant to the Town Manager for the Town of Lauderdale-By-The-Sea, I oversee our Micro-Transit program and manage the Town's contract with Circuit. I have had the pleasure of working directly with their team since 2023, and I can confidently say they have been an outstanding partner in delivering safe, reliable, and eco-friendly transportation.

From day one, Circuit has exceeded expectations—not just in providing high-quality service, but in building genuine relationships with the community. They are approachable, responsive, and committed to making transportation accessible for residents and visitors alike. Their electric vehicles offer a cost-effective, equitable option that reduces parking challenges, traffic congestion, and emissions—issues many coastal cities face.

Circuit's professionalism and adaptability have allowed them to design services that meet the unique needs of our community while prioritizing sustainability, affordability, and ease of use. They engage directly with riders, listen to feedback, and continuously refine their operations to ensure the best possible experience.

In Lauderdale-By-The-Sea, their work has made a tangible difference in how people move around town, and I have no doubt they would continue to bring the same level of excellence, innovation, and care to Pompano Beach.

Thank you for your time and consideration. If you would like more information about our experience with Circuit and the success of our Micro-Transit program, I would be happy to speak with you at 954-640-4212 or [courtneye@lbts-fl.gov](mailto:courtneye@lbts-fl.gov).

Sincerely,

**Courtney Easley**  
Assistant to the Town Manager  
Town of Lauderdale-By-The-Sea  
[courtneye@lbts-fl.gov](mailto:courtneye@lbts-fl.gov)



**LAMAR P. FISHER**

**Commissioner, District 4**

115 S. Andrews Avenue, Suite 437C

Fort Lauderdale, FL 33301

954-357-7004

lfisher@broward.org

August 14, 2025

City of Pompano Beach

100 West Atlantic Avenue

Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and micro transit services for the City of Pompano Beach, in my individual capacity as an elected Broward County Commissioner for District 4 and not on behalf of the Board of County Commissioners. Since my first experience with Circuit they have proven to be excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

Circuit's team has been a pleasure to know and work with. They excel at engaging with the community, helping residents and visitors, and improving transportation in the area. Their focus on operations, jobs, safety, and the communities they serve, sets them apart from other transit options.

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

Thank you for your time and review. Should you have any questions please do not hesitate to contact me. I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Fisher", is placed above the printed name.

Lamar P. Fisher

Broward County Commission,

District 4

Broward County Board of County Commissioners

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine  
Broward.org

**Water Taxi of Fort Lauderdale LLC  
1366 SE 17<sup>th</sup> Street  
Fort Lauderdale, FL 33316**

August 17, 2025

City of Pompano Beach  
100 West Atlantic Avenue  
Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and microtransit services for the City of Pompano Beach. Since my first experience with Circuit in 2018, they have proven to be an excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

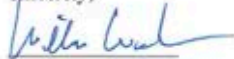
Circuit's team has been a pleasure to know and work with. They excel at engaging with the community, helping residents and visitors, and improving transportation in the area. Their focus on operations, jobs, safety, and the communities they serve, sets them apart from other transit options. Their electric cars are cost-effective, equitable and help to combat the parking, congestion and emissions problems that many cities struggle with.

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

Thank you for your time and review. Should you have any questions regarding Water Taxi of Fort Lauderdale LLC experience with their service and our relationship with Circuit in general, please feel free to contact me at [bwalker@watertaxi.com](mailto:bwalker@watertaxi.com) or 954-467-6677.

I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,



William Walker  
CEO/Principal  
Water Taxi of Fort Lauderdale LLC  
617-797-1992  
[bwalker@watertaxi.com](mailto:bwalker@watertaxi.com)

## 7.3 Compliance w/ Scope & Requirements

RFP Ref	Requirement (summary)	How Circuit achieves it
4.1.2	Vehicles must be NEVs/GEM or similar; FMVSS-compliant; modern charging	Deploy GEM e6/NEV fleet, all FMVSS-compliant; maintain Level-2 charging inventory and documented charger upkeep.
4.1.3	Start with ≥3 vehicles; ADA vehicle in reserve; scalable	Operate 3+ NEVs daily with an ADA WAV on standby; maintain spare ratio and scale vehicles seasonally/on demand.
4.1.4	Demand-response, point-to-point within boundary	App-based hailing with geofenced pickup/dropoff; live dispatch ensures all trips begin and end in the City zone.
4.1.5	Provide all vehicles/personnel; begin ops ≤30 days of execution	As incumbent, team, vehicles, charging, and SOPs are already in place—enabling immediate continuity with zero downtime.
4.1.6	Recommend vehicle sizes/frequencies to meet future demand	Use hourly demand heatmaps and PPVH targets to right-size the fleet and adjust staging by time of day.
4.2.1–4.2.8	Meet program objectives (access, parking, emissions, safety, app availability)	100% electric fleet, trained W-2 drivers, app access, dynamic supply; track wait times and pooling to cut VMT and parking search.
4.3	Address complaints promptly; provide reports as needed	Centralized CX queue with SLA; include complaint volume, categories, and resolutions as needed.
4.5	Use NEVs; consistent branding/signage	Branded wraps/ID, interior placards; branding checklist during pre-launch inspections.

4.5.1	Serve residents, guests, commuters; hours changes by written agreement	Staff to City schedule; we will propose data-backed hour tweaks, implemented only after written approval.
4.5.2	Serve park-and-ride lots	Add P&R pins to geofence; can add priority zones and include P&R usage stats in reports.
4.5.3	Trips must start/end within service map	Application enforces geofence and blocks out-of-zone dropoffs
4.5.4	Free today; fully-electric; prompt pickup; phone or hail allowed	Maintain free fare setting; EV-only operations; ETA targets by zone; non-app rides allowed and recorded.
4.5.5	App must accept payments if City requests	Payment module is fully configurable and will only be enabled upon City direction; inclusive cash-to-wallet option available and API integrations.
4.5.6	Immediate ETA; collect data; submit monthly/quarterly/annual reports (ridership by period, complaints, mileage, drivers/suspensions, accidents)	App shows live ETA; we provide a unified data platform, tracking KPIs with all required fields and SQL/CSV exports enabled.
4.5.7	Include an ADA vehicle	Keep ADA WAV in fleet with priority dispatch; trained drivers; track WAV response/fulfillment in KPIs.
4.5.8	W-2 drivers; background checks; City may approve/reject; uniforms/name tags; FL licenses	Hire/verify W-2s; Level-2 background checks; provide rosters to City; enforce uniform policy and license checks.
4.5.9	Communicate via City Parking Manager/designee	Single POC; regular email updates; immediate escalation protocol for incidents or service impacts.
4.5.10	May suspend in extreme weather with written notice	As a local company, we have a full weather SOP; we will notify City and have a staged service restart checklist post-event.

4.5.11	Term up to 5 years + two 1-year renewals	We acknowledge the term and will maintain service continuity across renewals.
4.5.12	Proposer performs maintenance/charging	Preventive maintenance (PM) schedule; daily DVIRs; overnight charging plan; maintain PM logs.
4.5.13	Comply with all laws/regulations	Compliance register; periodic audits; corrective actions tracked to closure.
4.5.14	Maintain vehicle cleanliness	Daily interior tidy; weekly detailing; cleanliness checklist with supervisor spot checks.
4.5.15	Relief personnel available; City can require immediate dismissal	Bench list and shift-swap SOP; immediate removal upon City request; document replacements.
4.6	Keep ≥3 vehicles operating; ADA in reserve; replace vehicles/staff within 24 hours	Maintain spares and cross-trained relief drivers; 24-hour swap SLA; incident/corrective-action logs.
4.7	Advertising allowed only with City's prior written consent	Run ads only after City approval; follow content policy; optional revenue-share model to offset costs.
4.8	Maintain compliance with grants (FDOT/FTA); notify City within 5 business days; keep audit-ready records	We have maintained full grant compliance throughout our time as the incumbent with quarterly self-audits; written notice + corrective action plan within 5 business days to the city and retaining records per grant terms.
4.9	All fees outlined and firm; app must handle future rider charges	Provide transparent, all-in rate card; no off-contract fees; fare-ready app configuration.
4.10.1	Use City storage/charging; pay \$2,400 base + 3% annual escalation	We accept fee terms and have included in our cost proposal narrative.

4.10.2–4.10.4	Ensure regulatory compliance; secure office if needed; cover ops costs (charging, maintenance, registration, storage, insurance)	We maintain COIs/registrations and a local office as appropriate. We have fully budgeted O&M line items owned by Circuit and included them in our fee proposal.
4.11	Operate per current schedule; City may modify based on assessment	We will maintain our staff to current hours; propose data-driven adjustments post-assessment but implement only with written approval.
5.1	Each on-demand EV holds $\geq 5$ passengers (excl. driver)	All vehicles recommended hold 5 or more passengers.
5.2	Driver conduct prohibitions (license, no over-capacity/standing, no fares unless approved, restricted roads, etc.)	We have a Driver handbook + robust in-house training; FL license verification; in-service ride checks; coaching and corrective actions for violations. Further details in the Staffing Section.



## 7.4 Technological Capabilities

Circuit's technology is designed for ease of use and accessibility for all members of the community. Riders can request a vehicle using our intuitive **smartphone app**, which provides real-time vehicle tracking and an estimated time of arrival. The city gains access to detailed data portal with



### Rider Application

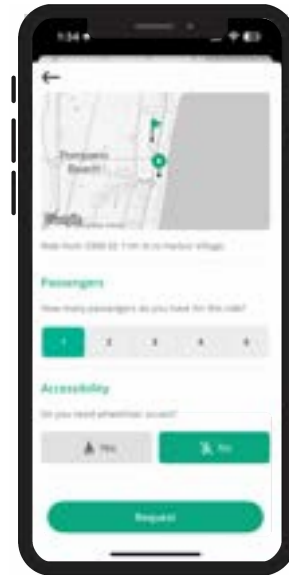
Circuit's proprietary mobile application available for iOS and Android phones allows rides to be requested on-demand anywhere within a geofenced location. It is designed to be as user-friendly as possible and make requesting a ride simple and straightforward.

When opening the app, the user will be shown their nearest "location" to view the coverage map, the location's hours of operation, how busy the service currently is, and add payment methods if required for their location. Once a ride is requested, Circuit's app allows users to view the location of the assigned car while it is on its way to pick them up - **It displays the vehicle's real-time location and alerts the user when the driver is close to the pick-up point.**



## The Rider Experience

The Rider experience is at the center of everything Circuit does, from making sure that our app is as easy to learn and use to ensuring that our vehicles are in the best operational condition. We take pride in our ability to deliver an exceptional rider experience, given by one of our Driver Ambassadors that is hired directly from the local community they serve. Circuit's services all live within the RideCircuit mobile app, **allowing for seamless use between nearby programs rather than separate applications for each** (an experience that negatively affects riders adoption of a new service). This also means that with Circuit's existing presence in 4 other Broward municipalities - we have a large pool of riders who we can advertise the Pompano service to!



## Circuit's Proprietary Pooling Algorithm

At the core of Circuit's platform is a proprietary routing and dispatch engine designed specifically for electric, shared, and zone-based microtransit. Unlike generic tools, our algorithm was purpose-built to support pooled rides, low-speed EVs, EV sedans, and dynamic multi-zone operations. In fact, Circuit pioneered zone-based routing and pricing years before it became industry standard.

Our algorithm continuously analyzes real-time trip demand, vehicle locations, and rider behavior to:

- Optimize driver assignments in 30–45 seconds
- Pool riders efficiently with minimal detours
- Rebalance vehicles across service zones dynamically
- Adjust ETAs in real time based on traffic, cancellations, and ride patterns
- Incorporate fixed-route headways where needed for a hybrid service model

This intelligent system also powers our **dynamic pooling technology**, which groups riders heading in similar directions—reducing vehicle miles traveled (VMT), lowering operational costs, and cutting emissions. When pooling is activated, we've seen a 30%+ increase in ridership with no additional vehicles or service hours. By minimizing empty or underutilized trips, we reduce congestion and maximize impact with every vehicle on the road.

Circuit's optimization model doesn't just look good on paper—it's proven in practice. **We consistently lead the industry in cost per ride (CPR) and passengers per vehicle hour (PPVH), delivering millions of rides with high efficiency and strong customer satisfaction.**

## Fare Capabilities (Optional)

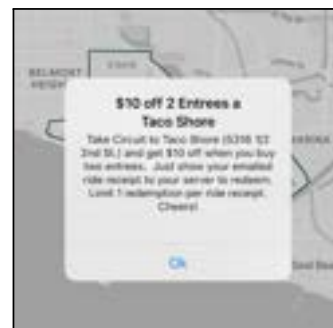
Circuit's fare engine is built for flexibility, allowing for **fully customizable fare policies that can adapt** to changing environments, equity goals, and rider behavior. Our dynamic fares are designed to help cities balance access & revenue optimization—without adding administrative burden. We can enable the city of Pompano Beach to allow riders to for their trips directly using a variety of payment methods, including credit or debit cards, bank accounts, or cash cards for unbanked users.

Possible example configurations could include the following:

- **Discounted Fares:** Our Platform can charge different fares for individuals eligible for customer-specific discounts, such as seniors or riders with disabilities. We are also able to offer discounted rates for additional passengers or on a per trip basis, as we currently have deployed in other programs in Broward County.
- **Fares by Origin, Destination or Zone:** Our technology can designate specific locations or entire zones as eligible for reduced fares. This means that the City of Pompano beach could charge a different fare for **trips to/from park & ride locations versus general trips or incentivize trips to the downtown** with cheaper fares - in some locations Circuit has reduced service costs by over \$10,000/month using fares

## Local business collaborations

We have extensive experience working with business improvement districts and chambers of commerce to help drive meaningful economic growth through our microtransit programs, which is the most important factor in supporting local businesses. We are excited to offer a range of advertising opportunities that can help drive traffic to these local businesses. Through our in-app advertising platform, we can feature local stores and services directly to riders, offering targeted exposure.



Additionally, we can collaborate with businesses to create custom promo codes and promote special deals or events through the app, providing an effective way to reach new customers. This approach not only enhances the value of Circuit's services for local riders but also helps foster strong partnerships with Pompano's business community.

Finally, Circuit also uniquely offers a regular newsletter to our riders within different service areas. This is something that most other providers don't invest in, and it has proven to be extremely effective in our other markets. We would be happy to offer opportunities to advertise directly in our newsletter to local businesses in Pompano

through this unique and effective medium. We have over 125,000 contacts in the South Florida area who regularly see and receive our newsletter!



## Data and Reporting City Data Portal

Circuit will provide Pompano's City Management with secure, real-time access to a cloud-based dashboard that is filterable by time period. The dashboard will include—but is not limited to—the following performance metrics required in the RFP:



### Highlighted On-Demand Metrics:

- Total Ride Requests & Total Passengers
- Peak Demand Hours
- Average Age of Riders
- Average Wait Time, Average Ride Duration, Average Ride Rating
- Total Number of Completed Trips & Completed Ride Rate
- Trips starting or ending at transit stations and designated park & ride areas
- Seat availability, Trips per hour per vehicle
- Number of Shared Trips (Pooling percentage)
- Average Pickup Walking Distance (if virtual stops enabled)
- Real-Time Vehicle Locations, Missed Trips, Average Ride Assignment Time
- Ride-level metadata including origin/destination addresses, coordinates, timestamps, ID, price, distance, passenger count, and wheelchair accessibility

These data points directly match and exceed the Report Requirements within the RFP, ensuring that City staff have full visibility into system operations.

### Customizable Chart-Builder

To provide full transparency and easy reporting and exports for the city, we also have an aspect of the portal that will allow any staff member logged into the platform to customize their own chart by metric, dates, and time. These can be quickly exported for usage in presentations, reports or for external data analysis.

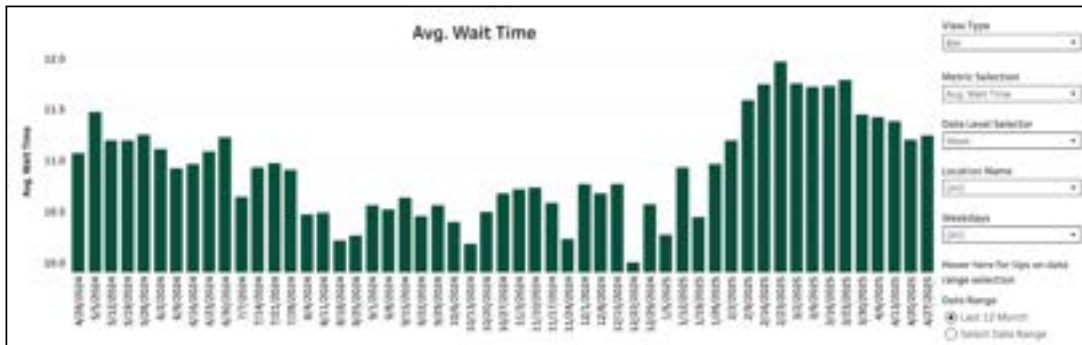


Chart building tool to be made available to Pompano

### Monthly Reports and Custom Analysis

In addition to dashboard access, Circuit could deliver at the city's request:

- Monthly reports summarizing performance against KPIs
- Service optimization insights (e.g., stop-level heatmaps, route efficiency metrics)
- Ad-hoc reports upon request to support grant applications, community presentations, or planning initiatives

All reports can be customized to support strategic goals such as the City's goal to reduce vehicle miles traveled by single occupancy vehicles.

### Surveys and Qualitative Information

In addition to quantitative metrics and KPIs, Circuit's technology supports robust rider survey collection, something we run regularly in all our markets. Combining this with our W2 Employee model creates a powerful **feedback loop with riders**. Ensuring that Circuit is continuously intaking rider feedback, sharing it with the city and utilizing the data to improve our service offering to our customers.

We've provided below the most recent rider survey completed from January - March 2025, where **98% of respondents said that Circuit is a good addition to Pompano Beach!**



# Rider Survey

Jan - Mar 2025

Circuit is here to do more than move people. We're here to drive communities forward. We aim to solve local mobility challenges while supporting Pompano Beach goals around equity, access, and sustainability.



98%

Believe Circuit is a good addition to Pompano Beach

86%

Say Circuit helps them drive less

84%

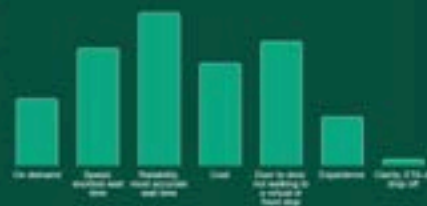
Of riders save money on transportation using Circuit



What is your relationship to the Circuit service area?

- 60% Live in the area or visit frequently
- 22% Visit rarely (1x a year)
- 16% Visit the area often

What is most important to you when choosing your transportation option?



- 25% Reliability (most accurate wait time)
- 20% Door to door (not walking to a virtual/fixed stop)
- 19% Speed (shortest wait time)
- 16% Cost
- 8% Experience
- 2% Clarity (ETA of drop off)

How did you first hear about Circuit?



- 39% A friend or word of mouth
- 24% Saw a car
- 23% Hotel/Apartment
- 5% City/Visitor Website
- 4% Social media
- 1% Saw a flyer/sign

What do you normally use Circuit for?



- 78% Restaurants & Shopping
- 22% To run errands (groceries, pharmacies, essential needs)
- 20% To visit other local businesses
- 19% To go to the beach/park/other activity areas
- 3% To connect with trains, buses or other transit
- 3% To visit friends and family
- 2% To and from parking
- 1% Commute to work/school



# Rider Survey

Jan - Mar 2025

Through surveys like this, our mission is to help you understand who we're reaching, how we're supporting the community, and where there's room to grow in partnership.

## Survey Takeaways



### Circuit is embedded in daily life

38% of riders live within the service area and rely on Circuit for essential trips.



### Strong community endorsement

98% of respondents say Circuit is a good addition to their community.



### Critical for connectivity and helping congestion

50% use Circuit so that they can leave their car at home, helping free up congestion and parking, and 44% use the service to connect to other transit hubs!



### Support for climate and traffic goals

86% say Circuit helps them drive less.



### Brand visibility works

Nearly 25% discovered Circuit by seeing a branded vehicle, proving the marketing impact of the fleet.

## Opportunities to Improve



### Expand geographic reach

Expanding the coverage area could unlock more access.



### Support car-free households with consistency

Given the high number of non-car owners, Circuit's reliability is critical. Prioritize system uptime and coverage hours.



## 7.5 Staffing and Vehicle Specifications

### Driver Ambassador Program

Circuit's Driver Ambassador Program is a cornerstone of our operations—and a key differentiator from other microtransit providers. Unlike services that rely on third-party contractors, Circuit employs all drivers as W-2 staff, enabling greater consistency, accountability, and control over training, performance, and customer experience. This structure allows us to align fully with the City's safety, accessibility, and service quality expectations from day one.



### Hiring, Qualifications & Local Knowledge

Circuit hires drivers who reflect the communities we serve. We prioritize candidates with strong customer service backgrounds, local familiarity, and professionalism. All Driver Ambassadors must meet strict qualifications, including a clean driving record, active license for at least three years, and insurance carrier approval. We recruit through platforms like Indeed and through partnerships with local workforce agencies, with preference given to bilingual and ADA-aware candidates where appropriate.

### Rigorous Training Program: By Circuit for Circuit

Our training program—designed in-house by Circuit's central operations and risk & safety teams—includes both classroom and hands-on instruction tailored to the Pompano Beach system. All drivers undergo a 3 day in-person training session before ever driving a vehicle, which includes:

- Safe and efficient electric vehicle operation
- ADA compliance, securement of mobility devices, and respectful interaction
- Customer service and real-time issue resolution
- Emergency procedures, hazard recognition, and accident reporting
- Circuit's tech platform for routing, communication, and vehicle checks

This program is delivered locally by certified managers and supervisors, with support from our national operations team. All new hires complete ride-alongs and receive on-the-job coaching to reinforce classroom instruction.

Training doesn't stop at onboarding. Circuit conducts monthly ride-alongs, quarterly performance reviews, and ongoing refresher sessions for all Driver



Ambassadors. These check-ins are an opportunity for evaluation, coaching, and dialogue—drivers are encouraged to share their feedback on improving the service, as members of the community they serve.

## Safety Standards & ADA Proficiency

Circuit holds safety as a paramount aspect of all our services, and has built a robust internal monitoring system and training program that all driver ambassadors undergo as a part of their training. All drivers watch the Smith System defensive driving video and associated interactive training alongside regular ridealongs.



In addition to the training of our drivers, we also have a monthly accident avoidance committee where we review any past accidents and bring forward preventative measures, ensuring that the safety program isn't stagnant, but constantly innovating. Circuit has delivered a 96/100 national Samsara Safety Score—demonstrating our commitment to operational excellence.

In addition to safety, Circuit's ADA training modules ensure drivers are equipped to assist all passengers, including those using wheelchairs, walkers, or other mobility devices. Our consistent national track record with transit authorities and public safety partners reflects our commitment to compliance, rider dignity, and safety.

These hiring, training, and safety systems are designed to ensure that every Pompano Beach passenger receives a safe, accessible, and welcoming experience—while building a team of trusted ambassadors that Pompano Beach residents recognize and rely on.

## Customer Service Philosophy

At Circuit, customer experience is a core operational principle—not just a support function. Our service model is designed around rider satisfaction, trust, and access. Every member of our team, from Driver Ambassadors to Partnership Managers, plays a hands-on role in delivering an experience that is safe, friendly, and easy to use.



Circuit hires locally to build teams that reflect the communities they serve. We prioritize candidates with strong interpersonal skills and local knowledge, training them not just to drive—but to act as trusted ambassadors for the City. Every Driver Ambassador is trained in customer service, ADA accommodations, and real-time communication. Our local supervisors are available during all service hours to respond to service questions, escalations, and operational adjustments on the spot.



## Accessible, Multilingual Rider Support

The Circuit mobile app will be available in both English & Spanish, with multilingual drivers deployed where needed. For riders who require assistance or do not use smartphones, our team can provide help in downloading the app, accessing ride instructions, or calling a local hotline that will be expanded. Our operations staff are trained in ADA service delivery, including use of mobility equipment, respectful communication, and securing assistive devices. Our policies emphasize equivalent service for all riders, including those with disabilities, limited digital access, or language needs.

## Partnership-Driven Community Feedback Loops

Circuit's model of service delivery includes a dedicated Partnership Manager embedded in each market. For Pompano Beach, Alana Wortsman will continue to serve in this role throughout the term of the contract. Alana acts as a liaison between Circuit and City staff, community organizations, and residents—ensuring that feedback is collected, analyzed, and integrated into continuous service improvement. Key responsibilities include:



- Hosting monthly reporting and check-in meetings with City staff
- Delivering customized data reports with usage trends, demographics, and system KPIs
- Attending community events and outreach programs as a Circuit representative
- Facilitating feedback sessions with community groups, businesses, and stakeholders

This structure ensures that the City doesn't just have access to performance data—it has a direct line to the people behind the service, available to resolve issues, answer questions, and shape the rider experience in real time.

## Fleet and Maintenance Plan

Circuit guarantees a safe, reliable, and pristine fleet of all-electric vehicles for the Pompano Beach Microtransit service. Our approach to fleet management is built on a decade of EV-specific operational experience and combines proactive, technology-driven maintenance with a commitment to providing a superior rider experience.

We agree to provide 3 GEM e6 Vehicles alongside 1 ADA GEM e6 with a wheelchair ramp. As one of the largest operators of GEMs in the United States and the world, we are uniquely prepared to ensure high uptime and reliable service delivery

## A Proactive, Technology-Driven Maintenance Program

Our vehicle maintenance program is designed to maximize uptime and ensure vehicle safety and longevity. This is achieved through the integration of two advanced software platforms:

- **Fleetio for Preventative Maintenance:** We use Fleetio's management software for real-time monitoring of vehicle health, including mileage and battery status. The system automates the scheduling of all routine and preventative maintenance based on manufacturer recommendations and actual vehicle usage, ensuring adherence to all required service intervals. All inspection findings and service activities are logged, creating a detailed maintenance history for each vehicle.



- **Samsara for Safety Monitoring:** All vehicles are equipped with Samsara's AI-powered camera system. This allows our management team to monitor driver behavior and review any on-road incidents, helping us identify any vehicle issues that may arise from operational use and proactively address them.

## Multi-Level Inspection and Servicing Schedule

Our preventative maintenance schedule is a meticulous, multi-layered process that includes:

- **Daily Pre- and Post-Trip Inspections:** Before and after every shift, Driver Ambassadors conduct and log a thorough inspection of their vehicle, covering critical safety components and cleanliness.
- **Weekly In-Depth Inspections:** Our local maintenance team conducts weekly checks on all critical systems, including brakes, steering, and suspension.
- **Regular Servicing:** Vehicles undergo comprehensive servicing every 4,000-5,000 miles in accordance with manufacturer specifications.
- **Appearance and Cleanliness:** To ensure a positive rider experience, vehicles are cleaned daily. We conduct weekly deep cleanings and perform regular audits to maintain the highest standards of vehicle appearance.

## Additional Fleet Acquisition and Expansion

Circuit leverages our robust vehicle acquisition and leasing channels across the United States to guarantee quick turnaround for a fleet that is tailored specifically to the needs of Pompano Beach. We have relationships with industry leading EV OEM Partners such as WAEV, KIA, Tesla, Ford, & Toyota; this includes strong existing relationships with local dealerships and external service providers within Broward County. Our close relationships

with our partners allow us to add additional vehicles quickly at competitive rates, and enable us to support a variety of fleet configurations as the service needs evolve in the future. This comprehensive approach ensures that the Pompano Microtransit service is supported by a fleet that is consistently safe, reliable, and professional in its presentation.

Recommended Vehicle Type

GEM e6

Seating Capacity and Specs
<ul style="list-style-type: none"><li>• 78 mi per charge</li><li>• Seating for 5 passengers or 3 passengers with 1 wheelchair position</li><li>• Length 173 inches. Width 55.5 inches. Height 73 inches.</li></ul>
Safety and Comfort
<p><b>Safety:</b></p> <ul style="list-style-type: none"><li>• Street-legal on roads up to 35 mph</li><li>• Three-point seat belts, street tires, enclosed cabs and an automotive glass windshield that offers protection from the elements.</li><li>• Regenerative braking, hill control, back-up warning signals and a back-up camera</li><li>• Safety features that are approved by the US Department of Transportation.</li><li>• Promotes Vision Zero Safety with low speed promoting safety for pedestrians &amp; cyclists</li></ul> <p><b>Comfort:</b></p> <ul style="list-style-type: none"><li>• Adjustable bucket seats with back and side bolster support</li><li>• Each passenger has their own door and window.</li><li>• Seat a 6'8" passenger comfortably in the spacious cab with 43" of available legroom.</li><li>• Durable, non-slip flooring.</li><li>• GEM's door seal design and weather resistant seats for a weather-tight cab.</li></ul>

## 7.6 Cost Proposal

Circuit proposes a fully-burdened hourly rate by service hours, consistent with our existing contract with the City. This rate guarantees the City pays only for services rendered.

Throughout the United States, we enter into select partnerships in our focus areas to ensure we are able to dedicate the time and resources it takes to fully commit to each and every City we operate within. We believe that commitment comes with **a fiduciary responsibility to be the best stewards of a return on the investment that the city is placing in their transit system** and ensure success. Combining our phased approach with a fully-burdened hourly rate sets everyone up for the success in moving the most people for the defined cost and continuing to deliver the city of Pompano Beach an industry-leading cost per rider like we have proven over the last 4 years.

### Creating Value and Clarity

Circuit offers **unbeatable value** through tech-enabled operations and strategic resource allocation. Furthermore, Circuit's unique position as the provider with existing stakeholder relationships and connections in the city can be leveraged for additional funding and services for the Pompano Beach program. We have a history of securing grants and surtax funding in our national operations, particularly in Florida, to further enhance the program's success.

### Fully Turnkey

Circuit will provide the City of Pompano Beach with a fully turnkey transit service. Our provided rates are fully inclusive of all costs incurred for the proposed services including: vehicles, maintenance, technology, insurance, charging costs & all capabilities outlined within this RFP response. Driver Ambassadors will all be W2 Employees of Circuit, fully background checked and trained to Circuit's high degree of professionalism, customer service, safe driving & operation of EV vehicles. Other vendors may look to outsource elements of their operation to independent contractors, but Circuit is fully committed to retaining and continuing to hire Pompano Beach residents for this service.

## Fee Structure

Rates	Amount	Notes
GEM Rate per Service Hour	\$38.45	Cost before any advertising revenue or discounts, based on 821 monthly service hours.
Monthly Service Hours	821	Total aggregate hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours.
Estimated Annual Advertising Revenue to City (Already Contracted)	(\$42,500)	Contracted revenue based on our current advertising agreements through 1/3/27. This assumes only 2 cars continue to be available for advertising.
Annual Parking costs paid back to City	(\$9,600)	Budgeted Costs that will be paid back to the city for parking.
Estimated Annual Cost to Pompano Beach	<b>\$326,709</b>	Annual Total after estimated cost reductions.
Implied Rate per Service Hour	\$33.16	Rate based on 821 monthly service hours of operations after estimated advertising & parking cost reduction.
Implied Rate per Hour of Operation	\$27.55	Rate based on 988 monthly hours of operation after estimated advertising & parking cost reduction.
Implied Cost Per Rider	\$2.75	Based on July 2025 Passenger Count.

## Costs to the City of Pompano Beach

Due to reductions for parking & charging being provided by the city and already contracted advertising revenue for the vehicles through 2027, Circuit is able to deliver lower costs to the City of Pompano Beach for the same quality level of service. We have provided a breakdown of the implied hourly rate both by service hours and as hour of operation for comparisons.

We believe that utilizing rates per service hour is the most transparent for the city because it reflects paying only for service that they receive, not just for the service being open for operation.

## 7.7 Proposed Marketing and Sales Plan

Circuit has over a decade of experience successfully marketing microtransit services and growing ridership for our partners. As the **incumbent operator** since **2021**, Circuit has transformed Pompano Beach's microtransit service into a **high-visibility, high-ridership mobility option**—averaging nearly **10,000 riders per month**, maintaining a **4.9/5 rider satisfaction score**, and building trusted relationships with local businesses and community partners.

Our plan for this next contract term builds on this success, aligning with the City's goals for **congestion relief, sustainability, economic vitality, and equitable access**, while strengthening **park-and-ride connections** and expanding a **City-approved advertising program** that generates shared revenue. Our marketing team will also ensure that Pompano Beach Residents with the highest barriers to entry - senior citizens, riders with disabilities and non-English speakers - continue to be educated about the program available to them.

### Vehicle Branding

From our national polling in 2024, our riders let us know that the number one way they learned about Circuit service was by seeing a car. That's why Pompano Beach's vehicles will prominently feature highly visible default branding designed specifically for the City. This consistent branding will remain clearly visible even when advertising wraps are applied, ensuring strong brand recognition and visibility throughout the downtown area.



## Marketing the Program

Circuit will continue to position the service as a **fast, free, electric alternative** to driving and parking in congested corridors, with messaging tailored to each audience:

- **Residents** – “Skip the parking hunt—ride electric, free, and fast.”
- **Workers/Commuters** – “Easy first/last-mile from **park-and-ride** to job centers and downtown.”
- **Visitors/Tourists** – “Ride, don’t park—direct to the beach, dining, and attractions.”
- **Equity & Accessibility Riders** – “ADA/WAV available; call-in booking and multilingual support.”

## Multi-Channel Approach

### *Physical & On-Street*

- Eye-catching **vehicle wraps** and interior placards for brand consistency.
- Wayfinding signage at **hotels, beach access points, Isle Casino, municipal garages, and park-and-ride lots** (e.g., Sample Road Tri-Rail station).
- Printed materials with QR codes for app downloads placed in visitor centers, retail shops, and restaurants.



### *Events and Local Press*

- Host a major re-launch event with a ribbon cutting and local press invited to celebrate the occasion and drive support.
- Conduct interviews with local news channels and facilitate press releases.
- Provide transportation for and coordinate advertising with local events like Seafood Festival, Caribbean Fest, Jazz Fest and more!



BROWARD

### Pompano Beach Unveils Free Shuttle Taking Riders Across City

The goal of the new service is to help reduce traffic, emissions and boost the economy for the city

### Digital & Mobile

- Geo-targeted paid ads (Facebook, Instagram, Google Display, Waze) with seasonal creative.
- App Store Optimization and in-app push notifications for updates and promotions.
- Promo codes and referral programs to accelerate first-ride adoption and measure campaign ROI.



### Community Integration

- Partnerships with **hotels, restaurants, Harrah's Casino, Houston's, Beach House, Lucky Fish, CRA merchants**, and the tourism board.
- Seasonal "Ride & Save" merchant offers.
- Cross-promotion with regional transit like Tri-Rail.
- Street teams and hospitality kits to support events and visitor traffic.



### Park-and-Ride Focus

- Highlight park-and-ride stops in the app and in wayfinding signage.
- **"Park, then Ride"** campaigns during peak weekends and signature events like the Seafood Festival and Holiday Boat Parade.
- Commuter outreach through employer networks and City channels.
- Monthly reporting on park-and-ride trip origins to inform future signage and campaigns.

### Campaign Cadence

- **Awareness (Always-On)** – wraps, signage, organic social, newcomer education.
- **Activation (Seasonal/Event Pulses)** – park-and-ride promotions, paid media, street teams during events.
- **Retention & Loyalty (Monthly)** – referral bonuses, ride streak challenges, and merchant perks.



## Advertising & Partnership with Local Businesses

In addition to marketing the service, Circuit will operate a **City-approved vehicle advertising program** that generates revenue for the City while supporting local businesses.

### Capabilities & Experience

Circuit has a successful history of planning, selling, and executing advertising campaigns for a variety of local and national advertisers with our markets. Circuit partnerships include top advertising agencies such as WPP, Publicis and Omnicom as well as multinational brands including Dunkin' Donuts, Coca Cola, Diageo and more. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. Advertising options have included exterior vehicle wraps, interior digital displays, email/social campaigns, in-app advertising and product sampling.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. This advertising program can also help to promote local businesses throughout Pompano Beach and has already been doing so since 2021 with multiple years of advertising revenue from the local casino and other partners.



*Local Advertising on Circuit vehicles in various markets.*

## Existing Advertising Contract

Circuit has already secured a contract through January 2027 with a local media agency to manage rotating advertisements from Pompano Beach businesses on our vehicles. This program:

- Keeps the advertising inventory **filled year-round** with locally relevant, high-quality creative.
- Provides **exposure for small and mid-sized businesses** that may not have the resources for large campaigns.
- Enhances the **visual connection between the service and the community**, reinforcing that the microtransit program is woven into local life.
- Has already established **sales and production workflows**, enabling a seamless continuation and expansion under the new contract term.

### Additional Advertising Inventory & Approach

- Full and partial vehicle wraps on additional vehicles (if allowed).
- Door and quarter-panel placements.
- Interior seatback cards and posters.
- In-app ad placements.

### Sales & Target Advertisers

- Outreach to restaurants, casino, hotels, attractions, and retail—building on the existing local advertiser base established through the current media agency relationship.
- Rate card structured for both small businesses and regional advertisers.
- Ability to bundle ad placement with promotional campaigns (e.g., “Ride & Save”).

### Governance & Revenue Share

- All advertisers and creative content approved by the City.
- The city will receive a copy of each executed advertising contract.
- Circuit proposes a 50/50 **revenue split**

By combining a **proven marketing strategy** with an **already-operational advertising program** and a contract in place through January 2027, Circuit ensures that Pompano Beach’s microtransit service will not only grow ridership and strengthen park-and-ride integration, but also generate a steady, locally-driven revenue stream for the City.

## 7.8 Local Business Program

Circuit is proud to be headquartered in Broward County, Florida with a local office in Pompano Beach.

We fulfill all requirements of a Tier 1 Vendor, with the exception of a business tax receipt (we have filed for a new one with the city but historically have utilized our Broward County BTR):

- We maintain a place of business at 270 N Pompano Beach Blvd. Pompano Beach, FL 33062 and this is where we distribute our services to Pompano Beach.
- The staffing levels at this location are 67% Pompano Beach Residents and 100% Broward County Residents.

We have provided our Broward County Business Tax Receipt as well as our SunBiz Directory for proof of our qualification as a Local Business. We would request to be recognized as a Tier 1 Vendor and are actively procuring a new Pompano Beach Business Tax Receipt. **By selecting Circuit, you will be getting 100% of your services from a Local Vendor.**

# Business Tax Receipt

Broward County 2024 - 2025

<b>BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT</b> 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829 <b>VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025</b>						
Business Name: CIRCUIT TRANSIT INC			Receipt #: 326-325822 Business Type: COURIER/TRANSPORT/DELVRY/TOWING (TRANSPORTATION)			
Owner Name: JASON BAGLEY Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE Business Phone: 644-504-3733			Business Opened: 05/01/2022 State/County/Cert/Reg: 2023-LL Exemption Code:			
Rooms	Seats	Employees	Machines	Professionals		
		24				
For Vending Business Only						
Number of Machines: Vending Type:						
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00
Receipt Fee			150.00			
Packing/Processing/Canning Employees			0.00			
<b>THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS</b>						
<b>THIS BECOMES A TAX RECEIPT WHEN VALIDATED</b>						
This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.						
Mailing Address:						
CIRCUIT TRANSIT INC 501 E LAS OLAS BLVD FORT LAUDERDALE, FL 33301-2881			Receipt #MM-23-00264428 Paid 07/03/2024 150.00			
<b>2024 - 2025</b>						
<b>BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT</b> 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829 <b>VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025</b>						
Business Name: CIRCUIT TRANSIT INC			Receipt #: 326-325822 Business Type: COURIER/TRANSPORT/DELVRY/TOWING (TRANSPORTATION)			
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Rooms	Seats	Employees	Machines	Professionals		
		24				
For Vending Business Only						
Number of Machines: Vending Type:						
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00
Receipt Fee			150.00			
Packing/Processing/Canning Employees			0.00			
Signature						
Receipt #MM-23-00264428 Paid 07/03/2024 150.00						

## Broward County 2024 - 2025

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC

Receipt #: 326-325822  
Business Type: COURIER/TRANSPORT/DELIVERY/TOWING  
(TRANSPORTATION)

Owner Name: JASON BAGLEY  
Business Location: 501 E LAS OLAS BLVD  
FT LAUDERDALE  
Business Phone: 646-504-3733

Business Opened: 05/01/2022  
State/County/Cert/Reg: 2023-LL  
Exemption Code:

Rooms      Seats      Employees      Machines      Professionals  
24

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00
Receipt Fee				150.00		
Packing/Processing/Canning Employees				0.00		

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CIRCUIT TRANSIT INC  
501 E LAS OLAS BLVD  
FORT LAUDERDALE, FL  
33301-2881

Receipt #WWW-24-00291188  
Paid 08/14/2025 150.00

2025 - 2026

### BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC

Receipt #: 326-325822  
Business Type: COURIER/TRANSPORT/DELIVERY/TOWING  
(TRANSPORTATION)

Owner Name: JASON BAGLEY  
Business Location: 501 E LAS OLAS BLVD  
FT LAUDERDALE  
Business Phone: 646-504-3733


Business Opened: 05/01/2022  
State/County/Cert/Reg: 2023-LL  
Exemption Code:

Rooms      Seats      Employees      Machines      Professionals  
24

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00
Receipt Fee				150.00		
Packing/Processing/Canning Employees				0.00		

Receipt #WWW-24-00291188  
Paid 08/14/2025 150.00

## SunBiz Listing



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

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

[Previous On List](#)   [Next On List](#)   [Return to List](#)

[Events](#)   [Name History](#)

**Detail by Entity Name**  
Florida Profit Corporation  
CIRCUIT TRANSIT INC.

**Filing Information**

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

**Principal Address**  
501 E Las Olas Blvd  
Suite 300  
Fort Lauderdale, FL 33301  
  
Changed: 04/05/2023

**Mailing Address**  
501 E Las Olas Blvd  
Suite 300  
Fort Lauderdale, FL 33301

# Appendix

## Resumes

### JASON BAGLEY

[jason@ridecircuit.com](mailto:jason@ridecircuit.com) | 305-494-1612

#### SUMMARY

Jason is a Partner at Circuit. He founded Eco Cab in 2008, launching an electric shuttle service in South Florida in 2011 and Southern California in 2013. After working together with Circuit on a smaller scale and realizing the benefit of officially partnering, Jason joined Circuit in 2014. Before Eco Cab, Jason worked for AmeriPark, a National Full Service Parking Company now under the Reef Technology umbrella. Jason founded a Parking Company in South Florida that was absorbed by AmeriPark, and Jason became the South Florida Regional Vice President where he grew the company portfolio from 2 locations to over 25 locations with 300+ employees including launching the first Simon Property Group locations that AmeriPark was contracted to manage as part of a National agreement.

He has worked with various municipalities, business organizations and private developers in determining, planning and executing for specific transit needs. Jason oversees the Southeast Region along with assisting with National Operations and Business Development.

#### PROFESSIONAL EXPERIENCE

<b>Circuit Transit</b> Partner	2014 - present
<b>Eco Cab, LLC</b> Founder	2008 - 2014
<b>AmeriPark</b> Regional VP, South Florida	2002 - 2010
<b>Parking Services of America</b> Founder	2000 - 2002

#### EDUCATION

<b>Florida Atlantic University</b> B.S. Communications <i>Boca Raton, FL</i>	1993 - 1997
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# ALANA WORTSMAN

alana.wortsman@ridecircuit.com | 516.456.3508

## SUMMARY

Alana brings 13 years of experience in the nonprofit sector, helping to create more sustainable communities. At Circuit, she now helps manage the public-private partnerships in South Florida. Alana works with current service cities on community engagement, events, public affairs, grant opportunities, and marketing materials. Alana was born and raised on Long Island, NY and has a Communications degree from SUNY Oneonta. Alana now resides in Fort Lauderdale, FL as her place to call home.

## PROFESSIONAL EXPERIENCE

<b>Circuit Transit</b> Public Partnerships Manager	<i>Fort Lauderdale, FL</i>	2022 - present
<b>Jack and Jill Center</b> Business Development Manager	<i>Fort Lauderdale, FL</i>	2018-2022
<b>Feeding South Florida</b> Community Engagement Manager	<i>Pembroke Park, FL</i>	2016-2018
<b>American Cancer Society</b> Community Manager, Relay for Life	<i>Key West, FL</i>	2015- 2016

## EDUCATION

<b>SUNY Oneonta</b> <i>New York, NY</i>	B.S. Communications	2010-2012
<b>Nassau Community College</b> <i>New York, NY</i>	General Studies	2007-2009



# CAMILLE SANTIAGO

camille.santiago@ridecircuit.com | 561-339-6115

## SUMMARY

Camille is the People Operations Manager of South Florida for Circuit. She has overseen successful hiring and training of driver ambassadors in Pompano Beach and other Broward County operations. in Hollywood FL and supports regional operations in Florida. She has been crucial in adapting operations in Florida and maintaining high levels of rider and driver safety.

## PROFESSIONAL EXPERIENCE

<b>Circuit Transit</b> People Operations Manager - South Florida	<i>Hollywood, FL</i>	May 2019 - present
<b>Lyft</b> Community Associate	<i>Miami, FL</i>	2018 - 2019
<b>Airbnb</b> Community Organizer	<i>Florida</i>	2016 - 2017
<b>Lush</b> Keyholder	<i>Florida</i>	2011 - 2014

## EDUCATION

<b>Florida Atlantic University</b> B.S. English Language & Literature <i>Boca Raton, FL</i>	2013 - 2015
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# RAUL F. TORO

raul.toro@ridecircuit.com | (470) 743-5448

## SUMMARY

Highly efficient Operations Manager and Military Veteran with 13 years of proven experience in the United States U.S. Army. Accomplished measurable results while leading teams of up to 50 employees in a dynamic, fast-paced environment. A Spanish-speaking leader with a comprehensive operations, projects, and program management background from conducting domestic and global operations in nine countries. Managed risk upon multiple lines to protect assets, property, and equipment valued over \$ 8 million while meeting the expectations of senior leadership. Possess extensive knowledge in optimizing operations—career supported by a Business Administration and Marketing Management Degree.

## PROFESSIONAL EXPERIENCE

<b>Circuit Transit</b> Area Operations Manager (SoFlo)	<i>Fort Lauderdale, FL</i>	June 2023 - present
<b>Spin</b> Operations Manager	<i>GA/SC/Spain</i>	Feb 2021 - May 2023
<b>Reby</b> Deputy Operations Manager	<i>Barcelona, Spain</i>	Sept 2019 - Jan 2021
<b>U.S. Army</b> Manager/Recruiter	<i>Various Location Pgr.</i>	Aug 2003 - Sept 2016

## EDUCATION

<b>ESIC Business &amp; Marketing School,</b> MS - Sports Marketing Management	2019 - 2020
<b>Southern New Hampshire University</b> BA - Business Administration	2017 - 2019

## AWARDS

- Army Commendation Medal (Five); Army Good Conduct Medal (Three)
- Humanitarian Service Medal; Recruiter Badge

# Bob McClure

bob@ridecircuit.com | 954-260-3010

## SUMMARY

Bob is currently a Local Supervisor overseeing day to day operations of Circuit's Broward locations. Bob has been with Circuit since 2015 where he started as a driver in Fort Lauderdale. His positive attitude, attention to detail and effective leadership has paved the way for several promotions over the years. Bob has used his experience in recruiting to successfully build and retain teams which has produced several supervisors and future location managers to keep up with company growth opportunities.

## PROFESSIONAL EXPERIENCE

<b>Circuit Transit</b> Operations Manager - South Florida	<i>South Florida</i>	Jan 2021 - present
<b>Circuit Transit</b> Driver Ambassador	<i>Fort Lauderdale, FL</i>	Jan 2015 - Jan 2021
<b>Smart Docs Direct</b> Owner	<i>Miami, FL</i>	Aug 2022 - present

## EDUCATION

<b>Florida State University</b> <i>Tallahassee, FL</i>	1996 - 1998
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## Additional Vehicle Options and Fees

### *Volkswagen ID.Buzz*



### *Damera eJest MiniBus*

**Damera eJest**

- 2025 model
- 130+ miles per charge
- Up to 18 passengers
- ADA configurations
- Digital Route Indicator
- Sliding Passenger Door
- Access Ramp
- Anti-Lock Braking System
- Electronic Stability Program
- Large Format Branding opportunities



## Fee Structures for additional vehicles

The below table represents base-line costs for additional vehicle types at the current service level within this RFP which is 76 weekly service hours. These prices **are before any discounts** like advertising or fare revenue, or discounts for the city providing parking & vehicle charging.

Vehicle Type	All-In Hourly Rate*	Fixed Monthly Cost	Variable Costs per Service Hour
	Primary Pricing Model	Alternative Pricing Model Fixed + Variable Hourly Service Costs	
EV Sedan	\$48.10	\$5,868	+ \$26.67/hour
EV SUV	\$51.97	\$6,928	+ \$26.67/hour
EV Van	\$55.62	\$7,928	+ \$26.67/hour
Damera eJest	\$109.07	\$19,127	+ \$39.22/hour

\* All-In Hourly Rate is based on 76 weekly service hours. If service hours change, fees will adjust using the alternative pricing model which includes a fixed monthly fee for the costs of the vehicle and variable costs based on the service hours.

Both pricing models include the costs of vehicles, drivers, maintenance, insurance, electricity, storage and all other costs associated with the operation of microtransit services, excluding production of vehicle wraps.

## **EXHIBIT “D”**

**RESOLUTION NO. 2020- 229****CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ACCEPTING A GRANT IN THE AMOUNT OF \$833,000.00 FOR ASSISTANCE IN FUNDING THE OPERATION OF A COMMUNITY TRANSIT CIRCULAR SERVICE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pompano Beach has been awarded a Grant from the State of Florida Department, Department of Transportation, for assistance in funding the operation of a community transit circular service; and

**WHEREAS**, it is the desire of the City of Pompano Beach, Florida, to formally accept the Grant; now, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and the State of Florida, Department of Transportation, accepting a grant in the amount of \$833,000.00 for assistance in funding the operation of a community transit circular service, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 28th day of July, 2020.

DocuSigned by:

*Rex Hardin*

502CB70CEB3F480...

**REX HARDIN, MAYOR**

**ATTEST:**

DocuSigned by:

*Asceleta Hammond*

775D4200316A490

**ASCELETA HAMMOND, CITY CLERK**

MEB/jrm  
7/22/2020  
l:reso/2020-261





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Financial Project Number(s): (item-segment-phase-sequence) 446659-1-84-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55042010429 Vendor Number: F596000411002
Contract Number: G1P49	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 8/27/2020 | 2:05 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and the City of Pompano Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

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

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

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

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

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

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

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\_\_\_ \*Additional Exhibit(s):

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

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

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

**a.** \_\_\_ If this box is checked the following provision applies:

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

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

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

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

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

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

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

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

**9. Project Cost:**

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- a. The estimated total cost of the Project is \$1,666,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$833,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

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

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

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

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

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

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

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

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

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

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved



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

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

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☒ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☒ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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

**12. Contracts of the Agency:**

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

**Federal Funded:**

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



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

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
        - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
  - c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

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

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
  - i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

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

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



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

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

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

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

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

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

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY the City of Pompano Beach

By: -See City Signature Page Attached-

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

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
By: Steven C. Braun, P.E.

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Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

DocuSigned by:  
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**“CITY”:**

Attest:

**CITY OF POMPANO BEACH**

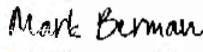
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 REX HARDIN, MAYOR



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 GREGORY P. HARRISON, CITY MANAGER

Approved As To Form:

DocuSigned by:  
  
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 MARK E. BERMAN  
 CITY ATTORNEY

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**EXHIBIT A**

**Project Description and Responsibilities**

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

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

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

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

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

**D. Deliverable(s)**: public transit service

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

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

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TRANSIT OPERATING ONLY**

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

**A. Fund Type and Fiscal Year:**

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446659-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development	\$833,000
	LF						\$833,000
<b>Total Financial Assistance</b>							<b>\$1,666,000</b>

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

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$833,000	\$833,000	\$0	\$1,666,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$833,000</b>	<b>\$833,000</b>	<b>\$0</b>	<b>\$1,666,000</b>

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

**C. Cost Reimbursement**

The Agency will submit invoices for cost reimbursement on a:

☐ Monthly  
☒ Quarterly  
☐ Other:

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

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

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

Jayne A. Pietrowski

Department Grant Manager Name

DocuSigned by:

Jayne Pietrowski

8/26/2020 | 10:51 AM EDT

Signature

0E14695055194BD...

Date

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT E  
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

**(Service Development)**

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30<sup>th</sup> for the period ending December 31<sup>st</sup> and July 30<sup>th</sup> for the period ending June 30<sup>th</sup>.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
  - a) An evaluation of the attainment of the goals and objectives.
  - b) The reasons any of the goals were not met.
  - c) The benefit accrued by the Agency.
  - d) A statement of the Agency's intent to continue with the service demonstrated.

**-- End of Exhibit E --**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 02/20

**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

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

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

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Public Transit Service Development Program  
**CSFA Number:** 55.012  
**\*Award Amount:** \$833,000

\*The award amount may change with amendments

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

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

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

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