

NOTE: A request form is available from the Deputy Town Clerk or on the Town's website; please fill it in and return it no later than the "Public Comment" section of the meeting if you would like to address the Town Council. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please mute or turn off your cell phone or electronic devices at the start of the meeting. Thank you.

**TOWN OF BAY HARBOR ISLANDS
MORRIS N. BROAD COMMUNITY CENTER
1175 95TH STREET
BAY HARBOR ISLANDS, FL 33154**

**SPECIAL TOWN COUNCIL MEETING
AGENDA**

October 14, 2025
6:00 PM

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE

A Special Meeting of the Town Council of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform, on Tuesday, October 14, 2025 at 6:00 p.m.

"In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments."

You are invited to a Zoom webinar!

When: Oct 14, 2025 06:00 PM Eastern Time (US and Canada)

Topic: Special Town Council Meeting - Oct. 13th, 2025 @6:00pm

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/82767742015?pwd=sATWGvusTNhZRviCgix8YeTbzujpbQ.1>

Passcode:041689

Phone one-tap:

+13052241968,,82767742015# US
+13017158592,,82767742015# US (Washington DC)

Join via audio:

+1 305 224 1968 US
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 646 931 3860 US
+1 719 359 4580 US
+1 720 707 2699 US (Denver)
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 689 278 1000 US

Webinar ID: 827 6774 2015

International numbers available: <https://us06web.zoom.us/j/82767742015>

To request to speak during Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location):
US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Meeting ID: 827 6774 2015
Participant ID: Press the # key.

To request to speak during Public Comment, please utilize the “raise your hand” Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

To request to speak: Dial *9 on your telephone device to activate the “Raise your Hand” feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at eherbello@bayharborislands-fl.gov prior to 4:00 p.m. on October 13, 2025.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

PUBLIC COMMENT

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to

Speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

DEFERRED ITEMS:

1. Discussion and Possible Action to approve the Letter of Intent (LOI) and enter into a lease agreement with Church by the Sea for property located at 1045 95th Street, Bay Harbor Islands, FL. Placed on the agenda for discussion by Town Manager Lindsley Noel.
2. Discussion and possible action to authorize the Town Manager to expend an amount not to exceed \$200,000 for the build-out and necessary improvements of the Town's office space located at 1045 95th Street. This funding will support construction, furnishing, and related costs required to make the space operational and suitable for municipal use. Sponsored by Town Manager Lindsley Noel.
3. Discussion and possible action regarding an agreement between SBC USA, LLC and the Town to utilize space on the south side of Causeway Island for the transfer of debris. Sponsored by Vice Mayor Stephanie Bruder.
4. Request for approval to Piggyback on the City of Plantation contract for Micro Transit Program. Sponsored by Town Manager Lindsley Noel.

ADJOURNMENT: Approximately 8:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

October 17, 2025

ITEM NUMBER: 1.

ITEM: Discussion and Possible Action to enter into a lease agreement with Church by the Sea for property located 95th Street, Bay Harbor Islands, FL. Placed on the agenda for discussion by Town Manager Lindsley Noel.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The incremental cost over the next 5 years of moving from the trailers to the Church property is estimated at \$1,041,756, calculated as follows:

	Church			Trailers		
	Monthly	Annual	Cost per sq ft	Monthly (1)	Annual	Cost per sq ft
FY 26	15,000	180,000	20	15,493	185,921	28
FY 27	15,000	180,000	20	16,268	195,217	29
FY 28	45,000	540,000	60	17,081	204,978	31
FY 29	46,350	556,200	62	17,936	215,227	32
FY 30	47,741	572,886	64	18,832	225,988	34

Area (sq. ft)	8,932 (3)	6,720
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(1) Assumes 5% annual increases

(2) Per the agreement with Mobile Modular, the Town will incur estimated costs of \$56,320 (11,284 per trailer) when the trailers are returned

(3) Represents total living area per Miami Dade property appraiser

The current agreement with Mobile Modular is month to month until the Town returns the trailers.

The Town is required to give 30 days written notice prior to returning the trailers

Mobile modular has the authority to periodically revise the monthly charges since the lease was extended beyond the initial term

Town paid monthly rent of \$14,897 from Nov 2024 through June 2025; and \$15,493 since July 2025

Expenses are budgeted and recorded in
301.5190.400044.000

182,000 Total budget
150,163 YTD expenditures
31,837 Remaining balance

BUDGET IMPACT:

Submitted By: Lindsley Noel, Town Manager

ATTACHMENTS

1.	BHI Rent Options
2.	Resolution BHI - Lease with Church
3.	Lease with Town of Bay Harbor Islands

MARKET RENT FOR OTHER COMPARABLE OFFERS

	Paid Months	Monthly Rent	Annual Rent
Year 1	12	\$ 42,500	\$ 510,000
Year 2	12	\$ 43,775	\$ 525,300
Year 3	12	\$ 45,088	\$ 541,059
Total Contractual Rent			\$ 1,576,359

BAY HARBOR ISLANDS: LEASE PAYMENT OPTIONS

FISCAL YEAR	Paid Months	OPTION 1 in 1st Term Sheet		Paid Months	OPTION 2 (given previously)		Paid Months	OPTION 3 (given previously)	
		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent
Year 1 (10/1/25-9/30/26)	11	\$ 15,000	\$ 165,000	11	\$ 20,000	\$ 220,000	11	\$ 25,000	\$ 275,000
Year 2 (10/1/26-9/30/27)	12	\$ 15,000	\$ 180,000	12	\$ 20,000	\$ 240,000	12	\$ 25,000	\$ 300,000
Year 3 (10/1/27-9/30/28)	12	\$ 45,000	\$ 540,000	12	\$ 35,000	\$ 420,000	12	\$ 25,000	\$ 300,000
Total Contractual Rent			\$ 885,000			\$ 880,000			\$ 875,000
Contractual NPV at 5%			\$ 807,670			\$ 810,795			\$ 813,920
TOWN RENT CONCESSION			\$ 691,359			\$ 696,359			\$ 701,359

FISCAL YEAR	Paid Months	OPTION 4 (said at meeting)		Paid Months	NEW OPTION 5		Paid Months	NEW OPTION 6	
		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent
Year 1 (10/1/25-9/30/26)	11	\$ 15,000	\$ 165,000	9	\$ 15,000	\$ 135,000	6	\$ 15,000	\$ 90,000
Year 2 (10/1/26-9/30/27)	12	\$ 25,000	\$ 300,000	12	\$ 25,000	\$ 300,000	12	\$ 25,000	\$ 300,000
Year 3 (10/1/27-9/30/28)	12	\$ 35,000	\$ 420,000	12	\$ 37,500	\$ 450,000	12	\$ 41,500	\$ 498,000
Total Contractual Rent			\$ 885,000			\$ 885,000			\$ 888,000
Contractual NPV at 5%			\$ 813,001			\$ 809,794			\$ 808,098
TOWN RENT CONCESSION			\$ 691,359			\$ 691,359			\$ 688,359

FISCAL YEAR	Paid Months	NEW OPTION 7		Paid Months	NEW OPTION 8		Paid Months	NEW OPTION 9	
		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent		Monthly Rent	Annual Rent
Year 1 (10/1/25-9/30/26)	3	\$ 15,000	\$ 45,000	0	\$ -	\$ -	0	\$ -	\$ -
Year 2 (10/1/26-9/30/27)	12	\$ 29,000	\$ 348,000	12	\$ 32,750	\$ 393,000	12	\$ 36,500	\$ 438,000
Year 3 (10/1/27-9/30/28)	12	\$ 41,500	\$ 498,000	12	\$ 41,500	\$ 498,000	12	\$ 37,500	\$ 450,000
Total Contractual Rent			\$ 891,000			\$ 891,000			\$ 888,000
Contractual NPV at 5%			\$ 809,065			\$ 807,770			\$ 807,108
TOWN RENT CONCESSION			\$ 685,359			\$ 685,359			\$ 688,359

OPTIONAL YEAR ANALYSIS (INCREASED FROM 2 TO 4 YEARS, BASED ON COUNCIL FEEDBACK FOR MORE TIME)

NOTE: OPTION PERIOD RENT IS FIXED IN ALL OPTIONS, BUT CAN BE TERMINATED WITH 6 MONTHS NOTICE

	Market Monthly Rent	BHI Monthly Rent	Annual Savings	Total Town Savings w/ Option 1
Year 4 (10/1/28-9/30/29)	\$ 46,441	\$ 45,000	\$ 17,291	\$708,650
Year 5 (10/1/29-9/30/30)	\$ 47,834	\$ 46,350	\$ 17,809	\$726,459
Year 6 (10/1/30-9/30/31)	\$ 49,269	\$ 47,741	\$ 18,344	\$744,803
Year 7 (10/1/31-9/30/32)	\$ 50,747	\$ 49,173	\$ 18,894	\$763,697
Total Savings in Optional Years			\$ 72,338	



September 19, 2025

Lindsley Noel
Town Manager
Bay Harbor Islands, FL

Dear Lindsley,

Based on the feedback at the September 11th Council meeting, I revised the LOI to include the following feedback:

- 1) Councilperson Fuller noted that some additional time after five years might be necessary depending on the progress of the new BHI Town Hall. Therefore, we doubled the optional years from 2 years to 4 years. Instead of sending the Church written notices to renew each year, if necessary, I simplified the process so that after 3 years, the Town can simply terminate the lease with 6 months written notice.
- 2) There was Council feedback on calculating the one-time costs to move into the building and a resident suggested a longer free rent period. There was also a request to lessen the lease expense burden in year 3. I created a menu of rent payment options to align with these requests for your review. In the following attached LOI, I choose the last option that I believe accomplishes the goals expressed at the Council meeting. If you would prefer a different option, please let me know.

If you have any questions, please reach out to either of us.

Sincerely,

Rob Asinger
Church by the Sea
Reverend

Jason Nevader
Church by the Sea
Treasurer and Secretary

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org



LETTER OF INTENT (“LOI”)

The following criteria are not intended to be a full list of terms and conditions, but instead an outline of the major business points agreed by both Tenant and Landlord in lease negotiations.

Property:	1045 95 th Street, Bay Harbor Islands, FL
Landlord:	1045 95 th Street LLC
Tenant:	The Town of Bay Harbor Islands
Premise:	Approximately 8,932 square feet of ground floor space and parking as shown in Exhibit A.
Use:	Town of Bay Harbor Islands governmental use only (e.g., police department, office of the town manager, town clerk, building department, council chambers, etc.) with no subletting to third parties
Lease Commencement Date:	Upon mutual execution of the lease
Lease Term:	From Lease Commencement Date until 9/30/2028 (approximately 3 years)
Renewal Term:	Tenant to notify Landlord by 3/31/2028 to extend lease until 9/30/2032
Termination:	Tenant has the right to terminate the lease as early as 9/30/2028 upon six months’ written notice (e.g., on or before 3/31/2028). Once the Tenant is in the Renewal Term, if elected, the lease can be terminated with six months’ written notice.
Rent Commencement Date:	October 1, 2026 [Note: Based on Option 9]
Base Rent during Lease Term:	<u>Year 1:</u> \$0 per month from 10/1/2025 to 9/30/2026 <u>Year 2:</u> \$36,500 per month from 10/1/2026 to 9/30/2027

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org



Year 3: \$37,500 per month from
10/1/2027 to 9/30/2028

Renewal Term Year 1: \$45,000 per month from
10/1/2028 to 9/30/2029

Renewal Term Year 2: 3% increase from
10/1/2029 to 9/30/2030

Renewal Term Year 3: 3% increase from
10/1/2030 to 9/30/2031

Renewal Term Year 4: 3% increase from
10/1/2031 to 9/30/2032

Possession:

Tenant is allowed to paint, install or replace flooring material, install exterior lighting, security cameras, and set up low voltage wiring after signing of this LOI and upon the signing of an access agreement. Tenant is allowed to occupy building upon lease commencement.

Additional Expenses:

In addition to Base Rent, Tenant shall directly pay for utilities and maintenance (e.g., water, sewer, electricity, landscaping, security, IT, air conditioning service, etc.), contents and liability insurance, sales taxes (if any, assumed to be none due to recent Florida legislation), and real estate taxes (if any, assumed to be none due to exempt governmental use) for the Property.

Landlord shall be responsible for making all necessary repairs and replacements of the Building, including, without limitation, the roof and structural components of the Building and the Building systems.

Landlord will pay for property insurance on the building.

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org



Landlord Improvements:

Tenant takes space "as is".

Tenant's Work:

Tenant shall be responsible for all improvements necessary to operate under its normal course of business. All plans shall be subject to Landlord's approval. Tenant is allowed to install a generator at its cost and remove it at the end of the lease. Any fixed improvements (e.g., built-in millwork, appliances, etc.), to remain with property at the end of the lease.

Security Deposit:

\$45,000.

This proposal shall not be binding on either party unless and until fully executed lease documents have been exchanged and delivered.

AGREED AND ACCEPTED: This _____ day of September 2025.

LANDLORD: 1045 95TH STREET LLC

BY: _____

NAME: JASON NEVADER

TITLE: TREASURER AND SECRETARY

TENANT: TOWN OF BAY HARBOR ISLANDS

BY: _____

NAME: LINDSLEY NOEL

TITLE: TOWN MANAGER

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org



EXHIBIT A: PROPERTY INFORMATION

The single-story office building, located at 1045 95th Street in the Bay Harbor Islands business district, spans 8,932 square feet on a 19,500-square-foot lot. Built in 2003, it underwent a partial gut renovation in 2019 to convert the space from medical to office use, featuring internet connectivity, phone service, a modern staff kitchen, offices, and meeting rooms. The roof was replaced in 2024.

Key features of the property:

Structure: Hurricane impact glass windows and a high first-floor elevation of 9 feet—significantly higher than neighboring business district buildings.

Condition: Move-in ready, with some built-in office furniture.

Parking: 29 spaces total (24 in the front, 5 in the rear)

Interior Layout:

Offices: 12–13, depending on configuration

Bathrooms: 9 in total (4 private and 2 with showers, 5 public and ADA-compliant)

Multi-purpose Room: 1, accommodating over 100 people; can be divided into 2 soundproofed rooms

Conference Room: 1, with sink, fridge, and counter space

Reception Areas: 2

Kitchens: 2, featuring built-in microwaves, refrigerators, and dishwashers

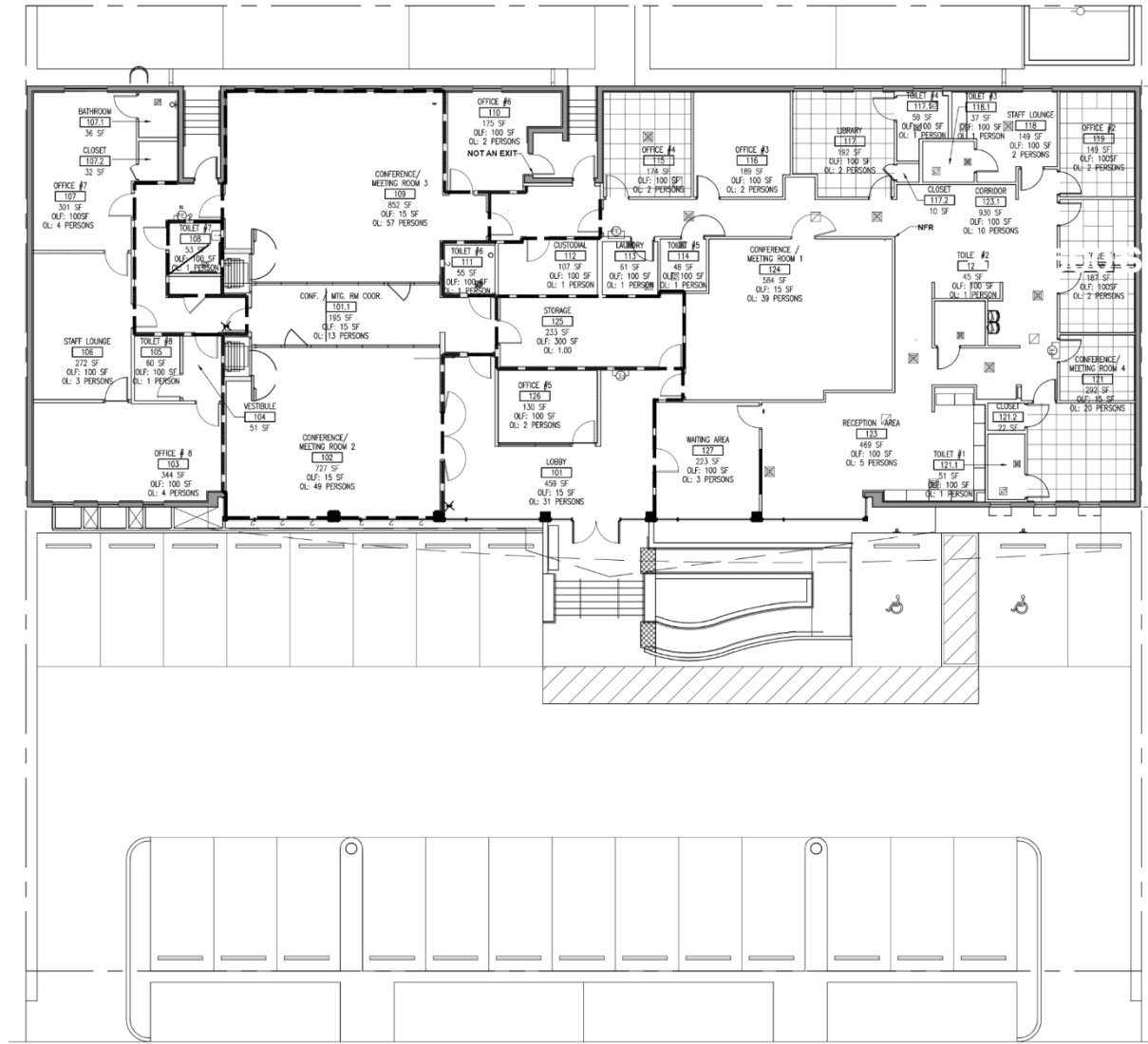
Storage Rooms: 2

Laundry Room: 1, with washer and dryer

THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154
305.866.0321 – info@churchbythesea.org

EXHIBIT B: SITE PLAN



THE CHURCH BY THE SEA

1000 Kane Concourse, Bay Harbor Islands, Florida 33154

305.866.0321 – info@churchbythesea.org

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RESOLUTION NO. _____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR THE
APPROVAL OF A LEASE BETWEEN THE TOWN OF BAY
HARBOR ISLANDS AND 1045 95TH STREET, LLC;
PROVIDING FOR INCORPORATION OF RECITALS;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Bay Harbor Islands (the “Town”) desires to lease from
1045 95th Street, LLC (the “Landlord”) certain real property and the improvements thereon
located at 1045 95th Street, Bay Harbor Islands, Florida (the “Property”); and

WHEREAS, the Town desires to enter into a Lease with the Landlord (the
“Lease”) for such purpose for a term commencing on the “Term Commencement Date”
provided in the Lease and ending on September 30, 2028, subject to one (1) renewal
option for a period of up to four (4) years; and

WHEREAS, the Town Council hereby finds the Lease between the Town and the
Landlord, attached hereto as Exhibit A, and made a part of this Resolution, to be in the
best interest of the Town and its citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS:**

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully
set forth herein.

Section 2. The Lease between the Town and the Landlord for the lease by the
Town of the premises described in the Lease, in substantially the form attached hereto
as Exhibit A, and subject to the review and approval of the Town Attorney, is hereby
authorized and approved. The Town Manager is authorized to determine which of the

lease payment options presented to the Town to incorporate into the Lease, such lease payment options being attached hereto as Exhibit "B"

Section 3. On the advice of the Town Attorney, the Town is authorized to enter into a memorandum of agreement with the Tenant, in recordable form, for the purpose of providing record notice that the Town and the Landlord have entered into the Short-Term Lease Agreement pursuant to Section 695.01, Florida Statutes.

Section 4. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 5. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of October, 2025.

Motion By: _____

Second By: _____

FINAL VOTE:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Joshua D. Fuller	_____
Council Member Molly Diallo	_____
Council Member Teri D'Amico	_____
Council Member Eric Rappaport	_____
Council Member Robert H. Yaffe	_____

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ISAAC SALVER
MAYOR

ATTEST:

EVELYN HERBELLO, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER LLP. TOWN ATTORNEYS
BY: MORRIS G. (SKIP) MILLER.

GREENSPOON MARDER COMMENTS 10-12-2025

LEASE

THIS LEASE ("Lease") made as of the ____ day of October, 2025 (the "Effective Date"), by and between 1045 95TH STREET LLC, a Florida limited liability company ("Landlord") and THE TOWN OF BAY HARBOR ISLANDS ("Tenant").

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises, as hereinafter defined, in the building located at 1045 95th Street, Bay Harbor Islands, Florida (the "Building"). The parcel of land upon which the Building is located shall be referred to as the "Property". The "Premises" shall mean approximately 8,932 square feet of ground floor space in the Building, as shown on Exhibit "A" hereto. For the purposes of this Lease, the parties agree that the Premises contain 8,932 square feet of rentable area and that this number is binding and conclusive. Tenant acknowledges examining and inspecting the Premises, and all fixtures, equipment and other property appurtenant thereto and agrees to accept them in their "as is" condition existing on the Term Commencement Date, as hereinafter defined, except as otherwise specified in an exhibit labeled Tenant Work Letter, if any, attached to this Lease as Exhibit "B".

2. COMMENCEMENT OF LEASE TERM. The term of this Lease (the "Term") shall commence on the Effective Date (also referred to as the "Term Commencement Date") and end on September 30, 2028, subject to one (1) renewal option (the "Renewal Option") for a period of four (4) years (the "Renewal Term"), which is subject to the terms listed in Paragraph 3 below. Tenant's obligation for the payment of Fixed Rent (as defined in Paragraph 4 below) shall commence on October 1, 2026 (the "Rent Commencement Date").

3. RENEWAL OPTIONS. Provided Tenant is not in default beyond all applicable notice and cure periods as of April 1, 2028, this Lease shall automatically renew for the Renewal Term unless Tenant shall have furnished Landlord written notice (the "Non-Renewal Notice") by April 1, 2028 that it does not desire to exercise the Renewal Option. If Tenant timely delivers the Non-Renewal Notice to Landlord, such Renewal Option shall automatically terminate and be null and void. Fixed Rent during the Renewal Term is set forth in Paragraph 4 below. Tenant has the right to terminate the Lease at any time during the Renewal Term only upon not less than six (6) months' prior written notice to Landlord.

4. FIXED RENT. Tenant shall pay as rent for the Premises the amounts listed in the table provided below ("Fixed Rent"), payable without demand, setoff or deduction in advance on the first day of each month in monthly installments ("Monthly Rent"), plus any applicable sales and other taxes, now or later enacted. All checks are to be made payable to the order of Landlord and mailed or delivered to Landlord at c/o CBS Realty Holding, LLC, 1000 Kane Concourse, Bay Harbor Islands, FL 33154, Attn: Controller, or to such other address or payee specified in a notice given by Landlord to Tenant. If the Rent Commencement Date does not occur on the first day of a month, the first installment of the Monthly Rent shall be prorated on a per diem basis. All sums payable by Tenant to Landlord under this Lease as Fixed Rent, Additional Rent (as hereinafter defined) or otherwise (collectively, "Rent") shall be subject to any applicable sales taxes and other governmental charges or taxes which shall be borne solely by Tenant.

Year 1: Effective Date – 9/30/2026	Abated
Year 2: 10/1/2026 – 9/30/2027	\$36,500 per month
Year 3: 10/1/2027 – 9/30/2028	\$37,500 per month
Renewal Term Year 1: 10/1/2028 – 9/30/2029	\$45,000 per month
Renewal Term Year 2: 10/1/2029 – 9/30/2030	\$46,350 per month
Renewal Term Year 3: 10/1/2030 – 9/30/2031	\$47,740.50 per month
Renewal Term Year 4: 10/1/2031 – 9/30/2032	\$49,172.72 per month

5. GROSS LEASE: This Lease is intended to be a “gross lease,” and Fixed Rent is intended to compensate Landlord for Landlord’s costs of operating, insuring and maintaining the Building as provided in this Lease, except for Tenant’s obligations provided in this Lease. Notwithstanding the foregoing or anything else herein to the contrary, Tenant shall be responsible for payment of all utilities and maintenance, including water, gas, sewer, electric, landscaping, security, IT, air conditioning and telephone service delivered to the Premises.

6. SECURITY DEPOSIT. Tenant, concurrently with the execution of this Lease has deposited with Landlord the sum of \$45,000 (“Security Deposit”). This sum shall be retained by Landlord as security for the payment by Tenant of the Fixed Rent and other sums payable by Tenant under this Lease (“Additional Rent”) and for the faithful performance by Tenant of all the other terms and conditions of this Lease. Landlord, at Landlord’s option, may at any time apply the Security Deposit or any part thereof toward the payment of the Fixed Rent and/or Additional Rent and/or toward the performance of Tenant’s obligations under this Lease. The Security Deposit shall be kept in a segregated account of the Landlord and shall not be commingled with other funds of the Landlord. The Security Deposit is not liquidated damages. Landlord shall return the unused portion of the Security Deposit to Tenant within 30 days after the expiration of the Term if Tenant is not in breach of this Lease. If the Security Deposit is insufficient to cover Landlord’s actual damages, Tenant shall pay on demand to Landlord an amount sufficient to fully compensate Landlord for Tenant’s breach. Landlord may (but is not obligated to) exhaust any or all rights and remedies against Tenant before or after resorting to the Security Deposit. If Landlord makes any application of the Security Deposit, Tenant will replenish the amount so applied within ten days after demand from Landlord. Failure to replenish the Security Deposit shall be deemed a default under the Lease. Landlord shall not be required to pay Tenant any interest on the Security Deposit. If Landlord sells the Building, Landlord shall deliver the Security Deposit or the unapplied portion thereof to the new owner and the new owner shall keep the Security Deposit in a segregated account. Tenant agrees that if Landlord turns over the Security Deposit or the unapplied portion thereof to the new owner, Tenant shall look to the new owner only and not to Landlord for the return of the Security Deposit upon expiration of the Term.

The Security Deposit or the unapplied portion shall be returned to Tenant within fifteen (15) days after the expiration or earlier termination of the Lease

7. DELETED.

8. PERMITTED USE. Tenant will use and occupy the Premises for governmental use only, including the right to have a police department, office of the town manager, town clerk, building department, and council chambers ("Permitted Use"). In addition to the Rules and Regulations set forth in Exhibit C hereto, Tenant shall not suffer or permit the Premises or any part of them to be used in any manner, or suffer or permit anything to be done in or brought into or kept in the Premises, which would in any way: (a) violate any law or requirement of public authorities; (b) cause injury to the Building or any part thereof; (c) constitute a public or private nuisance; (d) alter the appearance of the exterior of the Building or of any portion of the interior other than the Premises pursuant to the provisions of this Lease; or (e) involve the use, generation, storage or disposal of hazardous or toxic materials or substances.

9. TRANSFER, ASSIGNMENT OR SUBLETTING. Tenant shall not transfer, assign, mortgage, pledge, or encumber this Lease or sublet the Premises in whole or in part, or permit the Premises to be used or occupied by others, intentionally or by operation of law, without the prior consent in writing of Landlord in each instance in Landlord's sole discretion. If Tenant is an entity any disposition(s) of the majority of the voting interests therein, or any change in the power to vote the majority of the interests therein, in one or a series of transactions, shall be treated as an assignment of this Lease requiring Tenant to obtain Landlord's prior written consent thereto. If this Lease is transferred or assigned, or if all or any part of the Premises shall be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Fixed Rent and Additional Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Fixed Rent and Additional Rent due. Such collection shall not be deemed a waiver of Landlord's right to declare Tenant in default of this provision absent Landlord's express written consent to such assignment or subletting. In the event of any transfer or assignment, Tenant shall continue to be liable in accordance with the terms and conditions of this Lease and shall not be released from the performance thereof absent Landlord's written consent to such release. The consent by Landlord to a particular transfer, assignment, mortgage, subletting, pledge, or encumbrance shall not be construed to relieve Tenant from obtaining the express written consent of Landlord to any other such transaction. Tenant shall reimburse Landlord's actual attorneys' fees and expenses incurred in connection with Tenant's assignment, subletting, transfer, or encumbrance of this Lease or any interest therein. All cash or other consideration, including any excess Rent beyond the Rent set forth herein, received by Tenant as the proceeds of, or resulting from, any assignment, sale, or sublease of Tenant's interest in this Lease and/or the Premises, whether consented to by Landlord or not, shall be paid to Landlord, notwithstanding the fact that such proceeds exceed the Rent called for hereunder, unless Landlord agrees to the contrary in writing, and Tenant hereby assigns all rights it might have or ever acquire in any such proceeds to Landlord.

10. SERVICES; FORCE MAJEURE:

A. Landlord agrees to furnish Tenant, while Tenant is occupying the Premises and during such time as Tenant is not in default or breach of the Lease, the following services, subject to the terms of this Lease:

- (i) Water for drinking and lavatory purposes.
- (ii) Air-conditioning.

(iii) Electricity for lighting and other normal uses in the Premises but not including electricity for equipment requiring voltage in excess of 110/115 volts.

(iv) Electric lighting for public areas and service areas of the Building as may in the judgment of Tenant be reasonably required. It is understood that the existing lighting at the Building is currently acceptable to Tenant and Landlord is not responsible for adding additional lighting to the Building.

B. It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption. Tenant acknowledges that any one or more of such services and other Landlord obligations hereunder may be suspended or delayed by reason of accident or repairs, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or other causes beyond the reasonable control of Landlord. No such interruption or discontinuance of service or delay with respect to other Landlord obligations shall be deemed a breach hereunder by Landlord, an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages by abatement of Fixed Rent or any Additional Rent or otherwise, or relieve Tenant from the performance of any of Tenant's obligations under this Lease.

C. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining, adjacent to or connecting with the Premises or any other part of the Property or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes or from theft or burglary. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises and to use such other portions of the Property as Tenant is herein given the right to use, at Tenant's own risk. However, Tenant shall not be liable for any loss or damage which may be occasioned by the use by CBS Realty Holding LLC, an affiliate of Landlord, of the surface parking lot located at 1000 Kane Concourse, Bay Harbor Islands, FL 33154 (the "CBS Property"), adjacent to the Property.

D. Tenant is responsible at Tenant's sole cost and expense for contracting and paying for all sanitation services, including trash collection, dumpster rental and recycling. Tenant will comply with all Legal Requirements to ensure trash does not accumulate in or around the interior or exterior of the Building. If Landlord notifies Tenant more than two (2) times during any twelve (12) month period of Tenant's failure to dispose of the trash as required by this Lease, Landlord shall have the right to step in and arrange for the removal of the trash at Tenant's sole cost.

11. REPAIRS AND ALTERATIONS. After receipt from Tenant of written notice of the need therefor, Landlord, at its expense, shall make necessary repairs to the foundation, outer walls, interior load bearing walls, structural components, building systems (including plumbing in excess of \$1,000 and HVAC equipment) and roof of the Building. Notwithstanding the foregoing, Landlord shall be released of its obligation under this Paragraph if the need for repair was caused by, or Landlord's repair is disturbed, by: (i) the misuse, improper conduct, omission or neglect of Tenant, its subtenants, agents, servants, employees, contractors, invitees or licensees (collectively, "Tenant's Agents"); and/or (ii) any improvements or changes in or to the Premises made by or for Tenant.

Tenant, at its expense, shall keep the Premises (and any Building systems located outside the Premises and which serve the Premises) in good order and condition and, other than as provided herein, shall make all repairs therein and thereto. Tenant shall be permitted to make such alterations, additions and

improvements to the Premises as Tenant determines to be necessary for it to use the Premises for its intended purposes. Tenant shall, at Tenant's expense, be responsible for all repairs required to the Premises, except those set forth in this Paragraph 11 which are the responsibility of Landlord, and at all times, maintain the Premises in good and safe condition, including interior plate glass, plumbing, electrical wiring, and any other systems or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear, casualty and condemnation excepted. If Tenant removes any items installed by Tenant at the Premises, including, without limitation, security cameras, generators and antennas, Tenant shall repair any damage to the Building and Building systems caused by the removal of such items. Tenant shall be responsible for the maintenance of the landscaping, which shall include tree trimming, ensuring no vegetation growth near utility equipment, maintaining landscaping along the fence line, parking lot surface repairs, striping and curbs and exterior security equipment (including gates, fencing and barricades). If any of Tenant's equipment causes any damage to the roof or Building structure, Tenant shall be responsible for repair such damage at Tenant's sole cost. All work performed by Tenant in the Building or the Premises shall be in compliance with all Legal Requirements. Tenant shall be responsible for the inspection, testing and repairs of fire extinguishers and smoke detectors and alarms on the Premises. Tenant shall be responsible for routine maintenance of the HVAC system. As part of its routine air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning maintenance firm which is fully licensed to maintain air conditioning units in the State of Florida. No later than the Rent Commencement Date and annually thereafter, Tenant shall deliver to Landlord a copy of the air conditioning maintenance contract and proof that the annual premium for such contract has been paid. Such air conditioning maintenance firm shall (a) regularly service the air conditioning unit(s), changing belts, filters and other parts as required, (b) notify Landlord of the need for emergency and extraordinary repairs on the air conditioning units, and (c) keep a detailed record of all services performed at the Premises and prepare a yearly report to be furnished to Landlord promptly at the end of each calendar year. All alterations, fixtures or improvements, except office furniture, other personal property and fixtures which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the end of the Term, unless Landlord, by written notice given to Tenant at least thirty (30) days before the end of the Term, elects to have all or any of the same removed, in which case Tenant shall remove the same at its expense. In all events, Tenant shall promptly repair all damage caused in connection with any removal provided for by this Paragraph.

12. DELAY OF POSSESSION. Tenant shall be given possession of the Premises upon the Term Commencement Date. If Landlord is unable to give possession of the Premises by reason of the holding over of any prior tenant or for any other reason other than the action or inaction of Tenant or Tenant's Agents, so long as such inability continues, a per diem abatement of Fixed Rent and Additional Rent shall be allowed to Tenant if such inability to deliver possession continues beyond the scheduled date for Rent to commence hereunder, but nothing shall operate to extend the Term and said abatement shall be the full extent of Landlord's liability to Tenant on account of delay in Tenant's obtaining possession of the Premises.

13. CHARGES DEEMED ADDITIONAL RENT. All charges to Tenant by Landlord for services or for work done on the Premises by order of Tenant, or otherwise accruing under this Lease, shall be considered as Additional Rent and be collectible as such.

14. FIRE OR CASUALTY. If the Premises shall be rendered untenable by fire or other casualty during the Term, Landlord shall have 180 days from the date on which the Premises are rendered untenable to make the Premises tenantable. If the Premises cannot, in the judgment of Landlord, be made tenantable within that time, Landlord shall, upon reaching such judgment, give notice to Tenant that the Premises cannot be made tenantable within 180 days. In such event either party may terminate this Lease by

giving written notice of termination to the other party within 10 days after the giving of such notice by Landlord. Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures or other improvements which may have previously been placed in the Premises by Tenant. In the event of termination, Fixed Rent and Additional Rent shall be paid only to the date of the fire or casualty. During any time that the Premises are untenantable due to causes set forth in this Paragraph, Fixed Rent and Additional Rent shall be abated. Notwithstanding the foregoing, even if the Premises are not rendered untenantable in whole or in part by fire or other casualty, Landlord will have the right to terminate this Lease upon 10 days' prior written notice to Tenant if (i) the Building is substantially destroyed and Landlord decides not to restore it or to restore it in such a way as to materially alter the Premises, or (ii) the insurance proceeds available to Landlord to restore the Building are, in Landlord's opinion, inadequate to do so. Upon any such termination, Landlord and Tenant shall each be released from all further liability under this Lease accruing after the effective termination date. Any insurance which may be carried by Landlord or Tenant against loss or damage in the Building or the Premises shall be for the sole benefit of the party carrying such insurance and nothing herein contained shall require Landlord to carry insurance on Tenant's contents.

15. COMPLIANCE WITH LAWS. Tenant shall promptly comply with all laws, guidelines, rules, regulations and requirements of the Federal, State, County and City governments applicable to the Premises, including but not limited to the Americans with Disabilities Act (the "ADA"), applicable environmental laws and those for the correction, prevention and abatement of nuisances, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises (collectively, "Legal Requirements"). Tenant is responsible for hazardous waste handling and disposal in accordance with Legal Requirements and for remediating any contamination caused by Tenant during the Term.

16. LATE PAYMENT DAMAGE AND ATTORNEYS' FEES. Tenant agrees to promptly pay all Fixed Rent, Additional Rent and other charges that accrue under this Lease. If any monies shall remain unpaid for forty-five (45) days after the same become due and payable, without waiving such default or any other available rights and remedies, Landlord shall be entitled to interest at the rate of one percent (1%) per month after the due date. In addition, upon request of Landlord, Tenant shall reimburse Landlord for all costs incurred by Landlord in the enforcement of any of the provisions of this Lease and/or the collection of any sums due to Landlord under this Lease (including, without limitation, collection agency fees, court costs (including expert witness fees whenever such term is used in this instrument) and reasonable attorneys' fees through all appellate actions and proceedings and enforcement or collection proceedings).

17. TENANT'S DEFAULT; LANDLORD'S REMEDIES:

A. Each of the following events shall be a default by Tenant and a breach by Tenant of this Lease:

(i) If Tenant fails to pay Landlord any installment of Fixed Rent, Additional Rent or other charge required to be paid by Tenant under this Lease within 5 days of when the same becomes due and payable;

(ii) If Tenant fails to materially perform or comply with any of the agreements, terms, covenants or conditions hereof on Tenant's part to be performed and such lack of performance or lack of compliance shall continue for a period of 30 days after notice by Landlord to Tenant or, if such performance or compliance cannot be reasonably had within such 30 day period, Tenant shall not in good faith have commenced such performance or compliance within such 30 day period and shall not diligently proceed to completion;

(iii) If Tenant notifies Landlord, at any time prior to the Term Commencement Date, that Tenant does not intend to take occupancy of the Premises upon the Term Commencement Date, or Tenant shall fail to promptly move into and take possession of the Premises when the Premises are ready for occupancy or shall abandon any substantial portion of the Premises;

(iv) The filing of an involuntary petition against Tenant under the Bankruptcy Code or any state or other federal law relating to bankruptcy or insolvency that is not dismissed within 60 days after being filed or the making or entry of a decree or order by a court or determination by any regulatory or governmental agency, if any, having jurisdiction over Tenant (a) that Tenant is a bankrupt or insolvent, (b) approving as properly filed a petition seeking reorganization of Tenant under the Bankruptcy Code or any state or other federal law relating to bankruptcy or insolvency, (c) appointing a receiver or liquidator or trustee in bankruptcy or insolvency of Tenant or of its property or any substantial portion of its property, or (d) winding up or liquidating the affairs of Tenant; and

(v) If Tenant shall (a) institute proceedings to be adjudged a voluntary bankrupt, (b) consent to the filing of a bankruptcy proceeding against it, (c) file a petition or answer or consent seeking reorganization or readjustment under the Bankruptcy Code or any state or other federal law, or otherwise invoke any law for the aid of debtors, or consent to the filing of any such petition, (d) consent to the appointment of a receiver or liquidator or trustee in bankruptcy or insolvency of it or of its property or any substantial portion of its property, (e) make an assignment for the benefit of the creditors, or (f) admit in writing its inability to pay its debts generally as they become due.

B. Upon material default or breach by Tenant of this Lease, Landlord may, at its option, take any, some or all of the following actions:

(i) Give notice to Tenant at any time after default or breach specifying Tenant's default or defaults, and stating that this Lease and the Term shall expire and terminate on the date specified in such notice. Upon the date specified in such notice, this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate as if that date were the date fixed for the expiration of the Term. No state or federal court receiver, trustee or liquidator appointed for Tenant shall be entitled to enforce this Lease or prevent its termination by Landlord.

(ii) Bring summary proceedings against Tenant pursuant to the provisions of applicable law and rules of procedure and cause the distraint of Tenant's property.

(iii) Re-enter and repossess the Premises, in which event Tenant agrees to immediately surrender the Premises to Landlord. Tenant shall nevertheless remain and continue liable to Landlord for a sum equal to all Fixed Rent, Additional Rent and other charges reserved herein for the remainder of the then existing Term, with Tenant responsible to pay Landlord immediately all such rents and charges that are capable of ascertainment, with other charges that are not susceptible of ascertainment to be paid to Landlord periodically as soon as such charges can be ascertained, but in no event shall such amount be more than twelve (12) months of Rent at the rate for the succeeding twelve (12) month period, or if the default occurs during the Year 1 of the Term (i.e. from the Effective Date through September 30, 2026), then in no event shall such amount be more than the Rent for Year 2 of the Term.

(iv) Repair and alter the Premises in such manner as Landlord deems necessary or advisable in order to let or relet the Premises for the whole, or any part of the, remainder of the Term or for a longer period, in Landlord's name or as the agent of Tenant. From any monies collected or received as a result of such letting or reletting, Landlord shall first pay to itself the cost and expense of retaking,

repossession, repairing or altering the Premises, including the cost and expense of removing all persons and property therefrom; second, pay to itself the cost and expense sustained in securing any new tenants; and, third, pay to itself any balance remaining on account of the liability of Tenant to Landlord for a sum equal to all Fixed Rent, Additional Rent and charges reserved herein and unpaid by Tenant for the remainder of the Term, but in no event shall such amount be more than twelve (12) months of Rent at the rate for the succeeding twelve (12) month period, or if the default occurs during the Year 1 of the Term (i.e. from the Effective Date through September 30, 2026), then in no event shall such amount be more than the Rent for Year 2 of the Term. No re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Tenant from liability hereunder.

(v) Declare all Fixed Rent, Additional Rent and any other charges due or to become due for the remainder of the entire remaining Term immediately due and payable and accelerate same so that the full amount of all such rent and other charges shall become immediately due and payable by Tenant, and Landlord may collect all such unpaid rent and other sums by distress or otherwise, but in no event shall such accelerated amount be more than twelve (12) months of Rent at the rate for the succeeding twelve (12) month period, or if the default occurs during the Year 1 of the Term (i.e. from the Effective Date through September 30, 2026), then in no event shall such accelerated amount be more than the Rent for Year 2 of the Term.

(vi) Take any and all other action and pursue all other rights and remedies provided at law or in equity or under this Lease or any other instrument referred to herein or related hereto.

Should any monies collected by Landlord pursuant to any of the provisions of this Paragraph be insufficient to fully pay to Landlord a sum equal to all Fixed Rent, Additional Rent and other charges reserved herein, Tenant shall remain liable for any such deficiency and the right of Landlord to recover from Tenant the amount thereof or a sum equal to all Fixed Rent, Additional Rent and other charges reserved herein shall survive the issuance of any dispossessory warrant or other termination hereof.

Tenant, for and on behalf of itself, and all persons claiming through or under Tenant, waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Tenant shall be disposed by judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord and Landlord and Tenant, so far as permitted by law, waive and will waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage.

The rights of Landlord as contained in this Paragraph 17 shall survive any termination of this Lease.

18. LANDLORD'S DEFAULT; TENANT'S REMEDIES:

In the event Landlord fails to keep or perform any material term, covenant, condition or provision of this Lease, and such failure continues for thirty (30) days after written notice from Tenant and opportunity to cure, unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot be performed, done or removed within such thirty (30) day period, in which case the default shall not be deemed to exist as long as Landlord: (i) advised Tenant by written notice within ten (10) days after Tenant's notice that Landlord intends to take all steps necessary to remedy such failure with due diligence; and (ii) duly commences and diligently and continuously prosecutes completion of all steps necessary to cure

and remedy the same, Tenant shall have the right to cure the default at Landlord's cost, provided that (a) the work performed by Tenant shall be performed in accordance with all applicable laws and all applicable provisions of this Lease, and (b) if Tenant performs any of Landlord's obligations under this Lease, then Landlord shall be relieved of its obligation to perform the specific obligation undertaken by Tenant. Landlord shall reimburse Tenant on demand for all amounts so expended by Tenant. If Landlord fails to reimburse Tenant for such amounts within thirty (30) days of demand, Tenant shall have the right to offset such amounts against Fixed Rent until reimbursed in full. In the event the failure is the inoperability of the HVAC system or utilities, the cure period shall be ten (10) days instead of thirty (30) days.

19. NO WAIVER AND CUMULATIVE REMEDIES. No waiver of any provision of this Lease by either party shall be deemed to imply or constitute a further waiver by such party of the same or any other provision hereof. The rights and remedies of Landlord under this Lease are cumulative and are not intended to be exclusive and the use of one shall not be taken to exclude or waive the right of use of another, and Landlord shall be entitled to pursue all rights and remedies available to landlords under the laws of the State of Florida. Landlord may accept partial payments without waiving any rights and without same constituting a waiver of Tenant's default.

20. RIGHT OF ENTRY. Landlord, or any of its agents, shall have the right (but not the obligation) to enter the Premises during all reasonable hours, and after reasonable prior notice (which need not be written), to examine the same or to make such repairs, additions or alterations as Landlord may deem necessary. In the event of an emergency, Landlord or its agents may (but shall not be obligated to) enter the Premises at any time without notice to appraise and correct the emergency condition. Tenant also grants Landlord or its agents the right after reasonable prior notice (which need not be written) to exhibit the Premises at any time within 180 days before the expiration of the Term,. In connection with any entry by Landlord, Tenant may require Landlord or its agents to be accompanied by an escort, and Landlord shall not be allowed access to the police department (including but not limited to the evidence room) or locations where confidential files are kept, without the consent of Tenant, which consent may be granted, withheld or made subject to conditions in Tenant's sole discretion.

21. PERSONAL PROPERTY. All personal property placed or moved into the Building shall be at the risk of Tenant or other owner and Landlord shall not be liable for any damage to personal property, or to Tenant, arising from the bursting or leaking of water pipes or otherwise from any act or omission of any cotenant or occupant of the Building or of any other person. Any damages to the Building arising out of Tenant's bringing of personal property into the Building shall be repaired by Landlord at the sole cost and expense of Tenant.

22. INDEMNIFICATION OF LANDLORD; INSURANCE; SUBROGATION WAIVER. Subject to any applicable limitations or exceptions in Section 768.28, Florida Statutes, Tenant agrees to indemnify Landlord and its managing agent, if any, against all liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees through all appellate actions and proceedings) arising from or in any way connected with the Premises or any acts, omissions, neglect or fault of Tenant or any of Tenant's Agents including but not limited to any breach of this Lease and any death, personal injury or property damage occurring in or about the Premises or other part of the Building, including the parking and outside areas, and the introduction of or disturbance of any existing hazardous or toxic materials or substances.

Tenant agrees that, at all times during the Term (as well as prior and subsequent thereto if Tenant or any of Tenant's Agents shall then use or occupy any portion of the Premises), it shall keep in force, in an insurance company licensed to do business in the State in which the Premises are located, which insurance

company shall be acceptable to Landlord in its sole discretion, commercial general liability and special form property insurance for Tenant's personalty and leasehold improvements in a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage per occurrence as to liability and 100% full replacement cost as to property damage (without deductible insofar as liability coverage is concerned). Tenant shall also maintain throughout the Term worker's compensation insurance with not less than the maximum statutory limits of coverage; employee's non-owned and hired vehicle insurance for any non-owned vehicles that are used by Tenant's employees in the course of Tenant's business in an amount of not less than \$1,000,000; if Tenant owns or leases any vehicles used in the operation of its business, commercial automobile insurance in an amount of not less than \$1,000,000; and such other insurance as Landlord may reasonably require and as is customarily carried by businesses similar to Tenant's business, in such amounts and conditions as Landlord may reasonably require. Such policies shall: (a) include Landlord, its managing agent, and such other parties as Landlord may designate as additional insureds; (b) be considered primary insurance; and (c) provide that it may not be cancelled or changed without at least 30 days' prior written notice from the insurer to each party insured thereunder.

Upon request from time to time, Tenant shall furnish Landlord with duplicate original certificates of all such paid-up insurance. In the event of damage to or destruction of the Premises, Tenant shall have the obligation promptly to repair or restore Tenant's property to its original or better condition.

Landlord shall maintain "all risk" property insurance covering the Building and all Landlord property, excluding any property which the Tenant is obligated to insure. The amount and scope of coverage of Landlord's insurance shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce, terminate or otherwise modify any insurance coverage. The foregoing insurance policy shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty; Landlord and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies provide that such a release or waiver shall not invalidate the insurance, and each party hereby agrees to obtain such a clause or an endorsement of like effect (so long as the same shall be obtainable) and furnish evidence thereof to the other party from time to time upon request. Tenant acknowledges that Landlord is not obligated to carry insurance on Tenant's furniture, furnishings, fixtures, equipment, generator and/or improvements, and agrees that Landlord shall not be obligated to repair any damage thereto or replace the same.

23. ESTOPPEL CERTIFICATE; SUBORDINATION. Landlord shall have the unrestricted right to sell, lease, mortgage and refinance the Building. Tenant agrees, within 10 days after request, to execute such instruments as Landlord or its mortgagee or the purchaser of the Building (the "Purchaser") shall require, certifying whether this Lease is in full force and effect and listing any modifications. This statement, commonly known as an estoppel certificate, is intended to be for the benefit of Landlord, any purchaser, lessor of the Building or mortgagee of Landlord, and any purchaser or assignee of Landlord's mortgagee. The estoppel certificate will also contain such other information as Landlord or its mortgagee or the Purchaser or the lessor may reasonably request.

Landlord represents and warrants to Tenant that there is no mortgage on the Property as of the Effective Date. This Lease is and at all times shall be subject and subordinate to all future mortgages and long term leases which may affect the Building, and to all recastings, renewals, modifications, consolidations, replacements, and extensions of any such mortgage(s). The foregoing shall be self-operative and any mortgagee shall require no further instrument of subordination. In addition to the foregoing, at Landlord's request, Tenant will execute any instruments and/or certificates required to carry out the intent hereof. In addition to all other remedies, if Tenant fails at any time to execute any such instrument, Landlord is hereby irrevocably appointed attorney-in-fact (which appointment is coupled with an interest) on behalf of Tenant with full power and authority on behalf of Tenant to subordinate this Lease to any present or future mortgage or other lien on the Premises or the Building.

24. NOTICES. A notice sent under this Lease shall be addressed to the party to receive it and sent by nationally recognized overnight delivery service such as Federal Express or hand delivered to the party to receive the notice at the address set forth below. Notice will be deemed given when delivered to the party's address set forth above. Notice given by the attorney for any party shall be as effective as if given by that party. Until further notice the addresses for Landlord and Tenant shall be as follows, which may be amended by the receiving party:

Landlord: c/o CBS Realty Holding, LLC
1000 Kane Concourse
Bay Harbor Islands, FL 33154
Attn: Controller

With a copy to: Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Attn: Adam D. Lustig, Esq.
E-mail: alustig@bilzin.com

Tenant: The Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Attn: Lindsley Noel

With a copy to: Greenspoon Marder LLP
222 Lakeview Avenue, Suite 1250
West Palm Beach, FL 33401
Attn: Morris G. (Skip) Miller, Esq.

25. RULES AND REGULATIONS. Tenant agrees to abide by all Rules and Regulations contained as Exhibit "C" attached hereto and made a part hereof, as reasonably amended and supplemented in the sole discretion of Landlord from time to time.

26. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties regarding the subject matters referred to herein, and supersedes all prior oral and written agreements between

them regarding such matters. It may be modified only by an agreement in writing signed by Landlord and Tenant. No offer of surrender of the Premises shall be binding unless accepted by Landlord in writing.

27. HEIRS AND ASSIGNS. This Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of both parties. If more than one person and/or entity shall be named herein as Tenant, each such person or entity shall be jointly and severally liable.

28. PEACEFUL POSSESSION. Subject to the terms and conditions of this Lease, Landlord agrees that Tenant shall peaceably have, hold and enjoy the premises without hindrance or molestation by Landlord.

29. EMINENT DOMAIN. If all or any portion of the Property shall be taken (except temporarily) by any condemnation or eminent domain proceedings, at Landlord's election this Lease shall terminate on the effective date of the taking. Landlord shall be entitled to all awards for such taking, except that Tenant shall be entitled to make a separate claim against the condemning authority for moving expenses and for damage to fixtures installed in the Premises by and at the expense of Tenant; provided that any award made to Tenant shall be in addition to, and shall not reduce, any award which Landlord may claim in connection with such taking, and further provided that in no event shall Tenant have any claim for the value of the unexpired Term. The same provisions apply if Landlord sells the Property to a public entity under threat of a taking. Upon any such termination, Landlord and Tenant shall each be released from all further liability as improved as set forth on Exhibit "A" hereto.

30. SURRENDER OF PREMISES; HOLDING OVER. Landlord agrees to accept the Premises at the end of the Term as improved as shown on Exhibit "A" attached hereto. Subject to the foregoing, Tenant agrees to surrender the Premises including all fixtures permanently attached thereto, to Landlord at the end of the Term in as good condition as they were at the commencement of Tenant's occupancy, ordinary wear and tear excepted, provided, however, that upon Landlord's request, Tenant shall remove all fixtures and equipment affixed to the Premises by Tenant and restore the Premises to such condition prior to the earlier of the end of the Term or the date Tenant is required to vacate the Premises. Tenant will pay to Landlord upon request all damages that Landlord may suffer on account of Tenant's failure to surrender possession as and when aforesaid and Tenant will indemnify Landlord against all liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees through all appellate actions and proceedings, including enforcement and collection proceedings) arising out of Tenant's delay in so delivering possession, including but not limited to claims of any succeeding tenant. Without limiting Landlord's rights and remedies, if, Tenant holds over in possession of the Premises beyond the end of the Term, during the holdover period Monthly Rent shall be double the amount of the adjusted Monthly Rent payable for the last month of the Term.

31. CONSTRUCTION LIENS. The interest of Landlord in and to the Property, the Building, the Premises, and/or any part of either, and the income therefrom, shall not be subject to liens for improvements made, or caused to be made, by Tenant. Tenant will not permit any construction liens, mechanic's liens or other liens to be placed upon the Premises, the Building or the Property, and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Premises or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any construction, mechanic's or other liens against the Premises, the Building, or the Property. If any such lien is recorded

against or attached to the Premises, the Building, or the Property, Tenant shall bond against or discharge same within 10 days after Tenant's receipt of actual notice that the same has been so recorded or attached.

32. TRANSFER BY LANDLORD. If Landlord's interest in the Building shall terminate by operation of law, bona fide sale, or execution or foreclosure sale, Landlord shall thereupon be released from all further liability to Tenant under this Lease and Landlord's successor shall thereupon become liable to Tenant for all further obligations of Landlord under this Lease. Landlord shall have the free and unrestricted right to sell, transfer or assign the Property, or any part thereof.

33. ATTORNMENMENT AND MORTGAGEE'S REQUESTS. If any mortgagee of the Building comes into possession or ownership of the Premises or acquires Landlord's interest by foreclosure of the mortgage or otherwise, upon the mortgagee's request Tenant will attorn to the mortgagee.

34. PARKING. Tenant shall have the exclusive right to use the parking area located on the Property for the parking of vehicles by Tenant's employees and invitees. Notwithstanding the foregoing, Tenant grants Landlord's staff the limited right to use any non police reserved available parking spaces on Sundays, solely while the Church by the Sea at the CBS Property is open to the public, and from 5:00 p.m. until 11:59 p.m. on December 24th, if it does not fall on a Sunday. Church by the Sea's staff shall display an identification placard on the dashboard of any vehicle parked at the Property pursuant to this provision. Notwithstanding anything herein to the contrary, Landlord's use of the parking is at its sole risk, and any losses incurred by Landlord or its invitees shall not be indemnified by Tenant and shall be the sole responsibility of Landlord.

35. MISCELLANEOUS.

A. If any term or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida. Landlord and Tenant agree to submit to the personal jurisdiction of and that the venue for any proceeding under or relating to this Lease shall be in any court serving the county where the Property is located.

B. If there is any legal action or proceeding between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either Landlord or Tenant hereunder, the unsuccessful party to such action or proceeding will pay to the prevailing party all costs and expenses, including reasonable attorneys' fees at all tribunal levels, incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and reasonable attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment.

C. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. Tenant represents and warrants to Landlord that it is authorized to enter into this Lease and perform its obligations hereunder. This Lease contains the entire agreement between the parties relating to the subject matter hereof and all agreements and understandings are merged herein. This Lease may not be modified except in writing, executed by both Landlord and Tenant.

D. Tenant shall pay before delinquency all taxes assessed during the Term against any occupancy interest in the Premises or personal property of any kind owned by or placed in, upon or about the Premises by Tenant.

E. Each party represents and warrants that it has not dealt with any agent or broker in connection with this transaction. If either party's representation and warranty as aforesaid proves to be untrue, such party shall indemnify the other party against all resulting liabilities, costs expenses, claims, demands and causes of action, including reasonable attorneys' fees through all appellate actions and proceedings. The foregoing shall survive the end of the Term.

F. A memorandum of lease in proper form for recording purposes shall be executed upon request by either party. This Lease shall not be recorded.

G. All Exhibits hereto shall form a part of this Lease.

H. Time is of the essence to each and every obligation of Landlord and Tenant hereunder.

I. Landlord is not, nor does Landlord hereby, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, a joint venturer, or a member of a joint enterprise with Tenant by virtue of this Lease.

J. Anything contained in this Lease to the contrary notwithstanding, the expiration or earlier termination of the Term of the Lease, whether by lapse of time or otherwise, shall not relieve Tenant from Tenant's obligations (or Landlord from Landlord's obligations, as applicable) accruing prior to the expiration or termination of the Term, all of which shall survive the same, whether or not same is expressly stated in the particular paragraph of this Lease, including, without limitation, Tenant's (or Landlord's, as applicable) obligations with respect to: (a) the payment of Rent; (b) any provisions of this Lease with respect to indemnities of Landlord made by Tenant (or Tenant made by Landlord, as applicable); and (c) the removal of all property of Tenant required to be removed hereunder and the repair of all damage to the Premises caused by such removal at the expiration or termination of this Lease to the extent required hereunder.

36. STATUTORY NOTICE REQUIREMENT. Tenant hereby acknowledges receipt of the following notice as required by Chapter 88-285, Laws of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. LIMITATION ON LANDLORD'S LIABILITY. Notwithstanding any contrary provision of this Lease, Tenant shall look solely to the interest of Landlord or its successor (as landlord hereunder) in the Building for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease by Landlord or such successor, and no other assets of Landlord or such successor (or of any beneficial owners, partners, corporations and/or others comprising, affiliated or in any way related to Landlord or such successor) shall be subject to levy execution or other enforcement procedure for the satisfaction of Tenant's judgment in any of such events.

38. WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS LEASE OR THE PROPERTY. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS LEASE AND SHALL SURVIVE THE TERMINATION OF THIS LEASE.

39. COUNTERPARTS; ELECTRONIC EXECUTION. This Lease may be executed in any number of counterparts, which when taken together shall constitute one complete document. This Lease may be executed, scanned (in .PDF or similar reprographic format), and/or executed (and, as appropriate, witnessed and/or notarized) electronically using electronic signature software (e.g. DocuSign or similar software), or by similar methods (each a method of "Electronic Execution") and transmitted electronically. Such electronically transmitted signatures shall be deemed original signatures for purposes of this Lease and all matters related thereto, with such Electronic Execution having the same legal and binding effect as original signatures. The parties agree that this Lease may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Tenant hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Landlord. The parties (a) consent to the Electronic Execution of this Lease and the use of electronic signatures, (b) intend to be bound by the signatures delivered by Electronic Execution; (c) are aware that the other party will rely on such Electronic Execution and electronic signatures; and (d) waive any defenses to the enforcement of the terms of this Lease based on Electronic Execution or electronic signatures.

40. PUBLIC RECORDS. Landlord shall comply with public records laws, and Landlord shall:

- A. Keep and maintain public records required by Tenant to perform the service.
- B. Upon request from Tenant's custodian of public records, provide the Tenant with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, 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 Agreement if the Landlord does not transfer the records to the Tenant.
- D. Upon completion of the Agreement, transfer, at no cost, to the Tenant all public records in possession of the Landlord or keep and maintain public records required by the Tenant to perform the service. If the Landlord transfers all public records to the Tenant upon completion of the Agreement, the Landlord shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Landlord keeps and maintains public records upon completion of the Agreement, the Landlord shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Tenant, upon request from the Tenant's custodian of public records, in a format that is compatible with the information technology systems of the Tenant.

E. THE LANDLORD SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 (2024) TO THE EXTENT APPLICABLE TO THE LANDLORD. IF THE LANDLORD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LANDLORD’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 866-6241, E-MAIL ADDRESS: EHERBELLO@BAYHARBORISLANDS-FL.GOV AND MAILING ADDRESS: TOWN CLERK, 1030 95TH STREET TRAILER 2, BAY HARBOR ISLANDS, FL 33154.

41. APPROPRIATION. Tenant agrees to budget in each of its fiscal years during the Term from “Legally Available Non-Ad Valorem Revenues” (as defined below) the Rent due under this Lease in such fiscal year. “Legally Available Non-Ad Valorem Revenues” means all revenues of the Town of Bay Harbor Islands (the “Town”) derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of Rent under this Lease, but only after provision has been made by the Town for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town, or which are legally mandated by applicable law. In the event that Legally Available Non-Ad Valorem Revenues are insufficient to pay the Rent due under this Lease and Tenant fails to pay the Rent due under this Lease, it shall be a default by Tenant and Landlord shall have the remedies set forth in Paragraph 17 of this Lease.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

The parties have executed this Lease as of the day and year first above written.

LANDLORD:

1045 95TH STREET LLC, a Florida limited liability
company

By: _____
Name: _____
Title: _____

TENANT:

THE TOWN OF BAY HARBOR ISLANDS

By: _____
Lindsley Noel, Town Manager

ATTEST:

By: _____
Evelyn Herbello, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Greenspoon Marder LLP
Town Attorney
Morris G. (Skip) Miller, Esq.

EXHIBIT "A"

PREMISES PLAN

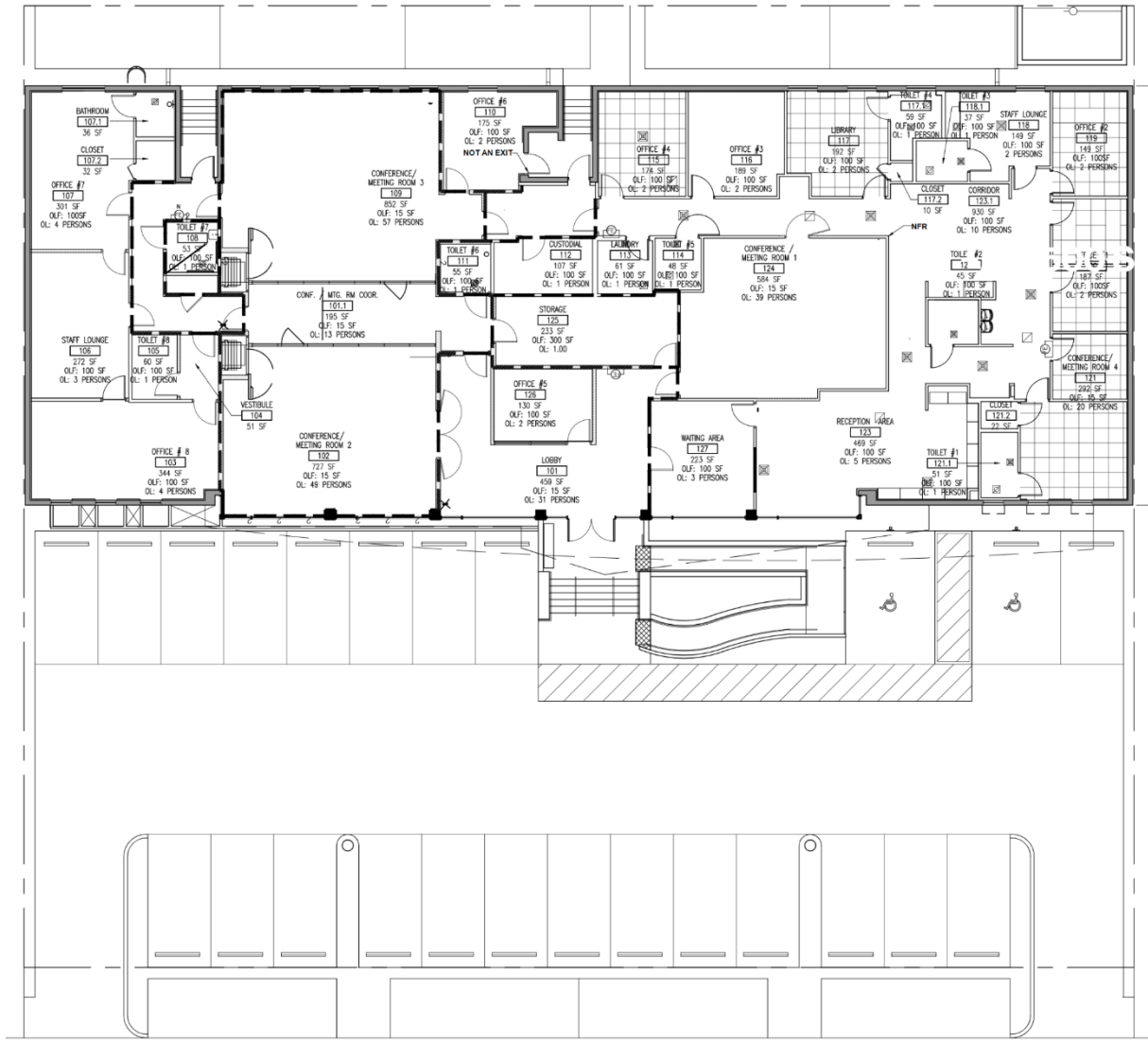


EXHIBIT "B"

TENANT WORK LETTER

I. TENANT IMPROVEMENTS. Tenant will, in accordance with the Final Plans and Specifications (as hereinafter defined), at its sole cost and expense, construct, improve and equip the Premises and do all such other work as shall be necessary to construct and equip the Premises as a first-class facility for the Permitted Use ("Tenant Improvements"). As part of the Tenant Improvements, Tenant shall have the right to install a generator on the Premises at its sole cost and expense and to remove such generator at the end of the Term and repair any damage caused by such removal (including putting the electrical wiring back in working order after generator removal). It shall be Tenant's responsibility to confirm that the plans and specifications comply with all Legal Requirements including, without limitation, the ADA, and Landlord makes no representation or warranty and is not responsible for any failure of the plans and specifications to comply with any Legal Requirements.

II. WORK DRAWINGS (PLANS) AND SPECIFICATIONS OF TENANT IMPROVEMENTS. Tenant shall proceed diligently to prepare, at Tenant's sole cost and expense, and present to Landlord no later than 30 days from the date hereof, plans and specifications (prepared by a licensed architect or engineer) for all work to be done to finish all of the Premises in accordance with Tenant's requirements as provided in this Exhibit "B". Such plans shall represent complete information and dimensions necessary for the construction and finishing of the Premises and related improvements required to be performed by Tenant, including showing all mechanical, electrical and structural plans required therefor, and such plans shall be sealed and signed by Tenant's architect or engineer. Said plans and specifications shall be subject to Landlord's written approval, which approval shall not be unreasonably withheld. Tenant shall comply in all respects with the requirements of this Exhibit "B" with respect to Landlord's approval of Tenant's plans. In addition, said plans and specifications must be compatible with Landlord's outlined floor plan of the Premises. With respect to Tenant's plans and specifications, Landlord shall, within 10 days of receipt of such plans and specifications, either (a) evidence its approval by endorsement to that effect by signature or initial on one set of said plans and specifications and return such signed or initialed set to Tenant (whereupon such approved preliminary plans and specifications shall then constitute "Final Plans and Specifications" or "Approved Plans"); or (b) refuse such approval, if Landlord shall determine that the same: (i) do not conform to the reasonable standards of design, color, motif, quality of material and decor established or adopted by Landlord in the Building and/or the Property; (ii) will subject Landlord to any additional cost, expense or liability or the Premises to any violation, fine, penalty or forfeiture; and/or (iii) would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the soundness of the Premises, Building and/or the Property. Landlord's failure to respond to Tenant's submission of plans and specifications (whether initially or as revised or corrected) in writing within ten (10) days shall be deemed approval by Landlord. If Landlord refuses approval, Landlord shall advise Tenant of those revisions or corrections which Landlord requires within 10 days of Landlord's receipt of Tenant's complete plans and specifications, and Tenant shall, within 10 days thereafter, submit proposed plans and specifications, as so revised or corrected, to Landlord for its approval in accordance with this Exhibit "B". Landlord shall reasonably cooperate with Tenant in connection with the issuance of the permits required by Tenant in order to construct the Tenant Improvements. Upon approval by Landlord of Tenant's Final Plans and Specifications, Tenant shall cause its contractor to construct all Tenant Improvements to be performed by Tenant for a good and workmanship manner, free and clear of all liens, claims and encumbrances. Tenant does hereby guarantee unto the Landlord that the Tenant shall, upon commencement of construction of the Tenant Improvements, diligently proceed to complete all of such improvements in a good and workmanlike manner, free and clear of all liens and encumbrances. No construction activity shall be undertaken by Tenant without obtaining Landlord's prior written consent and without obtaining all necessary permits and approvals

from all governmental agencies having jurisdiction. Any approval of or consent to any or all of Tenant's criteria, systems, plans, specifications or drawings shall neither constitute an assumption of responsibility by Landlord for any aspect of such criteria, systems, plans, specifications or drawings, including without limitation, their accuracy or efficiency, nor obligate Landlord in any manner with respect to Tenant Improvements, and Tenant shall be solely responsible for any deficiency in design or construction of all portions of Tenant Improvements. If Landlord refuses to approve Tenant's Final Plans and Specifications, or if Tenant is unable to obtain all permits necessary for Tenant to construct the Tenant Improvements, Tenant shall have the right to terminate the Lease.

III. COMPLETION. Tenant shall complete, or cause to be completed, all of the Tenant Improvements which are necessary to finish the Premises in accordance with the approved Final Plans and Specifications. Tenant shall not make any structural or other modifications to the Premises or the Building without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, and Tenant shall not change, the Final Plans and Specifications without obtaining Landlord's prior written consent. Tenant shall deliver to Landlord three (3) complete sets and one reproducible Mylar of as-built plans ("As-Builts") for all Tenant Improvements upon completion, and an affidavit executed by a duly authorized officer of Tenant and certified by Tenant's architect and general contractor(s) (collectively, "Certificates"), representing and warranting that the Tenant Improvements have been completed (1) substantially in accordance with any plans and specifications and working drawings previously approved by Landlord, and (2) in accordance with all applicable Legal Requirements. The parties hereby agree that the failure of Tenant to timely provide the plans and specifications or any other document required to be provided hereunder or any delay or failure, the failure by Tenant to timely respond to any matter required to be responded to by Tenant or any other delay or failure to act by Tenant pursuant to this Exhibit "B" shall not delay the Rent Commencement Date.

IV. LIENS. Tenant shall require that all professionals, contractors, subcontractors, suppliers, materialmen or laborers performing Tenant Improvements or supplying goods for such work supply to Landlord properly executed, unconditional release of liens (and, at Landlord's request, Affidavits) confirming that all labor and materials payments relative to Tenant Improvements are fully paid upon completion of Tenant Improvements. Tenant shall commence Tenant Improvements and diligently continually proceed to complete the Premises in accordance with the approved Final Plans and Specifications as set forth herein. Tenant shall also execute and deliver a Termination of Notice of Commencement to Landlord upon request.

V. PERMITS. Tenant shall obtain, at its expense, all necessary permits from the applicable legal authorities and shall pay all other fees required by applicable legal authorities or utility companies with respect to the Tenant's Improvements prior to its commencement of Tenant Improvements.

VI. CERTIFICATES OF OCCUPANCY. Tenant shall secure a certificate of occupancy from the jurisdictional authorities in sufficient time to allow Tenant to open the Premises in accordance with the provisions of the Lease

VII. TENANT'S CONTRACTORS, ETC. All of the Tenant Improvements shall be performed by parties holding appropriate licenses and/or certificates of competency where required by applicable law. Tenant shall submit the names of all contractors, subcontractors and other parties that will be performing such work and Landlord reserves the right to disapprove any such contractors, subcontractors or parties performing such work for reasonable cause and, upon such disapproval, the contractor, subcontractor or other party disapproved shall not be permitted to do any such work. Tenant and/or its contractor and or subcontractors agree to obtain and pay for all permits and comply with all building codes, ordinances, OSHA regulations, regulations and requirements of the Fire Insurance Rating Bureau. Landlord's approval of plans does not

release Tenant from this obligation, Tenant agrees to require its contractor and/or subcontractors to furnish Landlord evidence of general liability and property damage, and worker's compensation (as required by law) insurance coverage prior to Tenant's contractors performing any work in Tenant's Premises. General liability insurance to be in the amount of not less than One Million Dollars (\$1,000,000) for injury to one person, and not less than Two Million Dollars (\$2,000,000) for injuries to more than one person in one accident. Property damage insurance shall be in an amount of not less than 100% of the full contract price. Tenant agrees to indemnify and hold harmless Landlord from and against any claims, actions or damages resulting from actions or inactions of Tenant, its agents, employees, contractors or subcontractors in the performance of Tenant Improvements including but not limited to attorneys' fees, paralegals' fees and court costs through all trial and appellate levels. Tenant and/or its contractors and/or subcontractors are limited to performing their work, including any office or storage for construction purposes within the Premises only. Tenant and/or its contractors and/or subcontractors shall each be responsible for removal of all trash, rubbish and surplus materials resulting from construction and fixturing of the Premises. Tenant is cautioned against having trash accumulated in the Premises. Should trash accumulate in the Premises, Landlord, after notice to Tenant, may remove Tenant's, and Tenant's contractors', trash and Tenant shall pay to Landlord, as Additional Rent payable on demand, an amount equal to 1.15 times Landlord's cost incurred with respect thereto. Tenant and/or its contractors and/or subcontractors are responsible for all utilities for their work, including payment of utility charges. Tenant and/or its contractor must present to Landlord at the project one complete set of working drawings and specifications approved by Landlord and applicable governing authorities, including copies of building permits, before permission will be given to start construction in the Premises. Upon completion of construction, Tenant and/or its agent or contractor will obtain final inspection of the Premises by building authorities to obtain a necessary certificate of occupancy. Tenant shall deliver a copy of such certificate of occupancy to Landlord.

VIII. ADDITIONAL CONSTRUCTION CRITERIA: Tenant shall comply with following additional construction criteria:

1. Tenant shall maintain the Premises in a clean and orderly condition during construction. Tenant shall promptly remove all unused equipment shipping containers, packaging, construction materials, debris and waste from the Property, and deposit it in receptacles provided by Tenant or otherwise remove the same from the Property. Tenant shall contain all construction materials, equipment, fixtures, merchandise, shipping containers and debris within the Premises. Public corridors, service corridors and the exterior of the Property shall be clear of Tenant's equipment and other property, refuse, and debris at all times.

2. Any time, and from time to time, during the performance of Tenant Improvements, Landlord, Landlord's management agent, Landlord's architect and/or Landlord's general contractor may enter upon the Premises and inspect the work being performed by Tenant and take such steps as they may deem necessary or desirable to assure the proper performance by Tenant of Tenant Improvements and/or for the protection of the Property and/or any premises adjacent to the Premises. In addition, Tenant Improvements shall be performed in a thoroughly first-class and workmanlike manner, shall incorporate only new materials which are free from asbestos and/or other hazardous materials and shall be in good and usable condition at the date of completion.

3. Landlord may supply to Tenant, or directly to Tenant's contractor, a copy of the rules, regulations and requirements of the Property pertaining to the Tenant Improvements. Tenant agrees to make its best efforts to secure its contractor's acknowledgment of receipt of such rules, regulations and requirements and to ensure the contractor's compliance therewith.

4. Any fixed improvements (i.e. built-in millwork, appliances, etc.) shall remain in the Building and automatically become the Property of Landlord at the end of the Term.

IX. TENANT ACCEPTS PREMISES AS IS. Tenant agrees that Landlord is not required to perform any work on the Premises and Tenant accepts the Premises "AS IS".

EXHIBIT "C"

RULES AND REGULATIONS

The following Rules and Regulations are accepted by Tenant. The term Tenant includes Tenant's officers, directors, agents, servants, employees, patrons, licensees, customers, visitors, or invitees. In the event of a conflict between this Exhibit and the Lease, the Lease shall prevail. Without limiting the foregoing, the following Rules and Regulations shall not limit or restrict any actions or activities permitted by the terms of the Lease and/or otherwise approved by Landlord thereunder.

NO

1. Tenant, at Tenant's sole liability and risk, shall move furniture, equipment, merchandise or materials within, into or out of the Premises or Property subject to Landlord's previous written approval concerning time, method and routing of such movement.

2. Landlord will not be responsible for lost or stolen property, equipment, money or any article taken from Premises or the Property regardless of how or when loss occurs, except in the case of negligence, willful misconduct or illegal acts by Landlord.

3. Tenant shall be permitted to place additional locks on any door or change existing locks in the Building as Tenant deems necessary in furtherance of its governmental functions without the prior written consent of Landlord. All keys shall be returned to Landlord promptly upon termination of the Lease.

4. Tenant shall, before leaving Premises unattended, close and lock all doors.

5. All plate and other glass now in Premises or the Property that is broken by Tenant, its employees, contractors or representatives (but expressly excluding damage not attributable to Tenant), shall be promptly replaced by and at expense of Tenant under the direction of Landlord.

6. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities or any part or appurtenance of Premises upon obtaining knowledge thereof.

7. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

8. All contractors and/or technicians performing construction work for Tenant within the Premises or the Property shall be referred to Landlord for approval before performing such work. This shall apply to all construction work, including construction work affecting floors, walls, windows, doors, ceiling, equipment or any other physical attached feature of the Property or the Premises, but expressly excluding the installation of telephones, computers and similar equipment, electrical devices and attachments. None of this work shall be done by Tenant without Landlord's prior written approval, which approval shall not be unreasonably denied, delayed or made subject to conditions..

9. If the Premises become infested with vermin, Tenant, at its sole cost and expense, shall cause its Premises to be exterminated from time to time, to the reasonable satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord, which approval shall not be unreasonably denied, delayed or made subject to conditions..

10. Tenant shall be permitted to install such antennas, aerial wires, radio or television equipment, and any other type of equipment, inside or outside of the building without the prior written consent of Landlord, as Tenant deems necessary in furtherance of its governmental functions.

11. Tenant shall not conduct its business in such manner as to create any nuisance or commit waste or suffer or permit waste to be committed in the Premises or Property.

12. No smoking shall be permitted anywhere in the Building.



**TOWN OF BAY HARBOR ISLANDS
POLICE DEPARTMENT
MEMORANDUM**

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Morris (Skip) Miller, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Sam Zamacona E.I., Capital Improvement Program Director
DATE:	October 17, 2025
SUBJECT:	Authorization to Expend Funds for Office Space Build-Out at 1045 95 th Street.

RECOMMENDATION

Town Council to authorize the Town Manager to proceed with the build-out project for the office space at 1045 95th Street, with expenditures not to exceed \$200,000.

BACKGROUND

The Town has identified the need to complete the build-out and make necessary improvements to the municipal office space located at 1045 95th Street. This space is intended to support municipal operations and provide a functional and efficient working environment for staff and residents.

Proposal:

Town Manager is requesting Council for authorization to expend an amount not to exceed \$200,000 for the construction, furnishing, and related costs associated with making the space operational and suitable for municipal use. This includes, but is not limited to:

- Interior construction and layout modifications (\$66,800)
- Electrical and I.T. data infrastructure and equipment (\$42,100)
- Generator relocation and connection (\$25,725)
- Office furnishings and equipment (\$10,000 est.)
- Plans, permitting and associated fees (\$40,000 est.)
- Any additional expenses necessary for occupancy and operational readiness

The proposed Town Hall floor plan at 1045 95th Street is attached for approval and adoption through this Resolution. Cost estimates do not include the relocation of the existing Town Council dais or the control room.

FINANCIAL ANALYSIS

Funding for this project will be allocated from existing budgeted resources identified for facility improvements, BHI-001 Town Hall.

BUDGET IMPACT:

GL Account: 301.5190.400062.000
FY26 Budget: \$ 1,678,764

DATE: 09/30/2025
CUSTOMER: Bay Habor Islands Police
JOB ADDRESS: 1045 95th Street, Bay Harbor
PROPOSAL No: 3685
PROPOSAL VALID UNTIL 10/30/2025

**Bay Harbor Island Automatic
Transfer Switch & Camlock
Project**



PREPARED BY

Pablo Pascual

360 Energy Solutions LLC

This Quotation and Specification is submitted in confidence for evaluation by Bay Harbor Islands Police Department and its contents are proprietary to 360 Energy Solutions LLC. In taking receipt of this document, The Bay Harbor Islands Police Department agrees not to reveal its contents except to those in its own organization who must evaluate it. Copies of this document may not be made without the prior written consent of 360 Energy Solutions LLC. Thank you for allowing 360 Energy Solutions LLC the opportunity to participate in this project. If you have any questions, please do not hesitate to contact us.

Sincerely,
Pablo Pascual
Email: Pablo.pascual@360energysolutions.net
Cell: 786-968-9855
Web: www.360energysolutions.net

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1. GENERAL WORK DETAILS

This project involves the removal and relocation, provision, transportation, and commissioning of a Power Temp System Quick Connect Docking station and a Thompson 400 Amp Single Phase 240V Automatic Transfer Switch. 360 Energy LLC shall furnish all labor and materials associated with project commissioning, tools labor, and supervision necessary to perform the work described in this proposal in accordance with the job scope.

2. LOCATION OF PROJECT

1045 95th Street, Bay Harbor Islands, Florida 33154

3. WORK SCOPE

Removal of the existing ATS, Cam Lock Box & disconnect from the 1030 95th Street Bay Harbor location to the new job site location.

3.1 INSTALLATION

- a. Mobilization
- b. Permit procuring and submittal
- c. Disconnection of ATS, Cam Lock Box & disconnect switch
- d. Terminate original connections
- e. Cut asphalt, dig and trench new conduit and cables underground
- f. Install customer supplied (Existing ATS & Cam Lock Box)
- g. Portable generator relocation and set up and connection to the Cam Lock Box
- h. Once ATS is installed and connected. Perform testing and inspection
- i. ATS Commissioning
- j. Final inspection

4. SCHEDULE

The estimated project completion date is 2 weeks. Utilizing existing equipment – No Equipment Lead Time

5. INCLUSIONS

5.1 LABOR-MATERIALS

360 Energy LLC and/or its subcontractors shall furnish all labor associated with SOW described in Section 3 herein.

- a. Provision, transportation, and offloading of ATS, Cam Lock Box & Disconnect switch to in its final location.
- b. Consumables for the SOW.
- c. Commissioning and connections
- d. All equipment provided by customer from existing job site

6. EXCLUSIONS – CUSTOMER RESPONSIBILITIES

- a. All labor associated with this project and not included in section 3 of this proposal. Clarification: Rates and labor quoted are assuming work to be performed during regular business hours.
- b. Plumbing connections and/or modifications.
- c. Structural modifications to the site.
- d. Survey and/or flood elevation certification.
- e. Final asphaltting after underground conduit installation.
- f. Actual Permit fee and expediting with the responsible AHJ fees.
- g. This proposal does not include any corrective actions to comply with possible existing violations or works performed without a permit.
- h. Consulting services beyond the scope of this proposal or any changes imposed by the AHJ during the engineering design and permit running process.
- i. Scope changes exceeding the estimated time for the associated activity will be re-evaluated and quoted based on 360 Energy labor rates (See Appendix A).
- j. The proposal does not include concrete pad construction.
- k. Maintain existing equipment in a condition that allows 360 Energy Solutions, LLC, and its subcontractors to carry out the scope of work described herein.
- l. If necessary, the client shall issue switching orders, schedule outages, and de-energize the electrical apparatus involved with this project, strictly following LOTO (Lockout-Tagout) safety procedures.
- m. All the labor is planned, assuming plenty of access and space to develop the scope of work.
- n. Initial fuel delivery for portable generator not included

7. COST DETAILS

ATS RELOCATION PROJECT - SCHEDULE OF VALUES

ITEM	COST
EQUIPMENT Customers provide equipment: (Cost not included in proposal)	\$25,725.00
LABOR + MATERIALS Removal of the existing Automatic Transfer Switch (ATS), Camlock Docking Station, and Disconnect Switch, and transport all equipment and materials to the designated project site. Perform all trenching, asphalt excavation, conduit and cable installation, connection and transport of the portable generator, equipment connections, permitting submittal, and inspections.	
Total	\$25,725.00

*Sale Price does not include taxes.

TERMS AND CONDITIONS

INVOICING MILESTONES

Milestone	Payment
Notice to Proceed and Signed Proposal	50%
Equipment connection and installation	40%
Final inspection	10%
Total	100%

TERMS OF PAYMENT

Payment is due 30 days from receipt of the invoice. Past due payments will be subject to a late payment penalty at the rate of 1.5% per month. Disputed portions of an invoice shall not be the cause of nonpayment or delay in payment of any undisputed portions of an invoice. If 360 Energy, LLC, accrues legal expenses from pursuing payment, the customer will be responsible for all legal fees.

The price and terms quoted in this proposal are effective for thirty (30) days with the work beginning within forty-five (45) days from the date of this proposal. After these listed time periods, the proposal is subject to change.

The project will be scheduled upon written receipt of a purchase order or contract. Any changes or additional work will require a change order signed by an authorized person prior to additional work. If a purchase order is issued and then canceled, additional charges may apply including travel and time cost costs that have already been incurred.

WARRANTY

360 Energy, LLC warrants the services provided to be of the kind and quality described in this quotation, and free of labor defects and meeting Customer's operational specifications at the time of installation: (i) for a period of one (1) year. Customer also assumes all risk of loss or damage to any goods, property or persons, arising directly or indirectly from Buyer's operation of serviced goods beyond their operating specifications.

EXCEPT THE ABOVE WARRANTIES, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESSOR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

INDEMNIFICATION

Customer agrees to indemnify, defend and save 360 Energy Solutions, LLC harmless from any loss, damage or liability, of any nature whatsoever, which arises directly or indirectly to 360 Energy Solutions, LLC, its officers, directors, agents or subcontractors, as a result of Customer's failure to comply, negligently or willfully, with any of the terms or provisions of this quotation.

FORCE MAJEURE

360 Energy, LLC shall not be liable to Customer or any third party, for failure to perform due to any cause beyond its reasonable control. 360 Energy, LLC's performance shall be extended by the amount of time, and the contract price shall be increased in an amount reasonably necessary to overcome the delay and extra expense of such cause beyond 360 Energy, LLC's reasonable control.

Governing Law: This agreement shall be construed according to and governed by the laws of the State of Florida.

PROPOSAL APPROVAL SIGNATURES

Bay Harbor Islands Police Department

Authorized Signature

Print Name, Title

Date

360 ENERGY SOLUTIONS LLC

Authorized Signature

Print Name, Title

Date

INVOICE CONTACT INFORMATION

(Contact Name, Last Name)

(Address, City, State, Zip)

Telephone Number: _____

Fax Number: _____

E-Mail: _____



LIVE I TECH INC.
6241 SW 185th way
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

9/29/2025

Access Control Installation for Town of Bay Harbor Islands:

SCOPE OF WORK: LIVE I TECH will remove existing equipment from trailers and install (12) doors of access control utilizing existing equipment in specified areas terminated, tested, labeled, and certified. LIVE I TECH will program the new access control system in accordance with new doors for ease of programming by IT. LIVE I TECH will service all installed equipment on a time and materials basis unless covered under the existing service and maintenance agreement. All work is guaranteed for 1-year.

Project Site:

Equipment to be Installed:

- (12) Proximity Readers provided by client
- (12) 12V DC electric strikes provided by client
- (3) Linear emerge Access 4-door Panels provided by client
- (3) 12V DC Power Supply provided by client
- (1) Video Intercom with station provided by client
- (1) Lot of Necessary miscellaneous materials for turnkey installation
- (1) Lot of necessary cabling for turnkey installation
- (2) Lot of necessary labor for turnkey installation

Total Cost of Equipment + Installation: \$7,750.⁰⁰

Terms of Acceptance:

- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X_____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



LIVE I TECH INC.
6241 SW 185th way
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

9/29/2025

Structured Cabling Installation for Town of Bay Harbor Islands:

SCOPE OF WORK: LIVE I TECH will install (100) CAT6 Drops to specified areas terminated, tested, labeled, and certified. All cables will terminate in the IDF/MDF closets. All cabling is guaranteed for 1-year under LIVE I TECH. LIVE I TECH will also mount (8) TVs provided by client along with their brackets. LIVE I TECH will also amount and install (10-12) access points provided by client for WIFI. LIVE I TECH will also remove the (2) existing server racks at trailers and relocate them to new area and patch all cabling to server racks with proper labels and color coding. LIVE I TECH will also provide and install (1) cable management floor ramp to pass LV and Electrical to conference table. LIVE i TECH will service all installed equipment on a time and materials basis unless covered under the existing service and maintenance agreement.

Project Site:

Equipment to be Installed:

- (100) CAT6 Riser Rated Drops with Keystone Color Coded
- (1) Lot of Network Faceplates and LV mud rings for turnkey installation
- (200) CAT6 Keystone Jacks – Color Coded at plate and rack
- (8) TVs provided by client with Mounting Brackets
- (10-12) Access Points provided by client
- (1) Lot Profile Cable Management Floor Raceway Ramp for conference table
- (1) Lot of Necessary miscellaneous materials for turnkey installation
- (1) Lot of necessary cabling for turnkey installation
- (2) Lot of necessary labor for turnkey installation

Total Cost of Equipment + Installation: \$26,550.⁰⁰

Terms of Acceptance:

- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X _____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



LIVE I TECH INC.
6241 SW 185th way
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

9/29/2025

CCTV Installation for Town of Bay Harbor Islands:

SCOPE OF WORK: LIVE I TECH will remove existing equipment from trailers and install (16) cameras utilizing existing equipment in specified areas terminated, tested, labeled, and certified. LIVE I TECH will program the cameras to connect to existing server via PD network or private network. LIVE I TECH will service all installed equipment on a time and materials basis unless covered under the existing service and maintenance agreement. All work is guaranteed for 1-year.

Project Site:

Equipment to be Installed:

- (16) IP Cameras provided by client
- (1) 16-port POE switch rack mounted
- (1) Lot of Necessary miscellaneous materials for turnkey installation
- (1) Lot of necessary cabling for turnkey installation
- (2) Lot of necessary labor for turnkey installation

Total Cost of Equipment + Installation: \$6,350.⁰⁰

Terms of Acceptance:

- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X_____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



LIVE I TECH INC.
6241 SW 185th way
FORT LAUDERDALE, FL 33332
Ph: (954) 445-0712

9/29/2025

Panic Button Installation for Town of Bay Harbor Islands:

SCOPE OF WORK: LIVE I TECH will remove existing equipment from trailers and install (6) wireless panic buttons utilizing existing equipment in specified areas terminated, tested, labeled, and certified. LIVE I TECH will program the buttons to connect to existing receiver and trip the correct corresponding strobe and siren. LIVE I TECH will service all installed equipment on a time and materials basis unless covered under the existing service and maintenance agreement. All work is guaranteed for 1-year.

Project Site:

Equipment to be Installed:

- (6) Wireless Panic Buttons (Desk Mounted) provided by client
- (1) 4-Ch Wireless Receiver provided by client
- (4) 12V DC Strobe and Siren provided by client
- (1) 12V DC Power Supply provided by client
- (1) Lot of Necessary miscellaneous materials for turnkey installation
- (1) Lot of necessary cabling for turnkey installation
- (2) Lot of necessary labor for turnkey installation

Total Cost of Equipment + Installation: \$1,450.⁰⁰

Terms of Acceptance:

- 50% deposit of total install is due upon agreement signature; Balance is due upon completion
- All permit fees will be passed through to the customer for payment and are not included in the above agreed upon price.
- Any additional materials or labor outside of proposed spec will be billed on a time and materials basis
- No additional materials or work is to be performed without written consent from client
- This proposal is valid for 30 days
- Remaining balance is due upon completion; late payment is subject to late payment penalty fees
- All prices and product availability are subject to change
- Checks payable to "LIVEi TECH"
- Service and Tech support on system included at no cost for first 30 days after installation is complete. Will be billed on a time and materials basis after initial 30-day period unless client enrolls in monthly service and maintenance agreement.
- Equipment and design are subject to change with client's consent.

Client Signature X _____ Date: ____/____/____

Print Name: _____ Title: _____

Live i Tech Representative: _____

Date: _____



Preliminary Cost Estimates Town Hall Relocation

Interior construction and layout modification	66,800
Panic Buttons	1,450
CCTV	6,350
Access Control Installation	7,750
Server and Cat6 Cabling Installation	26,550
Generator relocation/connection	25,725
Office furnishings and equipment (Estimate)	10,000
Plans, permitting (Estimate)	40,000
Exterior Improvements (Public Works)	
Additional expenses for operational readiness	
Subtotal	184,625

* Cost estimates do not include the relocation of the existing Town Council dais or the control room



MAJOVI BUILDERS, CORP.

STATE GENERAL CONTRACTORS · DRYWALL CONTRACTORS

CGC - 024652

1921 N.W. 108th Avenue · Miami, Florida · 33172 · Phone: (305) 599-0882 · Fax: (305) 599-0230

majovicorp@bellsouth.net

September 19, 2025

To: Town of Bay Harbor Islands

Job: Interior remodeling work as specified below at:
1045 95 Street, Bay Harbor Island, Florida 33154

REVISED SCOPE OF WORK:

1. PVC Vinyl Plank type flooring (gray ash) will be installed at lobby 101, conference room 1, office 7 and office 8. An allowance of \$2.00/sq. ft. is included in this proposal.
2. Remove existing glass window at office #5 and install a half plexiglass 24" high window with a Formica countertop split between base wall, at least 18" overhang.
3. Conference room #3 will be divided into four (4) offices with dry wall partitions up to existing ceiling grid. An allowance of \$4,000.00 is included for new electrical outlets, etc. that will be installed in new walls.
4. Interior paint work of the new four (4) offices in conference room #3.
5. Four (4) new 36" x 6'-8" high wood pre-hung doors will be installed at new four (4) offices in conference room #3.
6. One (1) new 1hr fire rated door with panic bar will be installed at the northeast side corridor.
7. Build-out of drywall partitions, a 10'-0" x 10'-0" evidence room at northeast side between staff lounge and main pillar.

We propose hereby to furnish materials and labor – complete in accordance with the above specification, for the sum of: **SIXTY SIX THOUSAND EIGHT HUNDRED DOLLARS WITH 00/100, (\$66,800.00).**

Payment to be made as follows: 20% of contract upon acceptance.
Balance as per progress payments.

All materials to be as specified and all work to be completed in a manner consistent with standard industry practice and local building codes. Any change to the above description of work or to the specified materials involving extra cost will be considered a change and will be executed upon written change order. The owner shall maintain property insurance for the project to its full insurable value. Contractor will provide Worker's Compensation insurance required by state law. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Signature: _____ Date: _____

Thank you for using MAJOVI BUILDERS CORP.

AGENDA ITEM REPORT

October 17, 2025

ITEM NUMBER: 3.

ITEM: Discussion and possible action regarding an agreement between SBC USA, LLC and the Town to utilize space on the south side of Causeway Island for the transfer of debris. Sponsored by Vice Mayor Stephanie Bruder.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Evelyn Herbello, Town Clerk

ATTACHMENTS

1.	Resolution BHI _ Short Term Lease(62045539.1) (Correct Version)(62159649.1)
2.	Short Term Lease Agreement

RESOLUTION NO. ____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR
THE APPROVAL OF THE SHORT TERM LEASE
AGREEMENT BETWEEN THE TOWN OF BAY HARBOR
ISLANDS AND 40 ICIR, LLC; PROVIDING FOR
INCORPORATION OF RECITALS; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, 40 ICIR, LLC (“Tenant”) is the owner of certain real property located at 40 Indian Creek Island Road, Indian Creek, Florida 33154, and desires to lease certain vacant land owned by the Town of Bay Harbor Islands (“Town”) for the purpose of storing construction material while Tenant’s nearby property is being developed; **and**

WHEREAS, the Town has agreed to allow Tenant to use such vacant land for such purpose in exchange for the payment of rent; and

WHEREAS, the Town desires to enter into an agreement with Tenant to lease to Tenant the premises described in said agreement for such purpose for a term of twenty four (24) months, with two options to renew, each for an additional twelve (12) months, for compensation to the Town from Tenant of \$30,000 per month; and

WHEREAS, the Town Council hereby finds the Short-Term Lease Agreement between the Town and Tenant, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS:**

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The Short-Term Lease Agreement between the Town and Tenant for the lease by the Tenant of the premises described in the Short-Term Lease Agreement, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. On the advice of the Town Attorney, the Town is authorized to enter into a memorandum of agreement with the Tenant, in recordable form, for the purpose of providing record notice that the Town and Tenant have entered into the Short-Term Lease Agreement pursuant to Section 695.01, Florida Statutes.

Section 4. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 5. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of September, 2025.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, INTERIM TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.**

SHORT-TERM LEASE AGREEMENT

THIS SHORT-TERM LEASE AGREEMENT (this "**Lease**") is made and entered into on _____, 2025 (the "**Effective Date**"), by and between the Town of Bay Harbor Islands, Florida ("**Landlord**"), and 40 ICIR, LLC, a Florida limited liability company ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Tenant is the owner of that certain property located at 40 Indian Creek Island Road, Indian Creek, FL 33154 ("Tenant's Property") and desires to lease certain vacant land owned by Landlord for the purposes of acting as a construction staging area and storing construction material while Tenant's Property is being developed;

WHEREAS, Landlord has agreed to allow Tenant to use certain vacant land owned by Landlord in exchange for payment of rent;

WHEREAS, Landlord desires to lease unto Tenant, and Tenant desires to lease from Landlord, that certain parcel of property consisting of approximately [REDACTED] square feet as depicted on **Exhibit "A"** attached hereto (the "**Premises**").

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, Landlord does hereby lease unto Tenant and Tenant does hereby lease from Landlord the Premises, under, pursuant, and subject to the following terms and conditions:

1. **Demise**. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises and all appurtenances related thereto, for the rents, covenants and conditions hereinafter provided.

2. **Term and Possession**. The term of this Lease (the "**Term**") shall commence on the Effective Date and expire on the date that is twenty-four (24) months after the Effective Date, subject to early termination or renewal pursuant to the terms of this Lease (the "**Expiration Date**"). Subject to the terms of this Lease, Tenant accepts the Premises in its "as is" condition on the Effective Date. The term "**Term**" shall mean the initial Term that commenced on the Effective Date and the properly exercised Renewal Term(s).

3. **Rent and Taxes; Security Deposit**.

(a) **Rent and Taxes**. Subject to the below provisions, Tenant shall pay as Rent ("**Rent**") the monthly amount of \$35,000.00 (plus applicable sales tax, if any) on the first business day of each calendar month during the Term. If the Effective Date is on a date that is not the first day of the calendar month, Tenant shall pay a prorated amount of Rent for the first calendar month of the Term within five (5) business days after the Effective Date. Landlord shall be responsible for the payment of all real and personal property taxes, assessments (whether they be general or special), sewer rents, rates and charges, transit taxes, and any other federal, state or local government charge, general, special, ordinary or extraordinary (but not including income taxes), which may now or hereafter be levied or assessed against the Premises, other than those caused by or resulting from Tenant's use of the Premises. For clarity, Tenant shall not be responsible for any payment or monetary obligations whatsoever under this Lease other than Tenant's obligations, specifically set forth in this Lease, subject to the above.

(b) Security Deposit. Tenant, concurrently with the execution of this Lease has deposited with Landlord the sum of \$ [REDACTED] ("Security Deposit"). This sum shall be retained by Landlord as security for the payment by Tenant of the Rent and other sums payable by Tenant under this Lease ("Additional Rent") and for the faithful performance by Tenant of all the other terms and conditions of this Lease. Landlord, at Landlord's option, may at any time apply the Security Deposit or any part thereof toward the payment of the Rent and/or Additional Rent and/or toward the performance of Tenant's obligations under this Lease. The Security Deposit is not liquidated damages. Landlord shall return the unused portion of the Security Deposit to Tenant within 30 days after the expiration of the Term if Tenant is not in breach of this Lease. If the Security Deposit is insufficient to cover Landlord's actual damages, Tenant shall pay on demand to Landlord an amount sufficient to fully compensate Landlord for Tenant's breach. Landlord may (but is not obligated to) exhaust any or all rights and remedies against Tenant before or after resorting to the Security Deposit. If Landlord makes any application of the Security Deposit, Tenant will replenish the amount so applied within ten (10) days after demand from Landlord. Failure to replenish the Security Deposit shall be deemed a default under the Lease. Landlord shall not be required to pay Tenant any interest on the Security Deposit nor hold same in a separate account.

4. Renewals. Provided that this Lease is in full force and effect, and Tenant is not in default hereunder, beyond applicable notice, grace, and cure periods, Tenant shall have the right and option to renew this Lease for two (2) additional periods of twelve (12) months each (each, a "**Renewal Term**"), next immediately ensuing after the expiration of the initial Term and any subsequent Renewal Term by notifying Landlord in writing not less than one (1) month before the expiration of the immediately preceding initial Term or subsequent Renewal Term, time being of the essence, of Tenant's intention to exercise its option to renew. In the event that Tenant elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect. The Rent for any Renewal Term shall be \$70,000 per month..

5. Use of Premises; Alterations. Tenant may exclusively use the Premises during the Term for construction storage and staging, including but not limited to the storage of construction materials and debris (the "**Permitted Use**"), in compliance with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county, and municipal governmental bodies or their subdivisions ("**Laws**"). More particularly, Tenant shall be permitted only to (i) transport debris from the demolition of the existing structure on Tenant's Property ("Demolition Debris") by barge to the Premises, (ii) remove Demolition Debris from the Premises by truck, (iii) transport materials to the Premises that are to be included in the new house being constructed on Tenant's Property, (iv) transport to the Premises the equipment necessary to construct said house, and (v) transfer the materials described in (iii) and (iv) above from the Premises to Tenant's Property by barge. The transport to the Premises of asbestos or the storage of asbestos on the Premises shall not be allowed. Demolition Debris shall be removed from the Premises at least once a day, Monday through Friday, holidays excluded. Except as permitted in this Lease, Tenant shall not make any alterations to the Premises without Landlord's prior written consent, at Landlord's sole discretion. Tenant shall provide Landlord with a written plan addressing Tenant's obligations hereunder, setting forth in detail its proposed use of the Premises, including the following:

(a) how Tenant proposes to protect the seawall protecting the Premises and the surrounding wetlands;

(b) a schedule of each piece of equipment that will be on the Premises, by name and size, including vehicles;

- (c) the location and material of any fencing;
- (d) the location and detail of anything to be built on the Premises (note: all buildings and other structures must be removed from the Premises at the end of the Term
- (e) a plan for the emergency evacuation of the Premises in the event of a bridge emergency or replacement work;
- (f) whether any Equipment (as defined herein) will be on the Premises only for the purposes of temporary storage or disposal, and if not, the use of such Equipment on the Premises;
- (g) if any Equipment is to be stored on the Premises, where it will be stored, and whether it will be left overnight;
- (h) an entry/exit plan, including (i) the direction vehicles (including barges) will travel after leaving the Premises and (ii) how the Tenant will provide traffic control when entering and exiting the Premises (note: the Town will not provide police officers or any other personnel for such purpose);
- (i) how the Tenant will address the aesthetics of the view of the Premises from nearby properties; and
- (j) how Tenant will provide security to the Premises.

Such written plan shall be subject to the approval of the Landlord in Landlord's sole discretion. Compliance with such written plan shall not be raised by Tenant as an affirmative defense in any legal dispute relating to this Lease.

Landlord makes no warranty or representation that the Premises are suitable for the purposes intended by Tenant, and use of the Premises is at Tenant's sole risk.. Tenant shall be responsible for obtaining all permits required by the Landlord and all other governmental authorities for its use of the Premises, and paying all fees required in connection therewith. If Tenant does not obtain Landlord's approval for the matters set forth above and/or cannot obtain required licenses for use and occupancy of the Premises, then, and in that event, Tenant may terminate this Lease.

6. Condemnation. In the event the Premises or any portion of the Premises shall be taken by any lawful authority through condemnation or under the power of eminent domain during the Term, then Tenant may elect to terminate this Lease by giving written notice to Landlord within thirty (30) days of the date of such taking.

7. Right of Entry by Landlord. Subject to Landlord's obligations under this Lease, Landlord shall have the right to enter the Premises during all reasonable hours and upon at least twenty-four (24) hours' prior verbal notice (except in cases of emergency, in which event no prior notice shall be required) to perform its obligations under this Lease or examine the Premises.

8. Indemnity. Tenant agrees to indemnify Landlord and save Landlord harmless from any and all liability, claims and loss for personal injury or property damage, or both, sustained or claimed to have been sustained by any person or persons, or property in, upon or about the Premises caused or brought about by the negligence or willful misconduct of Tenant or its agents, servants or employees. Notwithstanding anything in this Lease to the contrary, Tenant is not required to defend, indemnify or hold harmless Landlord for liability, claims or loss to the extent

that Landlord suffers the same because of its own gross negligence or willful misconduct. Tenant shall be responsible for all expense, loss, and liability, and shall indemnify Landlord and hold Landlord harmless from and against any and all expense, loss, and liability suffered by Landlord by reason of the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any hazardous materials by Tenant, its affiliates, employees, agents, invitees or contractors.

9. Default. In the event that (i) Tenant defaults in the payment of Rent and such Rent remains due and unpaid for ten (10) days after the same is due; (ii) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within ten (10) days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such ten (10) day period and Tenant is diligently prosecuting such cure to completion); (iii) a petition in bankruptcy is filed by or against Tenant (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding); (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within sixty (60) days of its appointment, or (v) Tenant separately defaults on three (3) separate occasions in the performance of Tenant's obligations under this Lease following written notice from Landlord specifying such default, regardless of whether the default is cured within the cure periods provided for herein, then, Landlord may terminate this Lease without further notice to Tenant and upon such termination Tenant shall quit and surrender the Premises to Landlord. In the event that Landlord terminates the Lease pursuant to this Section 9, Tenant shall be liable for any Rent due or payable for the remainder of the Term, and Tenant shall continue to have such other obligations the same as if the Lease remains in effect, as described in this Lease. In the event of a default by Landlord, Tenant shall have the remedies available at law and in equity including the right to terminate this Lease or abate or withhold Rent, except for the Tenant's obligation to indemnify the Landlord pursuant to paragraph 8 hereof.

If any payment of Rent is unpaid for five (5) days after the same is due, Tenant shall pay Landlord a late payment fee of \$1,750, to compensate Landlord for administrative expenses and other costs of delinquent payments..

10. Insurance. Tenant shall maintain in full force and effect during the Term commercial general liability insurance, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for injuries, losses, claims, or damages to persons or property and contractual tort liability occurring in or on the Premises. Landlord shall be named as an additional insured under Tenant's commercial general liability insurance policy. Tenant shall provide a certificate(s) of insurance to Landlord providing satisfactory evidence that the Tenant has complied with all insurance requirements, including Landlord's status as an additional insured under Tenant's commercial general liability insurance policy. Tenant shall endeavor to provide thirty (30) days prior written notice to Landlord in the event of cancellation of such insurance.

11. Covenants. Throughout the Term, Tenant shall maintain the Premises in as good condition as it was on the Effective Date, and Tenant shall:

- a) Use commercially reasonable care and diligence to not damage the seawall adjacent to the Premises while engaging in its Permitted Use.
- b) Maintain the Premises in a neat and orderly fashion, and not allow the accumulation of debris.
- c) Provide at all times, at the sole cost and expense of Tenant, at least two

(2) security guards to protect the Premises, the Equipment and the barge or other vehicles being used to transport materials to and from the Premises, and to control traffic when vehicles are entering or exiting the Premises, without assistance from on duty Town of Bay Harbor Islands police officers or other Town employees.

- d) Limit the number of barge dockings to [REDACTED] per week, to [REDACTED] hours a day, with no docking being allowed between the hours of [REDACTED] and [REDACTED], and on Saturday and Sunday.
- e) Use "best practices" to protect the seawall and surrounding wetlands.
- f) Not allow the discharge of any prohibited solid, liquid or gaseous materials onto the Premises or the surrounding waters.

12. Brokers. Landlord and Tenant each represent and warrant to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. The party who breaches this warranty shall defend, hold harmless, and indemnify the other party from any loss, damage or expense, including, but not limited to, reasonable attorney's fees, arising from the breach.

13. Authority. Landlord represents that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease and bind Landlord. Tenant represents that Tenant and those signatories executing this Lease on behalf of Tenant have full power and authority to execute this Lease and bind Tenant.

14. Quiet Enjoyment. Tenant shall, upon payment of the Rent subject to applicable notice and cure periods, quietly have and enjoy exclusive possession of the Premises during the Term, free from interference from Landlord or anyone acting under or through Landlord, subject to the terms and conditions of this Lease.

15. Notices. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either (i) delivered, by hand, (ii) sent by overnight courier such as FedEx, or (iii) sent by electronic mail to the email addresses below, with such notice by electronic mail effective only if such electronic mail is acknowledged or confirmation of delivery is received.

If to Landlord: Town of Bay Harbor Islands, Florida
1030 95th Street
Bay Harbor Islands, FL 33154
Attn: Lindsley Noel, Town Manager
Phone: 305-866-6241
Email: lnoe1@bayharborislands-fl.gov

If to Tenant: 40 ICIR, LLC
c/o SBC-USA, LLC
Attn: Jeri Goodkin Dausey
1111 Kane Concourse, Suite 509
Bay Harbor Islands, Florida 33154
Phone: 305-957-0088
Email: Jeri@SBCFL.com

16. Surrender of Premises. At the expiration of the Term, whether by expiration of time or otherwise, Tenant shall surrender the Premises to Landlord in as good condition as it was on the Effective Date, subject to any improvements made to the Premises as approved by Landlord. At the expiration of the Term, Tenant shall remove from the Premises any and all of Tenant's materials, equipment, and personal property (collectively, the "**Equipment**") located on the Premises. Any Equipment which Tenant does not remove at or prior to the expiration of the Term shall be removed by Landlord at the expense of the Tenant or, alternatively, Landlord may seek appropriate legal action to compel Tenant to remove the Equipment.

In addition to the foregoing, Landlord shall have the right to engage an independent third party within thirty (30) days from the expiration of the Term (whether by expiration of time or otherwise) to inspect the Premises for the purpose of determining whether Tenant has caused any damage to the Premises, including but not limited to the seawall. Tenant shall reimburse Landlord for the cost of said inspection, as well as the cost of any remedial work recommended by said inspector. The Landlord shall also have the right at the commencement of the Term to engage an independent third party to inspect the Premises, including but not limited to the seawall, for the purpose of determining the current condition of the Premises. Tenant shall reimburse Landlord for the cost of said inspections, as well as the cost of any remedial work recommended by said inspector at the expiration of the Term.

17. Holding Over. If Tenant remains in possession of the Premises after the expiration of the Term without the consent of Landlord, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created a tenancy from month-to-month, terminable on thirty (30) days' prior notice by either party. The holdover Rent during such occupancy will be at 200% of the Rent in effect during the last month of the immediately preceding Term with all other terms of this Lease being unaffected.

18. Early Termination. If at any time during the Term Tenant no longer desires to lease the Premises, Tenant may terminate this Lease prior to the expiration of the Term by providing written notice to Landlord ("**Early Termination Notice**"). The Early Termination Notice shall state the effective date of termination ("**Early Termination Date**"), which must be at least sixty (60) days after the date the notice is delivered to Landlord. Tenant shall continue to pay Rent under this Lease through and including the Early Termination Date and shall surrender possession of the Premises to Landlord on the Early Termination Date in the condition required under this Lease. All other obligations of Tenant survive termination of the Lease under this section. Provided, that in the event Landlord terminates this Lease because of Tenant's default under Section 9 hereof, Tenant's obligation to continue to pay Rent shall be as provided in said Section 9.

Notwithstanding anything to the contrary herein, if at any time during the Term, as extended, the Landlord determines, in its sole discretion, that it needs the Premises for Town purposes, Landlord may terminate this Lease prior to the expiration of the Term by providing Early Termination Notice to Tenant. The Early Termination Notice shall state the Early Termination Date, which must be at least sixty (60) days after the date the notice is delivered to Tenant. Tenant shall continue to pay Rent under this Lease through and including the Early Termination Date and shall surrender possession of the Premises to Landlord on the Early Termination Date in the condition required under this Lease. All other obligations of Tenant survive termination of the Lease under this section.

In the event (a) the Governor of the State of Florida, the Mayor of Miami-Dade County or the Mayor of the Town of Bay Harbor Islands, declares a state of emergency covering the Town of Bay Harbor Islands, or (b) the Landlord determines, in its sole discretion, that it requires use of

the Premises for emergency repairs to the causeway, the Landlord may terminate this Lease or temporarily suspend the Tenant's right to use the Premises, by providing such notice as is appropriate under the circumstances. In the case of (b) above, the Landlord may require the Tenant to remove all Equipment and other materials on the Premises. If the Lease is terminated by Landlord pursuant to this paragraph, the Landlord shall have the same rights hereunder as if Landlord had given an Early Termination to Tenant. All other obligations of Tenant survive termination of the Lease under this section.

19. Miscellaneous. All covenants, agreements, and provisions set forth herein shall bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by Law. The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease, without regard to Florida's conflict-of-law principles. Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this agreement shall have no legal consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is this Lease, as the complete and total integration of the intent and understanding of Landlord and Tenant. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto. This Lease may be executed electronically or otherwise in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

20. Opinion of Counsel. Prior to the commencement of this Lease, Tenant shall provide Landlord with an opinion of Akerman LLP, to the effect that the use of the Premises contemplated by Tenant herein does not violate any federal, state, county or municipal law, regulation or ordinance, and does not require authorization or approval by any governmental body other than the Landlord.

21. Incorporation of Recitals and Exhibit(s). This Lease is subject to the provisions of the recitals set forth above and the attached exhibit(s), which recitals and exhibits are hereby made a part of this Lease.

22. Assignment and Sublease. Tenant shall not assign this Lease, nor sublease the Premises or any portion thereof, without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

23. Liability. Except as otherwise expressly provided in this Lease or arising from the gross negligence or willful misconduct of Landlord or its agents, servants or employees, neither Landlord, nor any agent or employee of Landlord, shall be liable for (a) loss of or damage to any property of Tenant, or of any other person, entrusted to any of Landlord's agents or employees, (b) loss of or damage to any property of Tenant or of any other person by theft or otherwise, (c) any injury or damage to any person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, dust, water or snow, or leaks from pipes, street or subsurface or any other place or by dampness, or from any other cause whatsoever, (d) any such damage caused by construction of any private (other than Landlord's), public or quasi-public work, or (e) injury or damage caused by or resulting from actions by Tenant and/or its agents, including, but not limited to, traffic incidents.

24. Jurisdiction. The Parties hereby agree that any suit, action, or proceeding based on any other matter arising out of or in connection with this Agreement or the transactions contemplated hereby, shall be brought exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in Miami-Dade County, Florida. Each Party hereby irrevocably waives, and agrees to not assert in any suit, action or proceeding any claim that it is not personally subject to the jurisdiction of any such court or that any such court is an improper or inconvenient venue for such suit, action, or proceeding.

25. Waiver of Trial By Jury. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

26. Memorandum of Lease. A memorandum of lease in proper form for recording purposes shall be executed upon request by either party. This Lease shall not be recorded.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the dates set forth below effective as of the Effective Date.

LANDLORD:

TOWN OF BAY HARBOR ISLANDS, FL

TENANT:

40 ICIR, LLC, a Florida limited liability company

Attest:

_____, *Town Clerk*

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency:
GREENSPOON MARDER LLP

Town Attorney

Date:

EXHIBIT A

Depiction of Premises

(Legal Description to be Provided)





TOWN OF BAY HARBOR ISLANDS MEMORANDUM

TO:	Mayor and Town Council Members	
THRU:	Lindsley Noel M.Acc.	Town Manager
FROM:	Randy Stokes	Public Works Director
CC:	Skip Miller, Esq. Evelyn Herbello Gerald Bryan, Fausto Vargas-Reyes	Town Attorney Town Clerk Finance Director Procurement Officer
DATE:	October 13, 2025	
SUBJECT:	Request for Approval to Piggyback on the City of Plantation Contract for Micro Transit Program.	

RECOMMENDATION

Staff requests council approval to piggyback the City of Plantation contract with BeeFree, LLC d/b/a FreeBee for Micro Transit Program for the Town.

BACKGROUND

The Town seeks to enhance local mobility options by offering an on-demand micro-transit service that allows riders to request trips between any two locations within the service area boundary. The service is intended to connect residents, workers, and visitors to key destinations and transit hubs, thereby taking cars off the road and improving access and circulation.

To expedite implementation and leverage pre-negotiated, competitive pricing achieved through a formal, competitive solicitation, staff recommends piggybacking the City of Plantation contract. The City of Plantation competitively solicited and awarded the underlying agreement. The Town's Procurement Code authorizes cooperative purchasing ("piggybacking") when determined to be in the Town's best interest.

EXECUTE

Approve use of the City of Plantation's competitively awarded contract for the Electric Micro Transit Program, finding that cooperative use ("piggybacking") is in the Town's best interest.

Authorize the Town Manager to execute a piggyback agreement, purchase order(s), and any related documents with the awarded Contractor, in a total amount not to exceed \$ 1,322,870.40 for the initial term, with the initial contract term commencing on the date specified in the Town's Notice to Proceed and expiring on May 1, 2030. The Town may extend the agreement for up to two (2) additional three (3)-year terms, provided all terms, conditions, and specifications remain the same, both parties agree in writing, and such extensions are approved by the Town. Following the final three-year extension, the agreement may be extended for additional one (1)-year period if the Town is satisfied with the Contractor's services and the parties agree in writing to the extension terms (including prices/rates and fees). All extensions and expenditures are subject to legal review, availability of budgeted funds, and annual appropriation by the Town Council.

FINANCIAL ANALYSIS

GL Line-Item Number: 001.5440.400034.000
Total Budget: \$272,676 FY2026
Balance Remaining: NA

ATTACHMENTS

Agreement with BeeFree, LLC d/b/a FreeBee
The City of Plantation Agreement
The City of Plantation Solicitation

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

AND

BEEFREE, LLC D/B/A FREEBEE

For

MICRO TRANSIT PROGRAM – TERM CONTRACT

AGREEMENT NO. 102-24

AGREEMENT

**Agreement
By and Between
City of Plantation
&
Beefree, LLC d/b/a Freebee
for
Micro Transit Program- Term Contract
Agreement No. 102-24**

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this 2 day of May, 2025 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“City”) and BEEFREE, LLC D/B/A FREEBEE, a Florida Limited Liability Company with its principal place of business at 371 NE 61st STREET, MIAMI, FL 33137 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall provide Micro Transit Services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing Micro Transit Services as further defined herein, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Services

The Contractor’s responsibility under this Agreement is for Micro Transit Services as set forth on the Agreement and as further detailed in **Exhibit “A”**-Scope of Services. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as **Exhibit “A”**.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit “A”** Scope of Services (written by the City) and Approach (provided by Contractor), **Exhibit “B”** Rates/Costs/Pricing, **Exhibit “C”** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit “D”** Insurance Requirements, **Exhibit “E”** Acknowledge Addendum.

2.3 Procurement

The City of Plantation sought sealed proposals pursuant to Sec. 2-220(b) and 2-226(c) of the City’s Code of Ordinance.

AGREEMENT

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for five (5) years, commencing May 2, 2025 and expiring on May 1, 2030. In addition, the City reserves the right to extend this Agreement for two (2) additional (3) year periods, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement. Lastly, if the City is satisfied with services provided by Contractor, this Agreement may be extended for additional one (1) year periods following the final three (3) extension, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree.

4. RESPONSIBILITIES OF CONTRACTOR.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all applicable reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any such Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

C. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in **Exhibit "A"**. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City, which shall not unreasonable be withheld.

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E. Contractor's Representative. Subject to Contractor's right to delegate an alternative representative upon reasonable prior notice to City, the Contractor's representative during the performance of this Agreement shall be:

- Jason Spiegel, Managing Director
 - o Phone Number: (305)330-9450
 - Email: Jason@ridefreebee.com

F. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City, except to the extent Contractor determines that compliance with such a request of the City would violate any applicable laws.

G. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

H. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project. Notwithstanding the foregoing, if Contractor determines in good faith that any determination by the City which would require the removal of an employee from the Project is based on unlawful grounds or would result in the violation of any labor and employment laws or regulations, Contractor shall advise the City of its belief and the grounds therefore and shall only be obligated to comply with the foregoing provision to the extent that Contractor, in its sole discretion, determines is permitted by applicable laws.

I. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any

AGREEMENT

Service that Contractor fails to perform, or otherwise has not performed, nor shall Contractor have the obligation to continue performing the Services if the City's excusable delay in meeting its payment obligations continues for more than sixty (60) days. Additionally, either Party may terminate this Agreement with immediate effect upon written notice to the other Party where an excusable delay lasts longer than ninety (90) days. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

J. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees.

K. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Upon reasonable prior notice, Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets. Contractor shall allow inspection of all work, data, documents, proceedings, and activities exclusively created pursuant to this Agreement for a period of 3 years from the date of final payment under this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets.

AGREEMENT

5. INSURANCE.

A. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit “D”**. In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to **Exhibit “D”**.

6. PAYMENTS.

A. The Contractor will bill/invoice the City by the 10th day of each month for services rendered to the minute during the prior month at the hourly rates listed in **Exhibit “B”**. If Contractor does not provide all of the scheduled hours for a day, partial hours will be prorated at the hourly rates listed in **Exhibit “B”**. The City hereby agrees to pay Contractor for the faithful performance of this Agreement, for services rendered in accordance with **Exhibit “A”**.

The Contractor shall submit invoices to:

City of Plantation
Attn: Administration
400 NW 73rd Avenue
Plantation, FL 33317

Invoice must minimally include the following information:

- Each day of service shall identify the date of service;
- Start time to the minute for each vehicle;
- End time to the minute for each vehicle;
- Rate for each vehicle;
- The total number of hours per type of vehicle for that day.
- The invoice must identify whether the vehicle was working “Scheduled” hours or “Flexible” hours.
- The invoice and backup must also include the total number of hours for each type of vehicle for the month
- The resulting monthly billing for that type of vehicle, and
- The total amount of billing for all types of vehicles by vehicle style and by “Scheduled” and “Flexible” per **Exhibit “B”**.

B. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

C. Extra Work. If the City requires extra work, services or materials not delineated in this Agreement but within the general Scope of Work/Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order or amendment incorporating Contractors proposal. As used herein, “Extra Work” means any work which is determined by City to be necessary for the Project/Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

AGREEMENT

7. TERMINATION OF AGREEMENT.

A. For Convenience. After the first year of the Term, City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 60 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 9C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination, with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 9C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services, with the exception of any documents and data which contain Contractor's proprietary information or trade secrets. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

8. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive license for the duration of the Term City to use any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor exclusively in connection with this Agreement, and which expressly exclude Contractor's proprietary information and/or trade secrets ("Documents & Data"). All

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Documents & Data shall be and remains the property of Contractor.

B. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

C. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted, except to the extent attributable to the acts or omissions of the City its officials, officers, employees, volunteers, and agents. This subparagraph shall survive termination or expiration of this Agreement.

9. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Jason Spiegel, Managing Director
Beefree, LLC d/b/a/Freebee
371 NE 61st Street
Miami, FL 33127
Email: Jason@ridefreebee.com

With copies to:
Bradley F. Zappala, Esq.
Switkes & Zappala, P.A.
407 Lincoln Road, PH SE
Miami Beach, FL 33139
bzappala@switkeslaw.com

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City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. Except to the extent attributable to the acts or omissions of the Indemnified Parties, Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, reasonable fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and reasonable attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. A Party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Claim to the indemnifying party; (b) giving the indemnifying Party control of the defense and settlement of the Claim; and (c) providing to the indemnifying party all reasonably available

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information and assistance resulting from the Claim, at the indemnifying party's request and expense. The indemnified party may participate in the defense or settlement of the Claim, at the indemnified party's sole expense (not subject to reimbursement). Neither Party may settle or enter into any defense of any claim that includes a financial or specific performance obligation on, or admission of liability by, the Party against whom the claim is brought without that Party's prior written consent. Neither Party may admit liability for or consent to any judgment or concede or settle or compromise any Claim unless that admission or concession or settlement or compromise includes a full and unconditional release of the other Party from all liabilities in respect of the Claim.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. In no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 9D.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

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- E. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.
- G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City, which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. For purposes of this Agreement, any change of majority ownership of Contractor shall not constitute an assignment which requires City approval.
- I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.
- M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee

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or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Contract Utilization Clause. The parties agree that, subject to Contractor's agreement, other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with Contractor based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Contractor. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause.

R. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

S. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

T. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

AGREEMENT

U. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND BEEFREE, LLC D/B/A/ FREEBEE have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest:

April Beggerow, City Clerk
ELSA THOMPSON, ASST. CITY CLERK

CITY OF PLANTATION

By:

Nick Sortal, Mayor Jason Wuhrd
CAO

As to legal form:

Kerry L Ezrol, City Attorney

As to Procurement:

Charles Spencer, Procurement Director



Witness:

Kristina Pace
Kristina Pace
Typed name of Witness

Witness:

NERISSA MANIC
Typed name of Witness

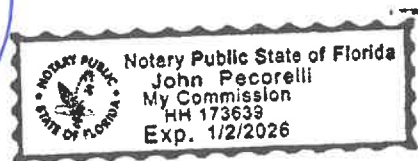
STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2ND day of MAY, 2025, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. he is personally known to me or has produced _____ as identification.

JASON NUNEMAKER
CAO

My commission expires: 1/2/2026

John Pecorelli
NOTARY PUBLIC



AGREEMENT

Signed, Sealed in the presence of:

BEEFREE, LLC D/B/A FREEBEE
a Florida Limited Liability Company

By: [Signature]
Jason Spiegel, Managing Director

Witness: [Signature]
John Janusz
Typed name of Witness

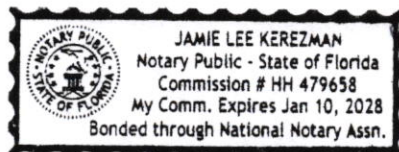
Witness: [Signature]
Miguel Mirandes
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/25/25 (date) by Jason Spiegel, as Managing Director of Beefree, LLC d/b/a Freebee, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced Florida Drivers (type of identification) as identification.

My commission expires:



[Signature]
NOTARY PUBLIC

EXHIBIT “A”
(Scope of Services/Technical Specifications)

SCOPE OF SERVICES

NATURE OF SERVICES REQUIRED

I. INTRODUCTION

The City of Plantation (CITY) is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.

The CITY seeks to introduce an on-demand transportation service as a pilot program in the Midtown District and, if successful, to expand service into other areas of the CITY (as outlined in Exhibit A). Timing and areas of service expansion will be determined by the CITY.

The pilot program will include short distance, door-to-door electric transportation within the service area boundary to any other point within the service area boundary, and is available to the user upon demand. The intent is to provide first and last mile connectivity to other forms of mass transit, which would take cars off the road, minimize single occupancy vehicles within communities and help free up parking.

All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. There must always be at least one vehicle available which is ADA compliant.

II. GENERAL INFORMATION AND BACKGROUND

The CITY is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. The City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

The intent of this RFSP is to establish a contract to implement point-to-point transportation services ("Program") that will provide CITY residents, visitors and business employees ("Riders") with convenient and efficient transportation options. All vehicles will be electric and must meet Federal Motor Vehicle Safety Standards and CONTRACTOR must supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours/operations during special events requiring additional vehicles, personnel and resources. The CONTRACTOR must provide its own mobile phone application in which the user will be able to locate his or her position in the queue and request a vehicle pickup. The CONTRACTOR should

SCOPE OF SERVICES

also provide a dedicated telephone number that can be utilized to request a vehicle pickup. An ADA compliant vehicle must be available at all times.

System should be operational within one hundred twenty days (120) from issuance of Notice to Proceed.

III. SOLICITATION'S INTENT AND GENERAL EXPECTATIONS

Through implementation of the Program, the CITY desire to meet, at the minimum, the following objectives:

- a. Operate a demand-response system throughout the boundaries of the service area indicated in the map attached as Exhibit A.
- b. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional hours, and/or permanently modify the type of vehicle to a larger van, if needed, with sufficient notice to procure the vehicle based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- c. Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as community ambassadors.
- d. Feature a mobile phone application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup. The mobile phone application should be available from both the Apple Store and the Google Play Store (e.g. available for both iPhone and Android devices). Although a fee for service is not envisioned for the pilot phase, the app should have the ability to work with a secure credit card payment system. Similarly, the app should be able to accommodate discount or promo codes.

A dedicated telephone line for ordering a ride should also be available.

- e. Have the capability to provide data captured from the mobile phone app which includes but is not limited to, number of users, destinations, average wait times, and user peak times, cancellations and declined pickups/trips.
- f. Cut down the time residents, workers and visitors spend in their vehicles circling and idling in hopes of finding parking adjacent to their destination.
- g. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- h. Reduce traffic and vehicle emissions in the Program area.
- i. Support local businesses.

The response from qualified firms must include:

- Full description of the Firm, including size, range of activities.
- Proposal responsive to the CITY's expectations.
- Description of the micro transit ride share management team and each member's experience.
- State, local and/or national government client references.

SCOPE OF SERVICES

- A work plan with the timeline to complete the deliverables outlined in section IV below.
- Years of operation as a provider of micro transit and on demand transportation services.
- Cost schedule (indicate hourly rates for each vehicle and operator, hours expected, and total project cost)
- Complete list of all subcontractors' names, resumes and references for experience in similar services of this nature. Contractor assumes all responsibility for ensuring compliance of subcontractors with contract provisions including indemnification and hold harmless, use of sub-contractors is subject to approval by the CITY.
- Complete list of specifications for each large and small vehicle which will be assigned to this project including make, model and seating capacity.

Firm or project team must meet the following requirements:

- Experience and current knowledge of all aspects of operating and managing a Micro Transit Program.
- Current knowledge of various compliance requirements and industry licensing for this service.
- Knowledge of potential upcoming legal or industry requirements impacting Micro Transit, Ride Share and or On Demand Transportation.
- Ability to provide detailed reports for this service.
- Contractor shall obtain, pay for, and post as needed, all permits and licenses necessary to complete this project. Contractor and subcontractors must maintain current licenses as required.

IV. SCOPE OF WORK AND DELIVERABLES

Service Parameters for Point-to-Point Transportation Services

The use of environmentally friendly (electric) vehicles that meet the FMVSS and supply state-of-the-art charging equipment is required. The vehicles used throughout the term of the contract must be consistent and identifiable with Program branding. The criteria below constitute the CITY's service parameters for the Program:

- a. The Program will serve the CITY's residents, guests and commuters by providing on-demand rides to work, shopping, restaurants, events, and for various appointments within the boundaries of the service area.
- b. All trips must begin and end within the identified service area (see map attached as Exhibit A). Any changes in the service area shall be in writing and mutually agreed upon.
- c. The pilot Program shall be free to users. Tipping is allowed but cannot be solicited by the driver. Tipping jars, or anything that implies tipping is required or encouraged, is strictly prohibited.
- d. Service must be provided in fully-electric vehicles that are on-call via a mobile phone application, phone number or ride-hailing.

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- e. The CONTRACTOR will identify locations for charging stations and the CITY will cooperate as necessary. Charging station equipment installation, and maintenance will be provided by the CONTRACTOR. It is the desire of the CITY that any charging stations located on CITY property shall be made available for use by CITY employees or others during hours when not in use by CONTRACTOR. "Exhibit C" reflects the suggested area for charging stations at the CITY.
- f. Overnight vehicle parking: CONTRACTOR will secure a space to store vehicles at night, when not in service or charging. If vehicles are stored/charged on CITY property, the CITY is not liable for theft or damage that may occur.
- g. All vehicles utilized will be FMVSS and all charging equipment shall be state-of-the-art. At least one ADA compliant vehicle must be available during hours of operation.
- h. 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.
- i. CONTRACTOR shall provide a mobile phone application for requesting rides compatible with both Android and iPhone.
- j. When requesting a ride, via mobile phone application or telephone, riders shall be provided with an estimated time of arrival based on driver availability.
- k. CONTRACTOR shall collect ridership data via app, manual counts when phone calls or rider-hailing. Additionally, CONTRACTOR will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the CITY. Reports to the CITY shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, wait times, locations from which riders are picked up and addresses of drop-off, complaints, mileage, driver's names and suspensions, type of vehicle, number of service hours per vehicle, type of rate, cancellations and/or declined trips and accidents.
- l. When drivers use the mobile phone application to respond to ride requests, the drivers' app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- m. CONTRACTOR must include at least one ADA vehicle as part of the fleet.
- n. CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers will serve as ambassadors for the CITY. Qualified drivers must be screened, hired and trained by CONTRACTOR, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- o. Drivers will undergo any training deemed necessary by the CITY. CONTRACTOR shall provide the CITY with background checks on all drivers. Background check shall include driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR shall not hire any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. CONTRACTOR will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and

SCOPE OF SERVICES

- criminal records at least annually. CITY shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have a valid Florida Driver's licenses(s) and adhere to all CITY, county, and state traffic and driving laws.
- p. Drivers must wear a name tag. CONTRACTOR's company uniform is preferred. CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile devices, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. CITY and CONTRACTOR acknowledge and agree that drivers will be permitted to wear Bluetooth enabled device or similar technology to provide for delivery of services and that drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with laws governing such devices.
 - q. CONTRACTOR must require all persons using the Program to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles. CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
 - r. CONTRACTOR may suspend operation of the vehicles without penalty in the case of extreme weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to provided written notification to the CITY.
 - s. CONTRACTOR will communicate any problems or requests to the CITY through the Program manager or designee.
 - t. Vehicle maintenance and charging must be performed by CONTRACTOR.
CONTRACTOR shall be responsible for the cleanliness of interior and exterior of the vehicle. Vehicles must be maintained in good working order, and be free from graffiti, vandalism, defacement and other damage. Functioning heating and air conditioning systems are mandatory. Open-air vehicles may also be requested on an as needed basis. Use of open-air vehicles is subject to CITY approval.
 - u. CITY reserve the right to require the immediate dismissal of any personnel who fail to meet the standard outline above. Relief personnel shall be readily available throughout the term of the contract.
 - v. Proposed Initial Operating Schedule:

Days	Mon-Thurs	Friday	Saturday	Sunday
Hours of Operation	11AM-10PM	11AM-12Midnight	10AM – 12 Midnight	10AM-10PM

*CONTRACTOR should indicate in their proposal the number of vehicles proposed for each of the proposed zones, as well as the proposed hours of operation. Minimum number of vehicles as well as vehicles to be deployed during peak hours.

V. ADDITIONAL REQUIREMENTS

- a. Contractor shall provide copies of all permits and licenses necessary to complete this project, with their proposal.

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- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Plantation (if applicable).
- c. The Vendor shall provide a mobile phone application platform (must be available for download on both Android and Apple devices) that may include, but is not limited to the following features:
 - Allows customers to request, modify or cancel a ride.
 - Allows customers to rate and review rides.
 - Provides live tracking for customers to confirm driver's location.
- d. Each vehicle shall be equipped with a seat belt cutter, first aid kit, spill kit, and fire extinguisher.
- e. Vendor must ensure all vehicles used are maintained in a first-class state of repair and safe operating condition at all times. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

VI. LOCATION

The Program will commence operations, as a pilot, in the Midtown District which is located north of I-595, south of Cleary Boulevard, west of University Drive and east of Pine Island Road (see map attached as Exhibit A). The on-demand service is expected to take riders to and from locations within the Midtown District.

It is anticipated that service areas may be expanded over time (see map attached as Exhibit A). Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.

VII. CUSTOMER SERVICE

Customer service is of critical importance. The CONTRACTOR will be responsible for addressing all complaints in a timely and courteous manner. CITY staff shall be provided with reports as necessary. Drivers will be educated on CITY programming, area amenities, and serve as community ambassadors.

VIII. OPTIONAL SERVICES

Especially during the Midtown pilot phase, the CITY would like to explore an option wherein rides could be initiated or ended in the Midtown District but could begin or terminate in another region of the CITY (e.g. the ride must be wholly contained within the CITY but could begin or end outside of the Midtown District). A small charge for service may be implemented for this type of service.

As the Program is expanded the CITY would want to allow the rider to connect from one service area to another.

The CITY would like to offer a “ride share” option. The number of riders shall be limited such that each rider has a separate seatbelt and the total number of passengers, including the driver, does not exceed the vehicle's legal capacity.

SCOPE OF SERVICES

As an option, the CITY would like to be able to explore a “senior micro transit program”. It is anticipated that this project would be open for use by residents age 65 or older and would provide them no cost or low-cost transportation to and from identified locations. The CONTRACTOR would work with the CITY to establish a system for seniors to register for the service. The CONTRACTOR would also work with the CITY to determine a list of medical, grocery and/or community facilities to which service would be offered (to and from).

IX. ADVERTISING

The CITY may elect to include the CITY logo and other branding information in a car wrap. CITY must approve the design of the wrap and may modify the design up to (2) two times per year at no cost to the CITY. CONTRACTOR will offer free advertising to local businesses via the mobile phone app and will, in conjunction with the CITY, develop and implement a branding strategy. The branding strategy as well as any changes to the strategy are subject to written approval by the CITY prior to implementation. Initially, the CITY will not permit paid advertising. Subject to the CITY’s prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, providing that such advertising is in accordance with all CITY ordinances, policies and procedures.

CONTRACTOR shall also develop and implement a marketing program to promote awareness of the Program. The CITY shall have the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

CONTRACTOR will include screens in all vehicles with the ability to play audio/video content provided by the CITY.

X. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall be responsible for ensuring that all of its employees are complying, at all times, with the Terms, conditions and Specifications outlined herein. CONTRACTOR shall be responsible for obtaining all necessary permits for charging stations and for compliance with applicable Federal, State and local statutes pertaining to the services to be provided. CONTRACTOR will be responsible for all costs associated with purchasing, operating and maintaining its own fleet of vehicles, including but not limited to purchasing, charging, maintaining, registering, storing of vehicles, and insurance and branding.

XI. INSURANCE

- a. The CONTRACTOR shall not commence any performance pursuant to the terms of the Agreement until certification or proof of insurance has been received and approved by the CITY’s Risk Manager or their designee.
- b. 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

SCOPE OF SERVICES

A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change, or other such notice as is required by the policy. 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.

- c. Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the CITY OF PLANTATION, as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY prior to or upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in Exhibit "B" which is attached and incorporated into this agreement.
- d. Garage Keeper's Liability is not a required insurance coverage under this agreement. The CONTRACTOR waives all claims for loss, theft or damage to CONTRACTOR's vehicles that may be stored or parked on a CITY-owned property.

XII. 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 natures 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 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.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. The

SCOPE OF SERVICES

CONTRACTOR expressly understands and agrees that any insurance 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.

XIII. LICENSURE AND CERTIFICATION

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.

XIV. SUBCONTRACT

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. A list of all sub-contractors must be provided with the proposal.

XV. ASSIGNMENT

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 written consent of the city may result in termination of the Agreement.

XVI. SERVICE LEVELS

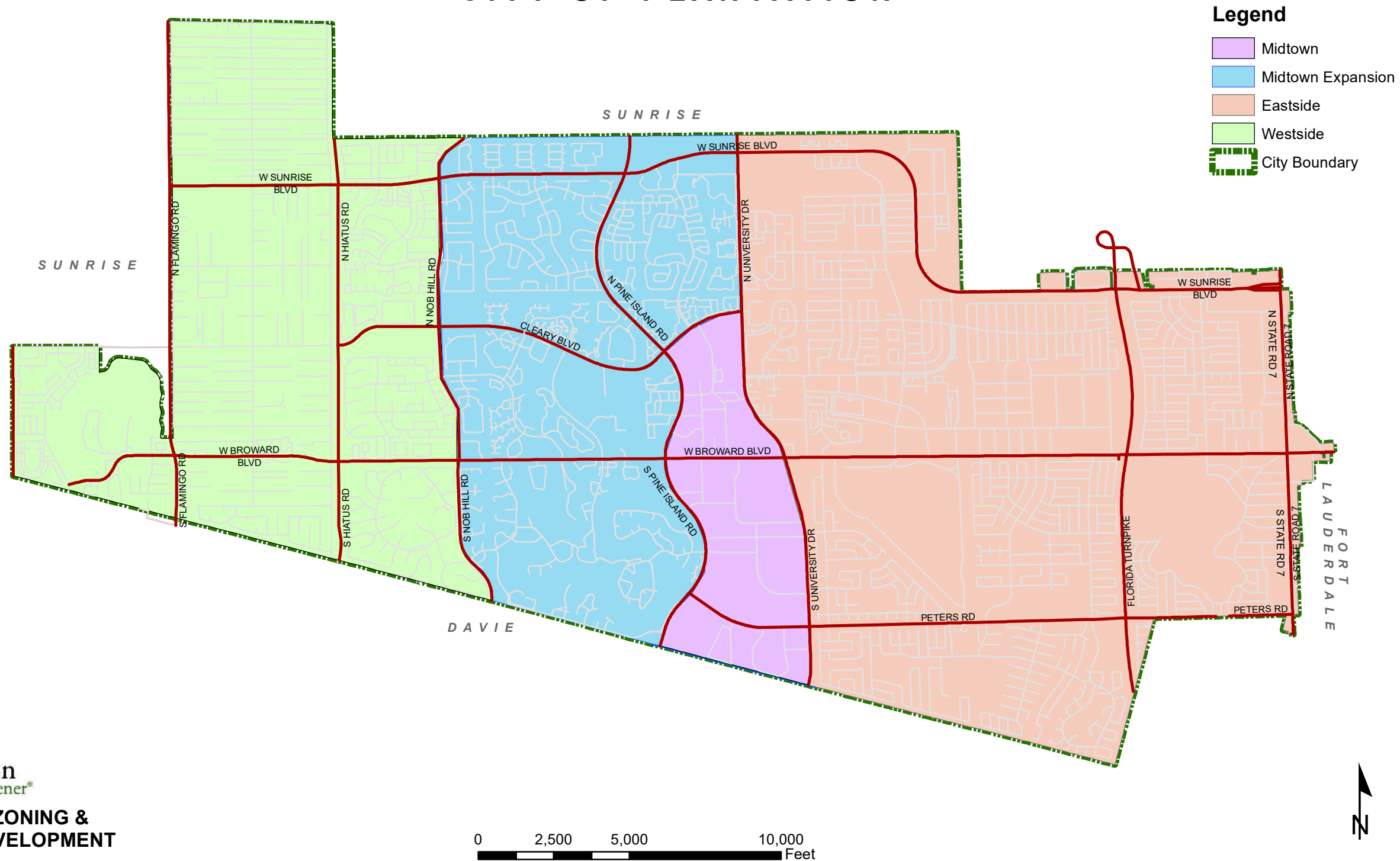
Vendor will propose and commit to service levels for all or the majority of the following:

Service Levels Data

- a. Average wait time
- b. Average trip rating
- c. Average time to resolve complaints.
- d. Average response time to calls and emails.
- e. Maximum percentage of missed, declined trips and cancelled trips.
- f. Percentage of trips in low-emissions vehicles
- g. Percentage of trips served in hybrid/electric vehicles.
- h. Other

END OF SECTION

MICRO-TRANSIT ZONES MAP CITY OF PLANTATION



Potential Location of Charging Facility

Parking area behind City Hall – southeast side of building



Aerial view of City Hall





Section 2

APPROACH TO THE SCOPE OF SERVICE

SECTION 2 - Approach to The Scope of Service

Introduction

The City of Plantation's micro-transit initiative aims to provide on-demand transportation that reduces traffic congestion, decreases single-occupancy vehicle usage, and enhances connectivity to mass transit options. This program reflects the city's broader goals of creating a more sustainable, efficient urban environment. At Freebee, we understand the importance of integrating seamlessly into the City of Plantation's community, and we've designed our micro-transit service with this in mind. Our approach closely aligns with the goals outlined in the Plantation Multi-Modal Transportation Plan (MMTP), which addresses the City's current and future transportation needs by improving safety, increasing connectivity, and enhancing accessibility for all residents, business owners, and visitors. In addition to the MMTP, our proposal is designed to meet the major goals outlined within the RFP, ensuring that our service supports the City's long-term vision for sustainable growth, reducing traffic congestion, and creating a more pedestrian-friendly environment. Below, we've outlined the key objectives as identified in the RFP, which align directly with the overarching goals of the MMTP:

Goal/Objective 1. Enhancing Transportation Infrastructure

Freebee's on-demand micro-transit system is tailored to augment the City's existing transportation infrastructure. By focusing on major corridors such as Nob Hill Road, Cleary Boulevard, and University Drive, our service helps alleviate vehicular congestion and decrease reliance on privately-owned vehicles. This supports the broader objectives of the MMTP, improving connectivity and safety for the City's residents and visitors while enhancing the accessibility of key destinations throughout Plantation. By targeting these crucial transportation arteries, Freebee's solution will also contribute to the City's sustainability and long-term infrastructure planning goals.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 2. Supporting Urban Transformation in Midtown

Plantation's Midtown district is undergoing a significant transformation into a vibrant, mixed-use town center, and Freebee is proud to support this evolution. Our services align with the MMTP's Midtown Connectivity methodologies, which emphasize pedestrian-friendly environments and multimodal connectivity. By providing convenient, reliable transit options within the district, Freebee supports the city's vision of a well-connected, walkable urban core that is accessible and appealing to residents, visitors, and employees alike. Our service facilitates easy access to local businesses, parks, and public spaces, contributing to a vibrant and thriving Midtown.

Goal/Objective 3. Expanding Access and Encouraging Sustainable Practices

The City of Plantation prioritizes adaptable, scalable transportation solutions, and Freebee's micro-transit service is uniquely positioned to meet this need. Our flexible model allows for easy adjustments to fleet size, hours of operation, and vehicle types to accommodate varying demand levels and special groups, such as seniors. This scalability ensures that the service can extend beyond the Midtown area, aligning with Plantation's long-term strategic vision for a city-wide transportation system.

Freebee's service enhances accessibility for those both within and beyond Midtown, providing seamless, reliable transit without the need for personal vehicles. Our fleet of fully electric, ADA-compliant vehicles supports the City's sustainability goals, reducing emissions while ensuring inclusivity.

Additionally, Freebee's operations will contribute to the City's traffic-calming initiatives by helping to reduce vehicle speeds and volumes, enhancing the safety and comfort of pedestrians and cyclists. Our commitment to improving connectivity within Midtown will address critical barriers such as Broward Blvd and Peters Rd, ensuring that all residents and visitors can move safely and efficiently throughout the community.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 4. Community Engagement and Strategic Partnerships

Freebee's commitment to community engagement is central to our operational philosophy, ensuring that our services are continually adapted to meet the nuanced needs of Plantation's residents and visitors. Our Community Ambassadors will engage proactively with stakeholders to promote service adoption and gather community feedback, ensuring that our operations remain responsive to the evolving dynamics of the community. Additionally, Freebee seeks to cultivate strategic partnerships and secure funding opportunities to support the program's longevity.

Goal/Objective 5. Commitment to "Aging-In-Place" and Senior Mobility Solutions

One of our core commitments is to provide mobility solutions that support Plantation's aging population. Freebee's service empowers senior residents to live independently, maintain their connection to the local economy, and remain active participants in their communities. In Miami Beach, Freebee played a pivotal role in securing CARES Act funding to provide specialized transportation services for seniors during the COVID-19 pandemic. This experience has led us to additional senior mobility contracts with the City of Doral and Village of Wellington demonstrating our capacity to meet the unique needs of different municipalities. By offering an adaptable service model that aligns with local needs, Freebee contributes to the social sustainability and inclusivity of Plantation's senior population.

By seamlessly integrating into Plantation's community and aligning our services with the City's master plan, Freebee is uniquely positioned to support the City of Plantation's vision for a sustainable, connected, and pedestrian-friendly urban environment. Our tailored micro-transit solution not only addresses immediate transportation needs but also enhances long-term livability, accessibility, and socio-economic vitality within the city. Through our focus on expanding access, supporting urban transformation, and promoting sustainable practices, Freebee will help Plantation achieve its goals for a more resilient, inclusive, and connected community.

SECTION 2 - Approach to The Scope of Service

How the Service Works

Scope of Work Summary

Freebee's phased approach to implementing and expanding its microtransit service in Plantation is designed to align with the City's long-term transportation objectives, as outlined in the Plantation Multi-Modal Transportation Plan (MMTP).

From the outset, Freebee will focus on delivering reliable, on-demand transportation that connects residents, visitors, and business owners to key destinations within the Midtown District. Our flexible and scalable service model ensures that as the program progresses, it can be expanded to meet increased demand and extend to underserved areas of the City. With a commitment to sustainability, inclusivity, and enhanced connectivity, Freebee's microtransit solution will not only meet the immediate transportation needs of Plantation but also serve as a foundation for a scalable, city-wide transit system that supports the City's long-term strategic goals.

Below is our phased approach with regards to the implementation and how we envision growth, ensuring that each stage builds upon the success of the previous, with the flexibility to adapt and scale as community needs evolve and demand for services increases.

Stage 1: Pilot Program in Midtown.

In the initial phase, Freebee will operate exclusively within the Midtown District, with a focus on establishing a reliable, accessible, and community-centered micro transit service. Passengers will have three convenient ways to request a ride: on-demand through the Ride Freebee app, by calling our dispatch center, or by flagging down a vehicle (if the City opts to include this feature). Rides must both start and end within the Midtown District to be eligible to use the service. Our highly trained drivers, who also serve as community ambassadors, will go beyond just providing transportation—they will foster meaningful connections with both residents and visitors, ensuring every ride is a positive experience.

SECTION 2 - Approach to The Scope of Service

We recommend starting with a fleet of 4 vehicles, each operating 70 hours per week, based on extensive simulator modeling to optimize service efficiency. However, given the City's budget of \$400,000, the fleet will initially consist of 3 vehicles, including three Tesla SUVs and an additional ADA-accessible vehicle to accommodate individuals requiring wheelchair access. This ensures that we can maintain 3 vehicles on the road during peak hours and between 1-2 vehicles during non-peak times.

Freebee's commitment to the City of Plantation goes beyond operations. We will deliver a full-service marketing plan and provide regular customer service reports to ensure clear communication and track the success of the program. Additionally, we will offer a live data dashboard, providing full transparency into performance metrics and enabling real-time adjustments to meet the City's needs.

A key differentiator of our service is its role in promoting local economic development. Through the Ride Freebee mobile app, we will offer an exclusive platform to support and promote local businesses—a feature no other provider offers. Our team of micro transit industry and operational experts, all fully dedicated to the City of Plantation, will work tirelessly each day to ensure the highest standards of service and performance, making the City proud of this innovative transit solution.

The hours of operation during this stage will be:

- Monday-Thursday: 11 AM – 10 PM
- Friday: 11 AM – 12 Midnight
- Saturday: 10 AM – 12 Midnight

Freebee is also committed to deep community engagement, ensuring that our service becomes an integral part of Plantation life. Our outreach efforts will foster lasting relationships with residents and stakeholders, ensuring our service evolves with the needs of the community.

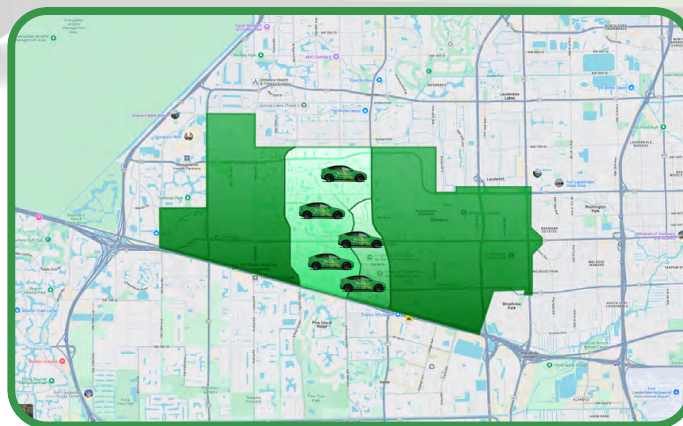
We will provide a more in-depth exploration of our operating plan and technology platform in the subsequent sections of Section 2.

SECTION 2 - How the Service Works



Stage 2: Midtown Expansion. Building on the success of Stage 1, Stage 2 will expand the service to cover the broader Midtown Expansion area. During this phase, the service will be designed so that riders must either be picked up or dropped off within the original Midtown zone, at a mass transit stop, or at an inter-city connection point to be eligible to use the service. This approach will enhance connectivity and promote strategic economic development while keeping the service area manageable.

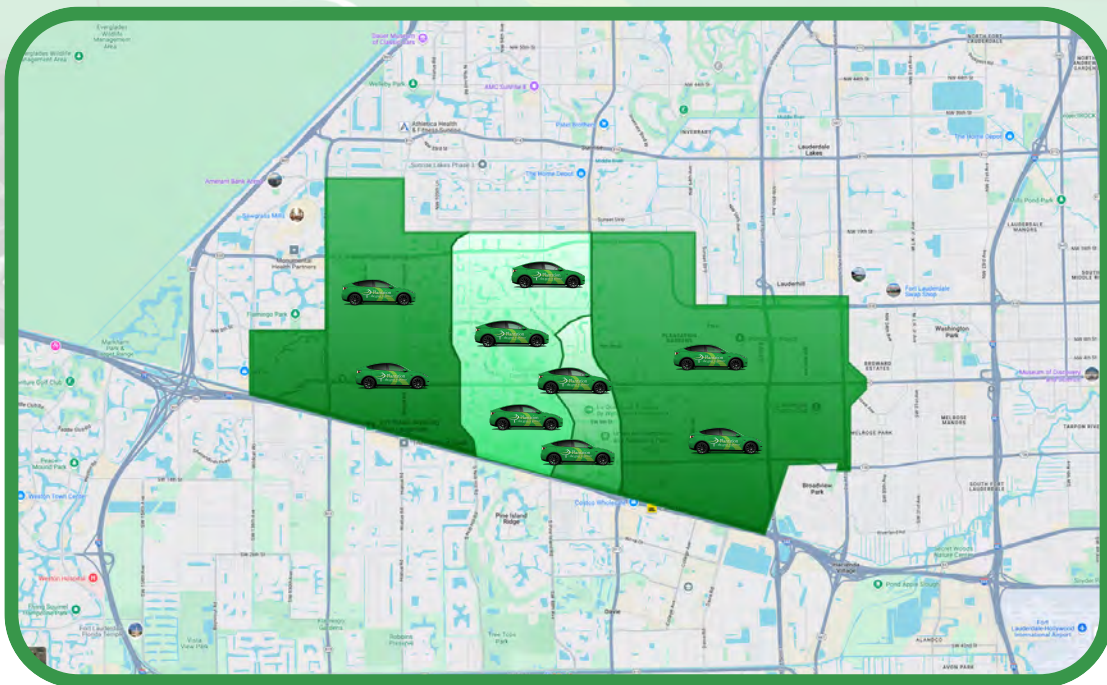
Based on the data collected during Stage 1, we will likely recommend adding 1-2 additional vehicles to the fleet to accommodate the expanded area. Additionally, we will offer the City the option to introduce a rider fee to further support the service's growth and sustainability.



SECTION 2 - How the Service Works

Stage 3: Enhanced Connectivity In this phase, we will expand the service to include two additional zones: the "Eastside" and "Westside," giving riders access to key commercial areas, parks, service connections, and points of interest in these regions. To align with the City's request, rides will have the flexibility to either begin or end outside of the Midtown District but remain fully within either the "Eastside" or "Westside" service zones. This approach will allow trips to originate or terminate in these new zones while ensuring seamless connectivity across the city. A small charge may be introduced for trips that extend beyond Midtown, providing the City with a flexible, sustainable service model.

To maintain operational efficiency, the system can be configured to ensure that rides to and from these new zones are only available if the trip either starts or ends in the Midtown zone. This strategic expansion broadens the service's reach while keeping operations streamlined. As these zones grow, additional fleet capacity will be required, and Freebee will collaborate closely with the City to recommend the optimal number of vehicles to meet service demands and continue delivering high-quality transportation.



SECTION 2 - How the Service Works

Dynamic Vehicle and Hours of Operation Scheduling

The phased approach outlined above has been carefully developed using city characteristics, combined with our extensive experience operating similar services in neighboring communities. Our service is designed to provide maximum flexibility, allowing for the scaling of the vehicle fleet and modification of operating hours with sufficient notice. This means we can adapt to fluctuations on a monthly, weekly, daily, or even hourly basis, ensuring the highest level of service is consistently delivered.

Our operational model leverages real-time demand analytics, enabling dynamic adjustments to fleet size and vehicle types to meet ridership demands efficiently. This flexibility ensures that service levels are optimized at all times, even during periods of fluctuating demand.

In keeping with our commitment to providing a hospitality-driven program, we will also offer additional hours and expanded operations during special events. This includes deploying extra vehicles, personnel, and resources as necessary to ensure seamless service when it's needed most.

Parking + Charging Stations

Freebee is dedicated to working closely with city staff to optimize and maintain designated charging station locations for the efficient charging and staging of vehicles. This partnership will ensure that the cutting-edge charging infrastructure not only meets the operational requirements of our service but also enhances accessibility for users. Charging stations located on city property would serve as an ideal hub for Freebee's vehicles, with the added benefit of being available for use by city employees or others during off-hours when not in use by Freebee. Should the primary location prove unavailable, Freebee will proactively identify alternative charging and staging sites within the city, including options outside of municipal property, which we have done in many other service areas.

SECTION 2 - Approach to The Scope of Service

How To Request a Ride

At Freebee, we prioritize ease and convenience, offering multiple ways for residents and visitors to access our micro transit service. Whether through the Ride Freebee mobile app, by phone, or simply flagging down a vehicle, we make it simple for everyone to request a ride and ensure that the service is as user-friendly as possible.

The custom-built application, powered by Freebee, will be developed in close collaboration with the City of Plantation. This partnership ensures that the app is designed with the unique needs of the city's residents and visitors in mind, providing a seamless, customer-focused platform for booking on-demand rides. The app's final branding will be developed in coordination with the City and its marketing team, ensuring it aligns with the City's overall vision and mission.

The registration process is intuitive and straightforward, guiding users through profile setup so they can begin booking rides immediately. Once registered, users can easily manage their travel plans through the platform.

There are three convenient ways to request a ride:

01



On-Demand via the Ride Freebee mobile app

02



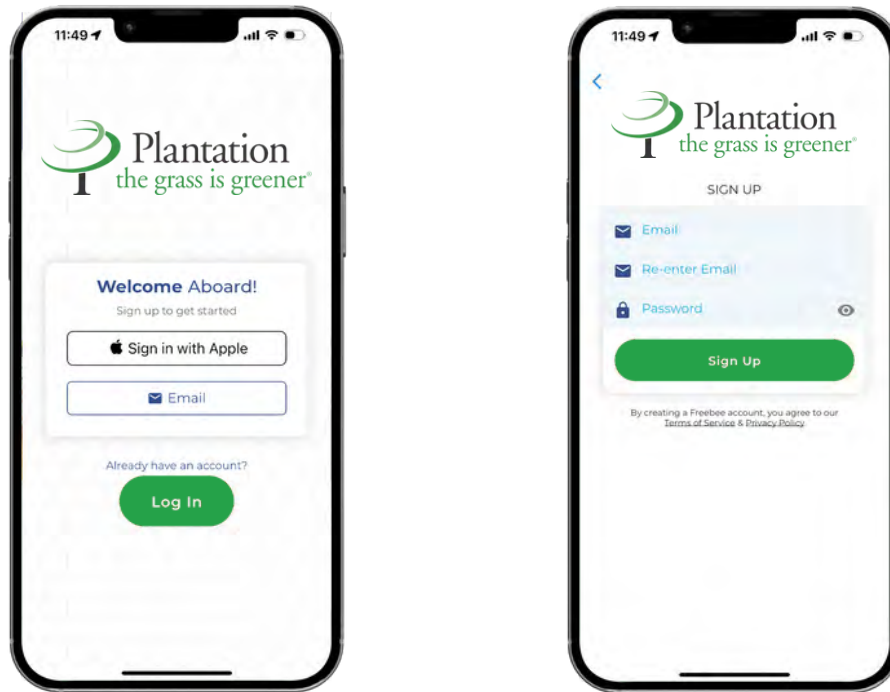
By calling Freebee's dispatch center

03



By waving down a passing vehicle (if the City opts for this feature)

SECTION 2 - Approach to The Scope of Service



Technology Overview

The Freebee service leverages cutting-edge technology to provide an exceptional on-demand micro transit service that redefines urban mobility. At its core, the app features a user-friendly interface that facilitates easy booking, real-time vehicle tracking, and seamless communication between riders and drivers. Advanced GPS technology ensures precise routing, while integrated traffic data allows for optimized travel times, enhancing overall efficiency. The app's robust backend supports a comprehensive data collection framework, enabling continuous service improvement through detailed analytics on user behavior, trip patterns, and operational efficiency. Additionally, safety and security are paramount, with features such as in-app emergency contacts and secure data protocols to protect user information. This holistic approach to technology empowers Freebee to deliver a reliable, convenient, and sustainable transit solution, making it a favorite among communities looking to enhance their public transportation systems.

SECTION 2 - Approach to The Scope of Service

Custom Branded Mobile App – Plantation Experience

Freebee is excited to introduce a custom-branded, white-labeled mobile application for the City of Plantation, powered by Freebee. This dedicated app will embody the local spirit and unique needs of the community, offering a seamless and user-friendly interface that simplifies the public transit experience. By integrating state-of-the-art technology and real-time data, Plantation's mobile app will provide dynamic and comprehensive microtransit services, ensuring high accessibility and efficiency for all users. The app will feature easy navigation, real-time tracking, and personalized service options, making public transportation more attractive and accessible to everyone in the community, from daily commuters to tourists exploring the vibrant locales of Plantation.

This app is tailored to meet the unique transportation needs of Plantation, incorporating real-time GPS tracking, seamless route optimization, and intuitive user interfaces to deliver a superior transit experience. Advanced algorithms facilitate efficient ride-pairing and dynamic routing to maintain high on-time performance standards, while integrated communication tools ensure constant connectivity between drivers, passengers, and dispatch. The app also emphasizes safety and security with features like in-app emergency contacts and rigorous data protection measures. By blending robust technology with a localized approach, Freebee's technology not only enhances daily commutes but also enriches the community's access to sustainable and reliable transportation options.

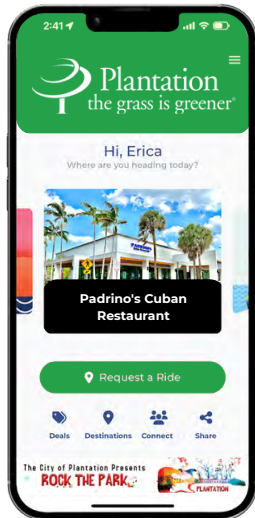
SECTION 2 - Approach to The Scope of Service

The app will be searchable in both the Google Play and Apple Store under “Freebee”, ensuring easy discoverability for potential users. Additionally, when opened within municipal boundaries, the app will transform into a fully branded Plantation experience, providing a cohesive and tailored interface for local riders. Leveraging our current user-base of over 800,000 profiles in South Florida, as well as the unique marketing elements inherent to Freebee’s platform, this integration will serve as a powerful tool for driving ridership from inception. By capitalizing on the widespread popularity and familiarity of the Freebee brand, we can effectively promote Plantation’s new micro transit service to a broad audience, encouraging adoption and usage among residents and visitors alike. Our in-house development team allows us to stay flexible, continuously improving and adapting features to meet the unique goals and objectives of the City of Plantation.



SECTION 2 - Approach to The Scope of Service

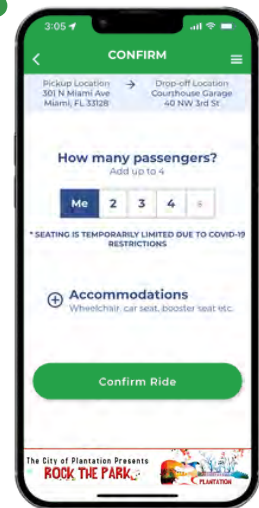
01



02



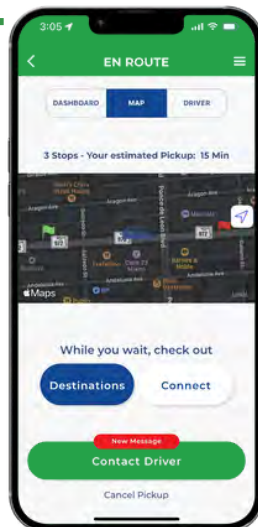
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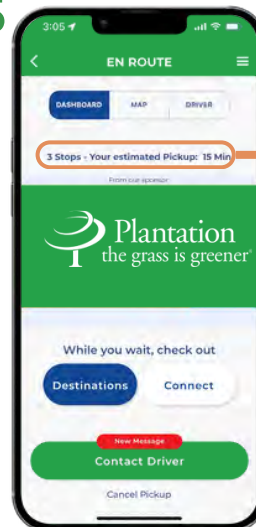
SELECT DESTINATION

Search your destination by category or manually enter the address you'd like to visit.

04



05



SEND TO DRIVER

Choose the amount of passengers riding with you and click "Send to Driver". Your ride will automatically be paired with a driver and ETA will be displayed.

SECTION 2 - Approach to The Scope of Service

Accessibility and Special Needs

Accommodating Special Requirements

The app allows for the inclusion of mobility devices or service animals in the trip request. In fact, all service pets are welcome to ride along as long as they do not induce unsafe conditions or impose a threat to the safe operation of the service. The app also enables users to specify the need for wheelchair-accessible vehicles and many additional accommodations, ensuring the driver is prepared with the appropriate equipment.

Accessibility Standards Compliance

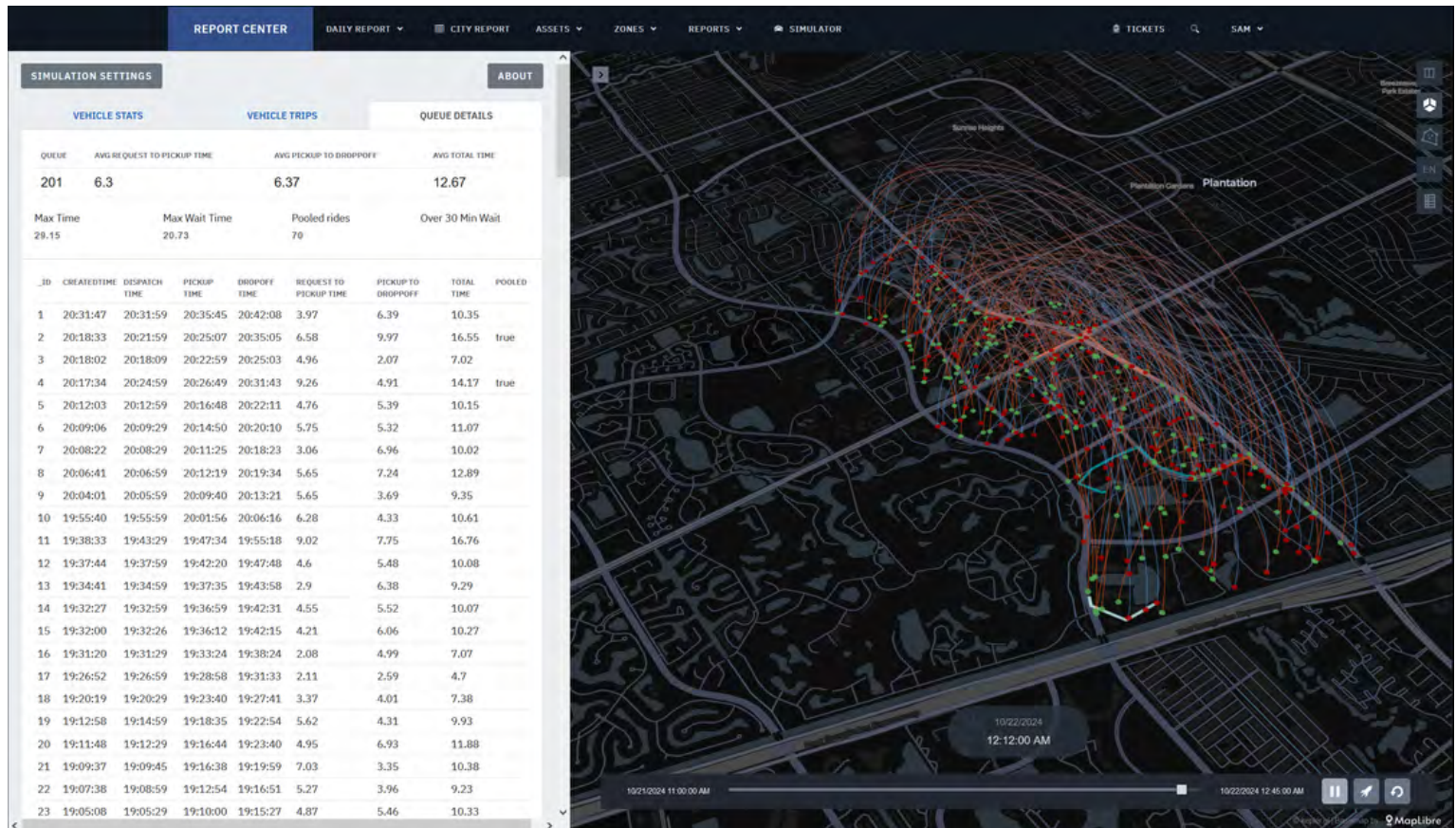
The Smartphone app adheres to and is always working to comply with WCAG-level AA accessibility standards. Our in-house technology team is always following up on app development guidelines from Apple and Google. This commitment ensures that the app is accessible to all users, including those who rely on screen readers and other assistive technologies.

Service Planning Simulator

Freebee's Service Planning Simulator is a powerful tool designed to optimize the planning and expansion of microtransit services. By utilizing real-time data and sophisticated modeling, the simulator enables cities and transit planners to visualize various service scenarios, forecast demand, and assess the impact of route expansions or adjustments in operational hours. This allows for strategic decision-making by simulating the effect of different fleet sizes, service areas, and rider demand patterns, ensuring that any expansion is both efficient and responsive to community needs.

The importance of this tool cannot be overstated when looking to expand service. It provides valuable insights into how changes in service can affect ridership, operational costs, and overall performance, allowing for data-driven adjustments before implementation. This ensures that Freebee's microtransit solution can scale smoothly while maintaining high service levels, cost-efficiency, and customer satisfaction, making it a vital resource for long-term growth planning.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Data & Reporting

Freebee understands that effective communication and transparency are vital for building a strong partnership with the City of Plantation. To facilitate this, we provide our partners with a custom data dashboard, granting access to all program metrics. Plantation staff will be able to customize reports based on their specific needs, accessible anywhere, at any time. The dashboard visualizes user-friendly reports, including easy-to-analyze graphs, heat maps, and downloadable Excel charts. Our operations and management team is always available during regular business hours to assist Plantation staff with any questions or concerns regarding the portal and their data. Additionally, automated reports will be created and available relative to any time intervals that Plantation staff may request.

Security and privacy are priorities for Freebee. Our systems ensure that personally identifiable information is not shared. Our robust Safety Systems Program Plan standardizes our entire operation, safeguarding the identities of all users. This commitment extends to both internal management and tracking, as well as external partnerships. No one within or outside the company can link a user's profile with the data collected and shared.

In collaboration with the City of Plantation, Freebee will craft a custom dashboard for real-time performance metrics display. Daily, weekly, and/or monthly reports will go beyond standard requirements, offering insights into:

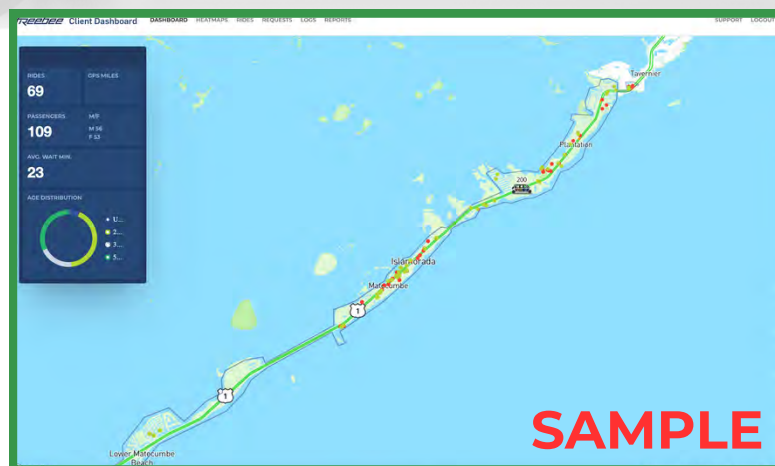
- Completed ridership
- Demographic information
- Origin & Destination information as a heat map
- Trip durations
- Trip request method
- Vehicle occupancy

SECTION 2 - Approach to The Scope of Service

- Vehicle Miles Traveled
- Total hours of operation
- Peak and low ridership hours (including dead volume)
- Level of Service and Headway for ridership
- Average Wait Time
- Average Pickup Time
- Estimated Scope 1 greenhouse gas prevention per passenger and in aggregate
- Average Operator Rating
- Number of Unique Riders
- Cost per ride
- WAV Ridership Data
- Customer complaints, incidents, requests, and accommodations

Dashboard:

The central hub, serving as the homepage, provides real-time tracking of all vehicles. It offers a comprehensive overview of key daily statistics, including ridership, wait times, male/female count, and age distribution, providing a dynamic and insightful snapshot of the system's daily performance.



SECTION 2 - Approach to The Scope of Service

Heatmaps:

Within this tab, an intricate display unfolds, revealing all pickup and drop-off hotspots within a customizable date range. This feature provides a visually intuitive representation, offering valuable insights into user behavior and service utilization patterns.



Rides:

Within the rides tab, a comprehensive history of every completed ride request is meticulously detailed for any chosen date range. This granular data, rich in information for each ride, can be seamlessly exported to Excel, facilitating streamlined reporting and analysis.

The screenshot shows the 'Rides' tab in the Freebee Client Dashboard. It displays a table of ride data with columns for Ride ID, Vehicle, Created, Pickup, Dropoff, Request to Pick..., Drop..., Pass..., Start, End, Pickup to Drop..., A., M., F., D., and Type. The word 'SAMPLE' is overlaid in red text in the bottom right corner of the table area.

Ride ID	Vehicle	Created	Pickup	Dropoff	Request to Pick...	Drop ...	Pass...	Start ...	End L...	Pickup to Drop...	A...	M...	F...	D...	Type
336907	131 - Villa...	01/15/202...	96075 Ol...	83268 Ov...	31	01/15/202...	2	-80.53441...	-80.61777...	1.8747045	19	1	1	5	app
336933	208 - Villa...	01/15/202...	143 Electr...	69801 Ol...	30	01/15/202...	1	-80.55470...	-80.53798...	0.9411402	25	1	0		app
337007	200 - Villa...	01/15/202...	83268 Ov...	Upper Ma...	2	01/15/202...	1	-80.61772...	-80.63496...	0.5550869	46	0	1	5	app
336939	200 - Villa...	01/15/202...	Old Hwy	83268 Ov...	21	01/15/202...	2	-80.63384...	-80.61757...	1.1626663	28	1	1	5	app
337317	131 - Villa...	01/15/202...	17 Flamm...	81801 Ov...	10	01/15/202...	2	-80.61758...	-80.63388...	0	28	1	1		app
336382	208 - Villa...	01/15/202...	81884 Ov...	87000 Ov...	39	01/15/202...	1	-80.61064...	-80.58886...	0	74	1	0	5	app
336370	208 - Villa...	01/15/202...	81888 Ov...	81410 Ov...	50	01/15/202...	1	-80.63334...	-80.52299...	0.38803897	28	0	1	5	app
335431	200 - Villa...	01/15/202...	218 S Air...	83268 Ov...	25	01/15/202...	1	-80.52093...	-80.61757...	2.5032287	29	1	0	5	app
335645	200 - Villa...	01/15/202...	165 El Ca...	Public la...	36	01/15/202...	2	-80.73094...	-80.61757...	1.7180683	2024	1	1		dispatch
335643	200 - Villa...	01/15/202...	81888 Ov...	81400 Ov...	24	01/15/202...	1	-80.63333...	-80.52287...	4.2342057	46	0	1	5	app
335676	200 - Villa...	01/15/202...	131 Bassi...	81644 Ov...	28	01/15/202...	1	-80.55517...	-80.63728...	1.248328	24	0	1	5	app
335747	200 - Villa...	01/15/202...	83268 Ov...	48 High P...	28	01/15/202...	2	-80.61764...	-80.55074...	0.8828855	66	1	1	5	app
335312	200 - Villa...	01/15/202...	87488 Ov...	86790 Ov...	2	01/15/202...	1	-80.56119...	-80.57124...	0.13265517	21	0	1	5	app
337482	200 - Villa...	01/15/202...	Trading P...	125 Gum...	14	01/15/202...	1	-80.63330...	-80.56491...	0.9612544	87	1	0		dispatch
335254	200 - Villa...	01/15/202...	Winn-Dix...	First Bapt...	17	01/15/202...	1	-80.52403...	-80.64206...	1.6293548	2024	0	0		dispatch
337182	208 - Villa...	01/15/202...	96800 Ov...	81573 Ol...	79	01/15/202...	1	-80.63048...	-80.63849...	1.0040735	58	1	0		app
337179	208 - Villa...	01/15/202...	87000 Ov...	81500 Ov...	25	01/15/202...	4	-80.56874...	-80.52400...	0	60	2	0	5	app
337075	208 - Villa...	01/15/202...	84500 Ov...	87200 Ov...	16	01/15/202...	2	-80.60187...	-80.56943...	0.6488911	58	1	0	5	app
337070	200 - Villa...	01/15/202...	164 Villa...	83268 Ov...	17	01/15/202...	1	-80.56930...	-80.61777...	1.1227013	40	1	0		app
336458	131 - Villa...	01/15/202...	First Bapt...	Winn-Dix...	30	01/15/202...	2	-80.64206...	-80.52403...	0.96697783	2024	1	1		dispatch

SECTION 2 - Approach to The Scope of Service

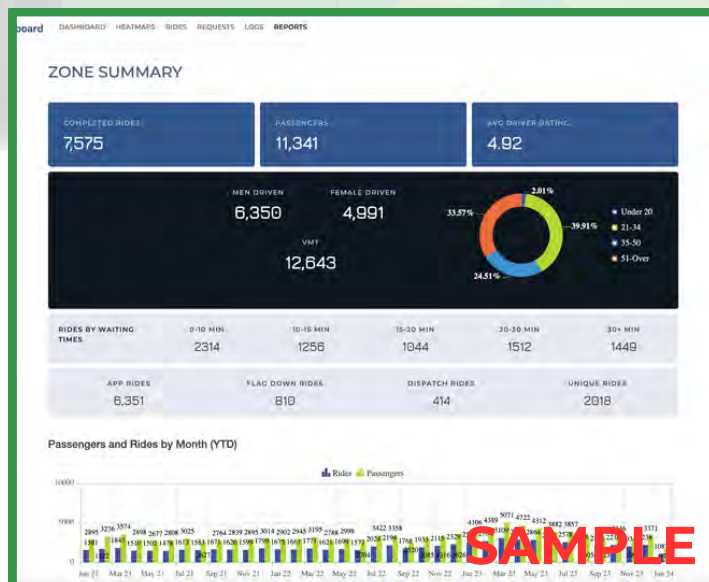
Requests:

The requests tab offers a deep dive into detailed data for any ride that was requested but not completed, providing valuable insights into the dynamics of incomplete ride requests. Additionally, this information is exportable to Excel, ensuring flexibility and ease in further analysis.

Ride ID	Status	Driver Cancel	User Cancel	Created	Pickup	Dropoff
337888	User Cancelled	01/15/2024 04:01:30 PM		01/15/2024 04:36:26 PM	81450-81537 Overseas Hwy	80241 Overseas Hwy
337899	User Cancelled	01/15/2024 04:34:41 PM		01/15/2024 04:33:18 PM	81532 Overseas Hwy	80091 Overseas Hwy
335827	User Cancelled		01/15/2024 10:54:22 AM	01/15/2024 10:51:58 AM	Old Hwy	83268 Overseas Hwy
335905	User Cancelled		01/15/2024 10:51:49 AM	01/15/2024 10:44:27 AM	Old Hwy	83268 Overseas Hwy
337381	User Cancelled	01/15/2024 03:34:24 PM		01/15/2024 03:22:27 PM	91400 US-1	84001 Overseas Hwy
336866	User Cancelled		01/15/2024 02:07:43 PM	01/15/2024 02:01:04 PM	90575 Old Hwy	83268 Overseas Hwy
335640	User Cancelled		01/15/2024 10:01:05 AM	01/15/2024 10:00:39 AM	105 El Capitan Drive, Islamorada	Publicis Islamorada
337029	User Cancelled	01/15/2024 04:05:39 PM		01/15/2024 04:00:12 PM	84861 Old Overseas Hwy	99 Madeira Rd
335446	User Cancelled		01/15/2024 09:18:11 AM	01/15/2024 09:02:19 AM	100 Iniquis Dr	208 Plantation Dr
335323	User Cancelled		01/15/2024 08:28:03 AM	01/15/2024 08:25:50 AM	214 Preston St	120 Parle Salvo Dr
335582	User Cancelled		01/15/2024 01:31:46 PM	01/15/2024 01:11:01 PM	81621 Old Hwy	81996 Old Hwy
336207	User Cancelled	01/15/2024 12:09:30 PM		01/15/2024 11:59:37 AM	87435 Old Overseas Hwy	80270 Overseas Hwy
336191	User Cancelled		01/15/2024 11:57:49 AM	01/15/2024 11:57:22 AM	87435 Old Overseas Hwy	87200 Overseas Hwy
336226	User Cancelled		01/15/2024 12:11:27 PM	01/15/2024 12:03:57 PM	91400 Overseas Hwy	83268 Overseas Hwy
338874	User Cancelled	01/15/2024 08:12:19 PM		01/15/2024 07:55:07 PM	149 Iniquis St	82100 Overseas Hwy
338870	User Cancelled		01/15/2024 07:58:48 PM	01/15/2024 07:52:19 PM	82749 US-1	175 Tampa Dr
338742	User Cancelled		01/15/2024 07:10:40 PM	01/15/2024 07:07:06 PM	83268 Overseas Hwy	216 S Airport Rd
338249	User Cancelled		01/15/2024 05:32:51 PM	01/15/2024 05:30:05 PM	110 Madeira Rd	83268 Overseas Hwy
338028	User Cancelled		01/15/2024 06:22:57 PM	01/15/2024 06:22:00 PM	83268 Overseas Hwy	80460 Overseas Hwy
338271	User Cancelled	01/15/2024 06:50:36 PM		01/15/2024 05:36:56 PM	98 Madeira Rd	80500 Overseas Hwy

Reports:

Within the reports tab unfolds a visually appealing and comprehensive presentation of all high-level Key Performance Indicators (KPIs) for any designated date range. This report mirrors the detailed monthly reporting provided to the City, offering a sophisticated and user-friendly analysis of the essential metrics.



SECTION 2 - Approach to The Scope of Service

Fleet and Driver Management Tools

Driver App

The driver side perspective of the Freebee app is integral to delivering seamless transportation services. Featuring a user-friendly interface and real-time connectivity, the app empowers our professional community ambassador drivers to efficiently navigate routes, pick up passengers, and ensure a top-tier experience in a safe and efficient manner. Leveraging GPS-based IoT systems, drivers remain connected to the platform, enabling swift response to ride requests and route optimization while maintaining direct contact with the Workforce and dispatch team. When a ride is dispatched, it seamlessly integrates into the app, ensuring consistency in service delivery and enabling comprehensive data tracking. The app's backend data collection system captures vital ride details, passenger preferences, and trip histories, enhancing operational efficiency and service personalization. Enhanced safety measures include a cloud-based camera facing inward towards the driver and passengers, adding an extra layer of security and accountability. By equipping drivers with advanced technology and streamlined processes, the Freebee app elevates the overall quality and reliability of our on-demand transportation service.

Freebee's Dispatch Center

Freebee's dispatch phone center, available throughout our operational hours, is a cornerstone of our commitment to accessibility and inclusivity. Staffed by bilingual representatives, fluent in both English and Spanish, this vital service caters to the diverse needs of our passengers, including seniors, individuals with disabilities, and those without smartphones. Our in-house team of Freebee employees manages every aspect of the dispatch center, ensuring that every interaction is handled with care and expertise. Whether it's assisting with route navigation, addressing concerns, or facilitating bookings, our dispatch center provides personalized support and guidance to enhance the overall passenger experience.

SECTION 2 - Approach to The Scope of Service

Community Ambassador Drivers

Our Drivers are the public-facing representatives of the city's commitment to their residents. An "Ambassador" is someone who represents the community and serves as a vital pillar of the social infrastructure in the community. By actively engaging with the community, they provide accurate, up-to-date information, address questions, and share insights about our on-demand micro-transit service.

We recognize the unique value of local knowledge, which is why we hire Community Ambassadors directly from within the community. Their local expertise allows them to provide personalized guidance and solutions that truly resonate with the community. They are deeply familiar with the neighborhood's rhythms, challenges, and opportunities, positioning them as an essential link between the service and the users who rely on it daily.

Our approach centers on collaboration and community empowerment. Community Ambassadors ensure that our service is responsive to local needs by engaging in regular outreach activities, pop-up information sessions, and community events. Their role is vital in maintaining open channels of communication, addressing concerns, and ensuring that every voice is heard and valued.

Hiring locally means our ambassadors have a personal investment in the success of the service. They have firsthand experience with the challenges residents face. By fostering genuine relationships, our Community Ambassadors ensure that the user experience is seamless, focusing not only on service quality but also on cultivating meaningful connections. Their work is ultimately about empowering residents, enhancing convenience, and ensuring our service feels integrated and natural in the community.

SECTION 2 - Approach to The Scope of Service

Each driver will wear a clearly visible name tag and, in line with city preferences, will be outfitted in our company uniform to maintain a polished and professional appearance. We strictly enforce a policy that prohibits the use of mobile phones, headphones, or any other devices that could cause distractions while driving. The only exception, in accordance with the law, is the use of dashboard or windshield-mounted smart devices and Bluetooth-enabled systems necessary for service delivery. This ensures our drivers can remain fully focused on the road while maintaining access to essential tools for providing up-to-date, accurate information to passengers.

Driver Training

Freebee's training program is a cornerstone of its commitment to safety, service excellence, and ADA compliance, with a focus on collision prevention and alignment with Vision Zero and Safe Streets initiatives. Team members, referred to as community ambassadors, are trained not only to provide transportation but to enhance passengers' overall experience and quality of life. This training builds on courses from the Center for Urban Transportation Research (CUTR) at the University of South Florida (USF), supported by the DOT. Freebee further incorporates street-calming techniques, encouraging drivers to adopt safe driving habits that slow traffic and expand their field of vision, creating a more observant and aware operation.

Freebee's training program also plays a critical role in ensuring compliance with ADA requirements. All drivers are trained to assist passengers with disabilities, providing curb-to-curb assistance and promoting unity and integrity among all community members through equitable transportation. Before operating any Freebee vehicle, employees must complete and pass the "Disability Etiquette for Transit Operators" course, paratransit training, and the "Securement" lessons provided by the developers of the securement devices in all Freebee vehicles. Additionally, Freebee drivers must complete a custom "Freebee Wheelchair Lift Operation" course along with in-person training on restraint and lift operations.

SECTION 2 - Approach to The Scope of Service

In collaboration with the City of Plantation, Freebee will provide expert trainers with deep knowledge of the company's technology and systems, including veteran team leaders and Operations Managers. The training plan will include a mix of remote and on-site sessions, tailored to the needs of staff, and scheduled during regular business hours for optimal participation. Detailed user manuals, the Freebee Handbook, and the Freebee SSPP will be provided to ensure all team members have a thorough understanding of the system. Freebee also commits to regularly updating training materials and delivering the latest documentation to Plantation as needed, ensuring ongoing compliance with FDOT, OSHA, and 14-90 reporting requirements.

Fleet (Fleet Standard)

Plantation's micro transit service brings forth a new era of sustainable transportation with its implementation of a 100% electric fleet, consisting of cutting-edge Tesla SUV's and ADA Wheelchair accessible vehicles. By leveraging these environmentally-friendly vehicles, the City of Plantation not only revolutionizes the way people travel but also prioritizes the health of our planet. The utilization of electric vehicles significantly reduces greenhouse gas emissions and air pollution, leading to cleaner and healthier communities. Additionally, the integration of advanced technologies and high-performance vehicles like the Tesla SUV ensures an efficient and reliable transportation experience for passengers. With Plantation's commitment to sustainability and innovation, we are not only reshaping the transportation landscape within the City but also paving the way towards a greener and more eco-conscious future.

Based on the budget outlined in the RFSP, our Phase 1 Midtown service will operate with a fleet of three (3) vehicles. We recommend a fleet consisting of three (3) Tesla SUVs, along with one (1) ADA-compliant wheelchair-accessible Toyota Sienna vehicle to accommodate passengers with special needs. This ADA vehicle will also serve as a backup in the event that one of the primary vehicles requires maintenance, ensuring uninterrupted service and full accessibility for all riders. We have also considered alternative options for a secondary ADA vehicle. However, based on the size of the service zone and our commitment to delivering the most cost-effective solution for the City, we strongly recommend the Toyota Sienna over the Lightning Transit Passenger Van. This choice ensures optimal performance and value while meeting the City's needs.

SECTION 2 - Approach to The Scope of Service

Tesla Sedan

Tesla Sedan is one of the safest SUVs ever built and provides a unique experience for anyone who steps foot within the vehicle. This all-electric luxury SUV has an interior with spacious seating with the largest all- glass panoramic windshield in production. The vehicle is rated highly for safety with a 5 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). Tesla's powertrain is the best in class and delivers unparalleled performance in all weather conditions. The Tesla will allow for top operating capacity, with a battery range of over 250+ miles and the ability to recharge 50% of the battery within only 15 minutes.

- All-electric drivetrain
- Long-range battery options
- Fast charging capabilities
- Advanced autopilot and self-driving features
- Large touchscreen display for vehicle controls and entertainment
- Over-the-air software updates for continuous improvement
- Superior safety ratings
- Spacious interior with ample cargo space
- High-performance acceleration and handling
- Minimalist design with premium materials
- Integration with mobile app for remote monitoring and control
- Built-in navigation system with real-time traffic updates
- Enhanced security features like sentry mode and cabin camera surveillance.



SECTION 2 - Approach to The Scope of Service

Toyota Sienna Hybrid 2023 XSE

The bold accents and athletic stance of the 2023 XSE Toyota Sienna will show passengers that functionality and style aren't mutually exclusive. Passengers who request accommodations will receive the same level of luxury service they deserve and should expect to receive. The 2023 Toyota Sienna is currently the only AWS hybrid vehicle within the US that meets and exceeds ADA compliance with the FMTS compliance standards requirements for the National Mobility Equipment Dealers Association (NMED).

- 4 ambulatory passenger seats
- Integrated backup camera
- Pre-collision automatic braking
- Low easy access Side loading for wheelchair accommodations
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Fire Extinguisher
- Spill kits
- First Aid Kit
- Safety triangles
- Black heated power outside mirrors with blind spot warning indicators
- Hands-free dual power sliding side doors with jam protection
- Retractable row for additional seating when not in use for wheelchair accommodation.



SECTION 2 - Approach to The Scope of Service

Ford Lightning Transit Van

The Lightning Motor Electric, Zero Emission Ford Transit Passenger Vans are 100% electric with a seating capacity of up to 12 ambulatory passengers, which goes down to 5 ambulatory passengers when transporting two people in a wheelchair. The vehicle is rated highly for safety with a 4 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). This vehicle is an ideal vehicle for fixed route service and special events due to its size, safety, and functionality.

- Top Speed: 65 MPH (Electronically Limited) Insert Van
- Braking: Regenerative
- Level 2 and Level 3 Charging Capability
- Folding door with extended steps
- Slip Resistant floors and handrails
- Certified Braunability Wheelchair lift
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Back-up Camera



Freebee's vehicles, adhering to stringent codes and standards, meet or exceed safety regulations and manufacturer guidelines. Our vehicles are consistently maintained for operational excellence, with any issues resulting in prompt replacement.

SECTION 2 - Approach to The Scope of Service

Compliance with Codes and Standards

Vehicles used for service provision will adhere to all relevant local, State, and Federal Codes, safety standards, and laws. They will meet or exceed the manufacturer's safety and mechanical standards applicable to the specific vehicle model utilized under this contract.

Maintenance and Operational Condition

All vehicles and associated equipment will be consistently maintained in full operational condition, adhering to the manufacturer's recommended maintenance guidelines. Anytime a vehicle does not meet these standards, it will be pulled from operations and replaced with a spare vehicle until fixed.

Exterior Appearance

The vehicles supplied shall have exteriors consistently maintained in a clean condition, free from grime, oil, or any other substances. The exterior surfaces shall be kept in good repair, without cracks, breaks, dents, or significant paint damage that would negatively impact the vehicle's appearance. Our in-house design team will work in partnership with the City to develop attractive vehicle wraps that effectively represent the identity of the Transit system.

Interior Cleanliness and Comfort

The interior of all vehicles will be clean and free from torn floor coverings, damaged or broken seats, and protruding sharp edges. Seats will be adequately padded and comfortable for passengers.

SECTION 2 - Approach to The Scope of Service

Marketing Plan

The Plantation micro transit service, powered by Freebee, is set to revolutionize mobility in the community with a dynamic and innovative marketing approach. Utilizing our in-house creative, marketing, and video production teams — from skilled designers to marketing strategists and videographers — Freebee has developed a proprietary ridership outreach strategy that has consistently increased ridership across our operating zones.

As we introduce the Plantation micro transit service, here are some of the multifaceted strategies we plan to implement:

Press Releases and Media Engagement

We will actively engage the press to keep the community informed and excited about the upcoming services. This includes press releases, media coverage, and interviews to generate anticipation and awareness.

Direct Community Engagement

Our team will conduct in-person visits to businesses, offices, residential complexes, hotels, places of worship, and assisted living facilities to meet, engage, and educate the community about how the Plantation micro transit service enhances local mobility.

Plantation Branded Brochures

These will be strategically placed in high-traffic areas, offering clear, concise information about the service, how to request a ride, and a detailed map of the service area.

Community Ambassadors

Dedicated professionals will continually educate commuters and residents about the new service, addressing questions and providing insights.

SECTION 2 - Approach to The Scope of Service

Targeted Social Media Campaigns

Expertly designed campaigns will geographically target and engage potential riders, leveraging the power of digital platforms to maximize reach and impact. These campaigns will highlight the benefits of the service and promote special offers and updates.

Vehicle Wrapping and Branding

All Freebee vehicles will be wrapped in a design consistent with the existing Transit service, ensuring brand continuity and visibility. Our in-house design team will collaborate with the City to create visually appealing wraps that reflect the Transit's identity.

Additionally, Freebee enhances this model by partnering with local businesses to offer them free advertising on the Ride Freebee mobile app. This platform allows businesses to offer exclusive deals and discounts, attracting more passengers to their locations—a service provided courtesy of the City of Plantation. Moreover, the app promotes public services such as parks, farmers' markets, and special events, further enriching community life and increasing the visibility of the on-demand transit service.

Prior to the launch in Plantation, Freebee and the City will establish a comprehensive marketing and promotional plan. All marketing collaborations will require the City's approval, ensuring that all promotional materials are reviewed and approved by the City before their use. This holistic marketing approach not only elevates the visibility of the service but also fosters a deeper connection with the community, setting the stage for a successful launch and sustained growth in ridership.

SECTION 2 - Approach to The Scope of Service

See below for our phased marketing strategy pre launch, during launch, and after launch:

Pre-launch Phase:

Identify Target Ridership Audience:

Conduct comprehensive market research to identify the primary target audience for the Plantation micro transit service, including commuters, students, tourists, and local neighborhood residents.

Partnerships and Community Engagement:

Forge strategic partnerships with local businesses, stakeholders, and community organizations to enhance service visibility and engagement.

Public Relations:

Develop and distribute press releases to local media outlets, highlighting the unique benefits and features of the service. Secure media coverage through interviews and feature stories to generate excitement and anticipation.

Digital Presence:

Leverage social media platforms, local online forums, and targeted online advertising to connect with the local community and build anticipation for the service.

Activations:

Deploy a local street team to engage and educate about the upcoming service at events and places where potential riders gather.

SECTION 2 - Approach to The Scope of Service

Launch Phase:

Promotional Campaigns:

Roll out a multi-channel marketing campaign encompassing traditional and digital marketing channels to maximize reach and impact.

Launch Event + Ribbon Cutting:

Organize a high-profile launch event to generate buzz and engage the local community. Include a ribbon-cutting ceremony to mark the official launch of service.

Continued Community Engagement:

Maintain active engagement with the community through collaborative efforts, joint promotions, sponsorships, and participation in local events.

Continued Activations:

Sustain efforts to engage and educate residents, workers, and visitors about the benefits and convenience of using micro transit for their transportation needs.

First Six Months:

Localized Marketing Collateral + Distribution:

Develop visually appealing and informative marketing collateral such as brochures, pamphlets, and posters tailored to the local community. Distribute these materials across key locations to raise awareness of Plantation's new service.

Ongoing Community Engagement:

Actively participate in local events, festivals, and community gatherings to foster connections and promote micro transit as a convenient and eco-friendly mobility option.

SECTION 2 - Approach to The Scope of Service

User-generated Content with Local Influencers:

Encourage riders and local influencers to share their positive experiences on social media platforms using designated hashtags.

Data-driven Optimization:

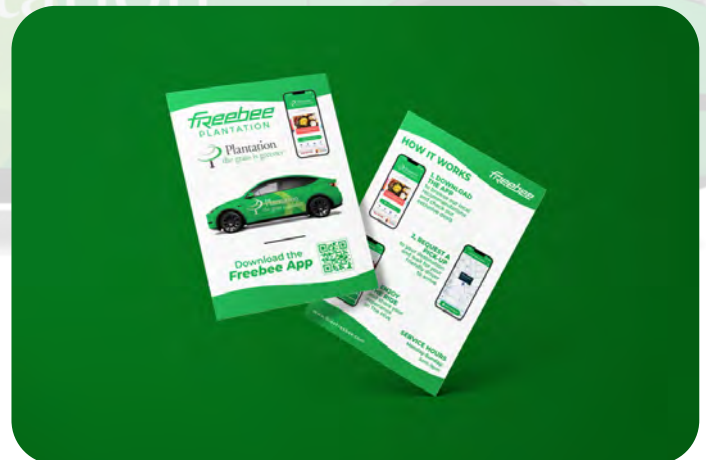
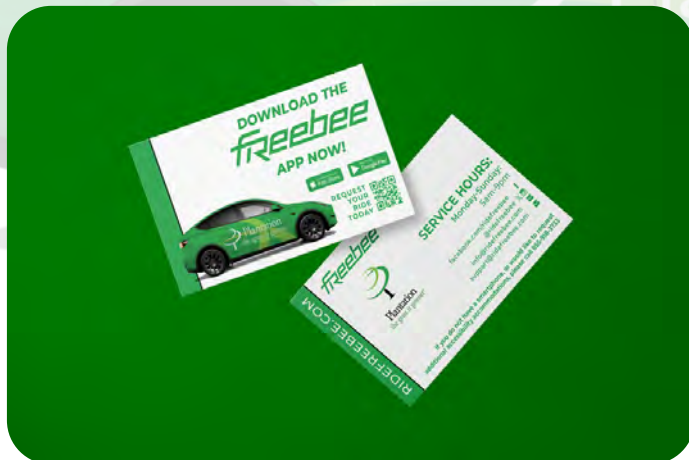
Continuously analyze ridership data, including peak usage times and customer feedback, to optimize service operations and enhance the overall user experience.

Customer Feedback Surveys:

Establish various channels for customers to provide feedback, including in-app surveys, email, or dedicated feedback forms, to gather insights.

Partnerships and Local Endorsements:

Strengthen partnerships with local influencers, community leaders, and businesses to amplify brand endorsements and increase service visibility within the community.



SECTION 2 - Approach to The Scope of Service

Economic Resilience Strategy

The most powerful marketing tool Freebee utilizes to market the service and increase ridership is the technique of utilizing the existing Social Capital of the community. Freebee does this by serving as an Economic Resiliency tool for local businesses.

Freebee achieves this technique by utilizing Social Capital by developing partnerships with all the local businesses in the area and providing them with free advertising through the mobile app. Each business has the capability to offer our riders exclusive deals and discounts on the platform, which in turn, helps to physically drive traffic back to their locations again. This promotion is free to all local businesses and communicated that it is provided courtesy of the City of Plantation. The mobile app platform provides the same value in promoting public services like parks, farmers' markets, special events like ribbon cuttings, the library, health services, and rapid transit connectivity. This strategy in turn provides a compounding effect by utilizing the marketing influence of all partnering local businesses to promote the new micro transit service and increase ridership.

Customer Service

Freebee's customer service procedures are designed for swift and efficient resolution of all inquiries, ensuring a seamless experience for riders while relieving our clients of any additional workload. We offer a comprehensive approach to receiving and addressing concerns through multiple channels, including web inquiries, direct messages, social media, and in-app reviews. Once a complaint or inquiry is received, it is promptly logged into our customer service system to ensure that every issue is tracked and handled with care. Freebee is committed to addressing all customer service inquiries within 24 hours at the latest, with most being resolved within 1-2 hours.

SECTION 2 - Approach to The Scope of Service

Our customer service team is thoroughly trained to handle inquiries across all platforms, prioritizing timely and empathetic responses, without requiring any intervention or support from our clients. For more complex issues, matters are escalated to senior staff to ensure they receive specialized attention. Post-resolution, we actively seek customer feedback to measure satisfaction and continuously improve our services. This structured, inclusive, and responsive approach highlights Freebee's commitment to delivering exceptional customer service while allowing our clients to focus on their core priorities, as we take full responsibility for handling and resolving all rider concerns.

Safety Compliance Plan

Freebee's safety compliance stems from the Freebee System Safety Program Plan, necessitating comprehensive steps to ensure the safety and security of all personnel and property. Freebee provides extensive training and utilizes all necessary safety precautions and devices in connection with delivering the service. The purpose of this plan is to ensure that Freebee delivers its passengers safe, reliable, and efficient micro transit services. This plan details the key operational control measures and procedures that Freebee implements to meet its operational objectives and enhance service quality. This operations and maintenance plan applies to all facets of Freebee's micro transit services, encompassing vehicles, drivers, customer service, and day-to-day operations.

Freebee's operational objectives are to:

- Ensure the safety of its passengers and drivers at all times.
- Provide reliable and on-time service.
- Deliver exceptional service and support.
- Maintain clean and well-maintained vehicles.
- Continuously enhance service quality based on feedback and data analysis.

SECTION 2 - Approach to The Scope of Service

To achieve its operational objectives, Freebee will implement the following control measures:

- Conduct background checks and thorough training for all drivers to ensure they are qualified and capable of delivering safe and reliable service.
- Implement regular vehicle maintenance schedules to keep vehicles in optimal condition and reduce the likelihood of breakdowns or accidents.
- Monitor and track service performance, including on-time performance, driver behavior, incidents, and passenger feedback, to identify areas for improvement and take corrective action when necessary.
- Provide ongoing customer service training to drivers and support staff to ensure they are equipped to handle passenger inquiries, complaints, and issues in a professional and satisfactory manner.
- Maintain and enhance the Freebee dashboard for collecting and analyzing passenger feedback, including complaints and suggestions, to identify trends and areas for improvement.
- Review the SSPP annually and update it as necessary.
- Monitor current industry standards and trends.

Operations Assurance Procedures

To ensure that its operational control measures are effectively implemented, Freebee will:

- Conduct regular audits and inspections of vehicles, drivers, and operations to ensure compliance with safety, quality, and regulatory standards.
- Monitor and analyze key performance indicators (KPIs) related to safety, reliability, customer service, and operational efficiency to identify areas for improvement and take corrective action when necessary.
- Conduct regular training and refresher courses for drivers and support staff to ensure they are up-to-date with the latest safety and quality standards and protocols.
- Establish an operations assurance team responsible for monitoring and improving service quality, as well as responding to passenger complaints and issues.

SECTION 2 - Approach to The Scope of Service

Maintenance Procedures

Daily preventative maintenance checks designed as Pre and Post-shift Vehicle Inspection checklists are built into the driver side of the mobile app and must be completed before the driver can access ride requests. The checklist ensures that the vehicles are in safe and proper working condition. In addition to the checklist, all staff are trained on how to clean and sanitize the vehicle at the beginning and end of every shift. A more thorough performance maintenance check will be performed quarterly on all vehicles by a trained staff member. All maintenance, incident, and mechanical activity are logged within the Freebee platform and transparently shared with partnering municipal staff. In the event of an incident or mechanical issue with a vehicle, a spare vehicle will be dispatched within the same day or the following day relative to the time of the incident. Through this comprehensive approach, Freebee aims to provide ongoing transportation services that maintain a high standard of system safety, are reliable and efficient, and meet industry standards along with state and federal requirements.

Incident Response

To address service interruptions and ensure minimal disruption to the City of Plantation's transportation services, Freebee will implement a comprehensive and responsive protocol. This protocol prioritizes rapid communication with the City, efficient vehicle repair or replacement, and transparent communication with passengers. In case of service interruption, staff members who become aware of the issue are tasked to alert our control center, which may also be activated automatically by sensors within vehicles.

SECTION 2 - Approach to The Scope of Service

This contact evaluates the situation and communicates the details to drivers. Drivers are responsible for relaying this information to passengers and providing alternatives if available. In the event of an accident involving a Freebee vehicle, drivers must first ensure the safety of everyone involved, contact emergency services if needed, and report the accident in more detail to the control center. Drivers are also tasked with setting up safety measures at the scene and gathering pertinent information for documentation. For incidents that could impact safety or operations, employees are to promptly notify the control center, which will then coordinate the response depending on the nature of the incident.

All information about the incident will be documented and maintained as outlined in the Freebee SSPP and shared with The City of Plantation's staff. Furthermore, Freebee emphasizes regular training for all employees to ensure preparedness. The plan will be reviewed and updated annually, and all records will be securely maintained in compliance with the FDOT, OSHA, City of Plantation, and company policies.

Consistent communication of the plan is essential to ensure familiarity with roles and responsibilities. All incidents, accidents, or service interruptions will be communicated to all stakeholders as soon as technically possible and no longer than 24 hours. A compilation of all incidents, accidents, and service interruptions, if any, will be communicated with all stakeholders at or before each monthly reporting period and reviewed by the Freebee accident and incident committee for actionable steps.

SECTION 2 - Approach to The Scope of Service

Immediate Notification

Upon any service interruption, Freebee will notify The City of Plantation immediately, providing detailed information about the nature and extent of the interruption. This ensures that the City is fully informed and can assist or advise on mitigation strategies if necessary. If there is an incident of any scale, our protocol ensures that local authorities are contacted right away after the driver enacts their safety and first-aid training protocols. Following the response to local authorities, the vehicle operator will contact their service area manager and notify the dispatch team, "Workforce," through the driver-side application and directly calling them.

Rapid Resolution Efforts

Freebee is committed to using its best efforts to resume service as swiftly as possible, aiming for a resolution and service resumption within one hour from the time of interruption. This includes prioritizing vehicle repair or replacement with a spare vehicle to ensure minimal downtime.

Vehicle Replacement Strategy

Should a vehicle require repairs that are not immediately rectified, Freebee will deploy a replacement vehicle from a reserve fleet to maintain service continuity. This strategy ensures that service interruptions are kept to a minimum and that passengers experience as little inconvenience as possible. Freebee is uniquely qualified for this with our over 200 vehicles concentrated in South Florida and our in-house vehicle branding team. Freebee has the least points of failure in immediate response compared to any other provider here locally.

Compensation Policy

Freebee acknowledges that no compensation will be provided for any period during which services are interrupted. The focus will be on minimizing the duration of service interruptions to mitigate financial impact and maintain service quality and reliability.

SECTION 2 - Approach to The Scope of Service

Passenger Notifications

During any service interruption, a passenger-friendly message will be displayed on Freebee's mobile application. This message will inform passengers of the reason for the service interruption and, importantly, provide an estimated time when service will be resumed.

Transparency and Updates

The message will be clear, concise, and updated as more information becomes available or as the situation evolves. This service powered by Freebee aims to maintain trust and transparency with its users, recognizing that effective communication is key to passenger satisfaction during unforeseen service disruptions. Our approach to managing service interruptions in The City of Plantation is designed to ensure rapid response, minimal disruption, and clear communication with both the City and our passengers. By implementing these protocols, Freebee aims to uphold high standards of service reliability and passenger care, even in the face of unexpected challenges.

Timeline for Launch

Freebee is prepared to deliver a comprehensive, turnkey solution for the successful launch and ongoing management of Plantation's micro transit service. As a full-spectrum operator, we handle every aspect required to create a dynamic transportation environment—from developing a user-friendly mobile application customized for the City of Plantation, to recruiting and training professional W-2 drivers. We also manage vehicle procurement, maintenance, and the oversight of physical operations facilities, ensuring a smooth and efficient service.

SECTION 2 - Approach to The Scope of Service

The introduction of micro transit follows a strategic, phased rollout plan. This begins with a thorough planning phase to define service objectives, target key demographics, and solidify operational requirements specific to the City's needs. The next stage focuses on the Technology Setup, where we establish a robust technological infrastructure to support efficient micro transit operations. This includes customizing the mobile app and configuring backend systems to provide a seamless, integrated service experience for all users.

By managing all operations in-house and minimizing reliance on third-party services, Freebee maintains full control over quality and performance. This ensures that the City of Plantation receives a reliable, efficient, and community-focused micro transit solution designed to enhance connectivity and improve quality of life throughout the city.

To ensure the successful and timely launch of Plantation's micro transit service, we have outlined a detailed and strategic plan:

Phase 1: 2-4 Weeks

Planning Phase: In the first phase, the team will define the service objectives, identify target demographics, and ensure all vehicle procurement, service area mapping, and operational requirements are in place. This phase will include conducting thorough market research to understand the community's needs and address potential challenges proactively.

Charging Station Location and Permitting: Initial planning for charging station locations and the necessary permitting will also commence during this week, ensuring timely and efficient installation to support the electric fleet.

SECTION 2 - Approach to The Scope of Service

Phase 2: 2-4 Weeks

Technology Setup: In this phase, the mobile development team will establish the critical technology infrastructure to support the microtransit service. This includes configuring the mobile app, implementing backend systems for real-time vehicle tracking and dispatch, and integrating reporting, processing, and customer support features customized for the City of Plantation. These systems ensure seamless operations and a user-friendly experience for all riders.

Community Ambassador (Driver) Recruitment: We will begin the recruitment process to identify and onboard highly skilled driver ambassadors, who are key to the success of the service. Our focus will be on selecting individuals with exemplary driving records, strong customer service skills, and a steadfast commitment to safety.

Community Awareness and Engagement Planning: At the same time, we will begin developing targeted marketing campaigns and community outreach strategies. This will involve planning events, forging partnerships, and coordinating media engagement to build widespread awareness and excitement for the upcoming launch of the service.

Phase 3: 2 Weeks

Community Ambassador (Driver) Training: Training for newly recruited drivers will start immediately, covering essential areas such as mastery of our advanced technology platform, customer service excellence, rigorous safety protocols, and operational best practices to ensure a smooth and safe launch.

Community Awareness and Engagement Implementation: We will kick off our planned marketing and community engagement activities, officially introducing residents to the **Plantation Connect** service. These efforts will encourage the community to explore and embrace this new, convenient transit option.

SECTION 2 - Approach to The Scope of Service

Phase 4: 2 Weeks

Community Ambassador Training Completion: All training modules will be finalized, ensuring our team is fully equipped to provide exceptional service from day one. Our staff will be well-prepared to deliver a smooth and efficient rider experience, with a strong focus on customer service and safety.

Soft Launch: The service will undergo a soft launch, operating at a reduced capacity to test functionality, address any technical adjustments, and gather valuable user feedback. During this controlled phase, the operations team will closely monitor performance, making real-time adjustments to ensure the service runs smoothly and meets community expectations.

Phase 5: (Launch by July 1st, 2025):

Official Launch: In the final week of June 2025, Freebee will finalize all service preparations, including vehicle inspections, tech checks, and route optimization. The service will officially launch with a **ribbon-cutting ceremony on or before July 1st, 2025**. This event will mark the formal debut of the micro-transit service to the public, reinforcing community engagement and showcasing the benefits of the service.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Service Level Data

At Freebee, we are committed to delivering an exceptional transportation experience that aligns with the highest standards of service and sustainability. Our approach focuses on providing seamless, efficient, and environmentally responsible mobility solutions. We recognize that to build trust and satisfaction with our riders and the community, we must consistently meet and exceed key service performance metrics.

To that end, we are dedicated to achieving excellence in the following areas:

- a. **Average Wait Time:** We strive to keep average wait times as short as possible, aiming for minimal delays and ensuring that riders can rely on timely pickups for an efficient and convenient experience. We are committed to ensure average wait-time stays within 10-15 minutes of request.
- b. **Average Trip Rating:** We commit to maintaining high satisfaction levels, targeting an average trip rating of 4.9 stars (out of 5) or higher across all service areas, ensuring passengers consistently experience safe, comfortable, and enjoyable rides.
- c. **Average Time to Resolve Complaints:** Our goal is to resolve all customer complaints within 24 hours, with the majority addressed within 1-2 hours, ensuring prompt attention to any issues and maintaining a high level of customer satisfaction.
- d. **Average Response Time to Calls and Emails:** We are committed to responding to all calls and emails within 24 hours, ensuring clear and fast communication with our riders and community members.
- e. **Maximum Percentage of Missed, Declined, and Cancelled Trips:** We aim to keep the percentage of missed, declined, or cancelled trips by Freebee below 5%, ensuring that the vast majority of ride requests are fulfilled and that riders can count on reliable service.

SECTION 2 - Approach to The Scope of Service

f. **Percentage of Trips in Low-Emissions Vehicles:** In support of our commitment to sustainability, we will ensure that 100% of trips are completed in low-emission vehicles, contributing to a cleaner and greener environment.

g. **Percentage of Trips Served in Hybrid/Electric Vehicles:** We are dedicated to reducing our carbon footprint and will ensure that 100% of trips are conducted in hybrid or electric vehicles, further promoting eco-friendly transportation solutions.

Enhanced Value Innovative Concepts

Local Business Focus – Economic Development

Freebee's platform goes beyond transportation by serving as a localized community guide that actively promotes local businesses, city events, and public service announcements—all at no cost. As the only platform in the world that offers this unique feature, Freebee provides free advertising to all local businesses, giving them a direct channel to reach riders and community members. Through the “Ride Freebee” mobile app, businesses can engage users with exclusive deals, discounts, and recommendations, increasing foot traffic and encouraging people to shop locally rather than ordering from neighboring cities. This approach helps keep local dollars circulating within the community, fostering economic growth.

Moreover, the platform is a dynamic resource for the City of Plantation, allowing the city to promote local events, city services, and public announcements directly to residents and visitors. From highlighting upcoming city events and park activities to sharing health services and library updates, Freebee's platform ensures that community members have access to essential, localized information at their fingertips. By creating this integrated system that benefits both businesses and public services, Freebee supports the overall growth of the local economy while enhancing the community's connectivity and engagement. The platform's unique ability to combine transportation with economic development and city promotion sets it apart as a vital tool for community growth and engagement.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

COMMUNITY OUTREACH – Strengthening Local Business Connections



Through hands-on community outreach, Freebee engages directly with local businesses, HOAs, and hotels to spread awareness about our services. By going door to door, we foster personal connections, distribute valuable marketing collateral, and educate the community about how Freebee supports local commerce and economic development.



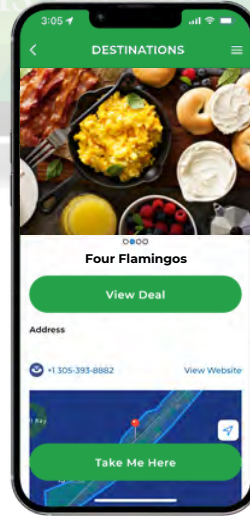
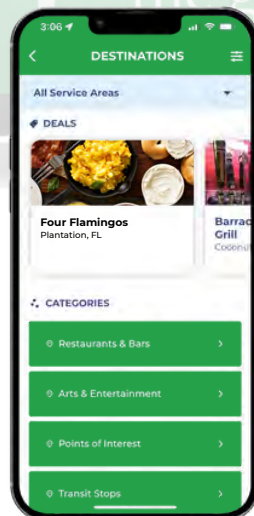
*hours
spent in
the field
each year*

APP INTEGRATION – Supporting Local Business Growth

Freebee's mobile app is more than just a ride-hailing tool — it actively promotes local businesses by offering users exclusive deals and direct transport to business locations. This seamless integration between mobility and commerce not only supports economic development but also enhances community engagement by making it easier for users to explore and support nearby businesses.



Business Profiles



SECTION 2 - Approach to The Scope of Service

Community Engagement

At Freebee, community engagement is central to our micro-transit service. We aim to be more than just transportation. We strive to be an integrated part of residents' daily lives, ensuring everyone feels heard and valued.

Freebee engages through regular outreach, pop-up information sessions, local events, and open communication channels. By being present, we understand and adapt to each neighborhood's unique needs. This involvement helps us tailor our service to fit naturally into the community.

Our focus on community relationships goes beyond providing rides. We actively listen to residents, gather feedback, and adapt our solutions to reflect their input. This approach empowers residents and gives them a sense of ownership.

Freebee collaborates with community stakeholders to keep our service flexible and responsive. This adaptability helps ensure our transit solution evolves with the community, enhancing convenience and fostering connection.

The result is a user-centered service that builds community pride and partnership. Residents become partners in shaping their transit options, making Freebee a valued community asset that enriches everyone involved.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

TRADE SHOWS – Showcasing Innovation in On-Demand Microtransit



As a leader in on-demand microtransit, Freebee provides best in-class knowledge and findings by actively participation in trade shows and industry conferences. By showcasing our innovative, sustainable transportation solutions, we drive economic development and demonstrate our commitment to cutting-edge mobility options that enhance urban planning and community connectivity.



Annual Trade Shows



Annual Presentations

COMMUNITY EVENTS – Driving Local Engagement & Awareness

Freebee is proud to be a vital part of local communities, actively participating in parades, holiday events, and neighborhood celebrations. These events not only highlight our dedication to community engagement but also create direct opportunities to promote local economic growth by connecting residents and visitors to nearby businesses and attractions.



Annual Events



SECTION 2 - Approach to The Scope of Service

Additional Resources Available

Freebee's business success is deeply rooted in closely woven community relationships that form the foundation of trust our service thrives on. This strong community engagement has facilitated a steady and organic geographic expansion from our founding communities, allowing us to build a model of growth that is both authentic and reliable. This approach enables us to implement accurate, timely, and nearly autonomous solutions and enhancements that often go unnoticed due to the seamless nature of our operations that flows so smoothly. As a result of this success, we have consistently focused on incrementally enhancing our existing service areas and nurturing our relationships within those communities, because this is our home as well.

Logistically, this integration enables an extensive network of vehicles, staff, mechanics, and resources strategically positioned at the ready all around the City of Plantation in every direction. With a larger resource pool than any other on-demand micro transit operator in the region, Freebee is uniquely equipped to meet the diverse transportation needs of the community. The main office, located north of Miami, ensures that a significant number of vehicles and trained staff are readily available to address any logistical requirements efficiently. This robust infrastructure not only facilitates seamless operations but also includes safe storage solutions for vehicles during emergencies, such as flooding and hurricanes, thereby reinforcing Freebee's commitment to reliability and community support in times of need.

SECTION 2 - Approach to The Scope of Service

Plantation Service Team

The Freebee Plantation Service Area Project Team is carefully structured to ensure top-tier service delivery and operational excellence. Each team member plays a critical role in enhancing the efficiency of our microtransit services. Chris Walker, as the Performance Territory Manager, will oversee daily operations, ensuring customer satisfaction and optimizing performance metrics. Team Leaders will provide logistics support and maintain a strong community presence with 40 hours a week on-site. Our Community Ambassadors, trained to offer exceptional customer service, will not only operate the vehicles but also serve as knowledgeable representatives of the community. John Janusz, as the Economic Development Manager, will focus on connecting service users with local businesses to boost foot traffic and engagement.

Freebee's team development strategy is rooted in years of experience delivering successful microtransit services across South Florida. Our approach is strengthened by our deep understanding of the local workforce, allowing us to assemble a team that is both highly effective and adaptable to community needs. A key aspect of our philosophy is hiring local talent, who bring an inherent understanding of the area's culture and transportation patterns. This not only improves service quality but also fosters trust with riders and supports the local economy.

This team structure ensures Freebee provides robust, day-to-day operational support tailored to the unique needs of Plantation. Further details about our Key Staff and their roles will be outlined in Section 4 of the proposal.

SECTION 2 - Approach to The Scope of Service

Cost Containment Strategies

Freebee is dedicated to implementing effective cost containment strategies to ensure the long-term success and sustainability of our partnerships with municipal clients. Through a combination of strategic vendor relations, in-house management, electric vehicle operations, and innovative revenue models, we consistently reduce operational costs while maintaining high-quality services. Key cost containment strategies include:

Incentives and Grants: Freebee actively pursues federal, state, and local incentives and grants aimed at promoting electric vehicle adoption and innovative transit solutions. These financial incentives help offset both initial capital investments and ongoing operational expenses. For example, we have successfully assisted municipalities in securing Department of Transportation (DOT) grants that now cover 50% of operational costs for the next three years. In addition, Freebee has dedicated in-house teams that will work closely with the City of Plantation to identify and maximize grant opportunities, ensuring that the city benefits from all available funding to support its transportation initiatives.

Fare Revenue Implementation: To further support cost containment, Freebee offers the option of implementing a fare revenue system, allowing municipalities to generate additional income from ride fares. This provides a flexible revenue stream to help offset operational costs and ensure the financial sustainability of the service.

Advertising Revenue Implementation: Freebee's platform also creates revenue generating opportunities through advertising partnerships with local and national businesses. Advertising space within the "Ride Freebee" mobile app, on vehicles, and at key community touchpoints generates income that helps offset operational costs. Once implemented, we would provide a 50/50 split on any advertising revenue generated to help lower the costs of the program.

SECTION 2 - Approach to The Scope of Service

Vendor Relations and Bulk Purchasing Freebee has established strong, long-term relationships with key vendors, allowing us to negotiate favorable terms and pricing. By consolidating bulk purchases and leveraging these partnerships, we secure volume discounts on goods and services, passing significant savings directly to our municipal partners.





EXHIBIT “B”

(Rates/Fees/Pricing)

SECTION 6: Cost Detail

BID/PROPOSAL FORM

RFSP NO. 102-24 MICRO TRANSIT PROGRAM

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: Beefree LLC d/b/a Freebee

MICRO TRANSIT PROGRAM - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - Recommended Fleet \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$35.00/hr
SUB-TOTAL 3 Vehicles x \$131,904.63			\$395,713.89

MICRO TRANSIT PROGRAM – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

MICRO TRANSIT PROGRAM – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

MICRO TRANSIT PROGRAM – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ \$131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ \$36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ \$35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

SENIOR MICRO TRANSIT PROGRAM OPTION – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

ADDITIONAL FEES – IF APPLICABLE

Item No.	Description	Unit Cost	Total
1	N/A	\$	\$
2	N/A	\$	\$
3	N/A	\$	\$
4	N/A	\$	\$
5	N/A	\$	\$
GRAND TOTAL			\$

GRAND TOTAL

Item No.	Description	Total
1	Micro Transit Program – All Zones	\$ \$791,427.78
2	Senior Micro Transit Program Option – All Zones	\$ \$527,618.52
Grand Total – Micro Transit Program		\$ \$1,319,046.30

Provide specifications for each Large and small vehicle that is being proposed for this project including seating capacity, make and model.

*** The City reserves the right to increase/decrease quantities**

Number of Calendar Days for service startup	60 Days
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SECTION 6: Forms

GUARANTEE OF PROPOSAL

Name of Company: Beefree, LLC d/b/a Freebee

Street Address: 2312 N Miami Ave

<u>Miami</u>	<u>FL</u>	<u>33127</u>
City	State	Zip

Mailing Address: 371 NE 61st St, Miami, FL 33137

Phone No.: 215-370-5699 Fax#: _____

Email Address: Jason@ridefreebee.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): L12000028728

Federal Employer Identification Number (FEIN): 45-4659887

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Claudia J. Reed
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/21/24
(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.



EXHIBIT “C”

(Documentation required by the City submitted
by the Contractor during the solicitation period
prior to Notice of Award)

SECTION 6: Forms

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Florida

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Jason Spiegel,
who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Beefree LLC, d/b/a Freebee, (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33139 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Managing Partner, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Beefree LLC, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

SECTION 6: Forms

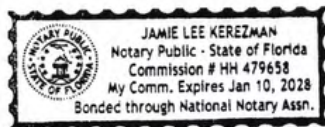
TRUTH IN NEGOTIATION STATEMENT

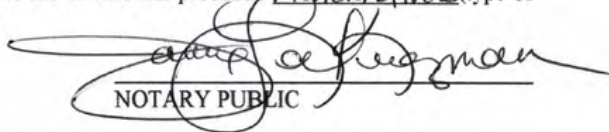
NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jasen Spiegel (name of member, manager, officer, or agent, title of member, manager, officer or agent), of Beefree LLC (name of company acknowledging), a FL (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

My commission expires:




NOTARY PUBLIC

SECTION 6: Forms

PROPOSER'S CERTIFICATION

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF Florida SS
COUNTY OF Miami Dade
On this 21 day of October, 2024 before me, the undersigned authority, personally appeared Jason Spiegel to me known to be the individual described in and who executed the foregoing instrument as managing partner of Beefree LLC, a Florida company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative [Signature]

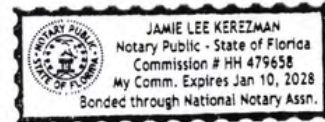
WITNESS my hand and official seal the date aforesaid.

[Signature]
(Signature of Notary Public)

Jamie Kerezman (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)



SECTION 6: Forms

FORMS

Fill in Form

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

- I HEREBY CERTIFY that Jason Spiegel am the (title)
1. I (printed name) Managing Partner and the duly authorized representative of the firm of (Firm Name) Beefree LLC, d/b/a Freebee whose address is 371 NE 61st St, Miami, FL 33137, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: Beefree LLC, d/b/a Freebee

Printed Name: Jason Spiegel

Signature: [Signature] Title: Managing Partner

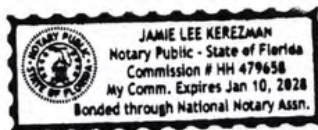
Date: 10/22/24

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10/22/24 (date) by Jason Spiegel (name of officer or agent, title of officer or agent), of Beefree LLC (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1/10/28



SECTION 6: Forms

FORMS

Fill in Form

FIRM PROFILE

1. Firm (or joint venture) Name & Address Beefree LLC, d/b/a Freebee 371 NE 61st St Miami, FL 33137	1e. Licensed to do business in the State of Florida ☒ Yes ☐ No 1f. Name, Title & Telephone Number of Principal to Contact Jason Spiegel Managing Partner 305-330-9450
1a. Firm is ☒ National ☒ Regional ☒ Local FEIN # <u>45-4659887</u> 1b. Firm is a County Certified Small Business ☐ Yes ☒ No 1c. Firm is a County Certified Disadvantage Business Enterprise ☐ Yes ☒ No 1d. Firm is a Certified Minority Business ☐ Yes ☒ No	1g. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. Dedicated Staff: 9 Drivers - 6 Team Leaders - 2 Performance Manager - 1 Support Staff: 15	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A 3a. Has this joint venture previously worked together? ☐ Yes ☐ No	

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RSFP NO 102-24.
2. This sworn statement is submitted by Beefree LLC, d/b/a Freebee (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33137 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Beefree LLC.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

(Signature)

10-22-24

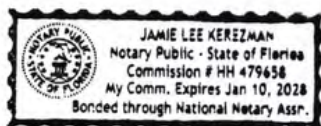
(Date)

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 21 Day of October, 2024 by Jason Spiegel, who is personally known to me or who has produced Florida Drivers as identification.

NOTARY SEAL



NOTARY PUBLIC

SIGN: Jamie Lee Kerezman

PRINT: Jamie Kerezman

Notary Public, State at large

My Commission Expires: 1/10/28

SECTION 6: Forms

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Claudia Miro
Typed name: Claudia Miro

NS
Typed name: Natalie Spiegel

BIDDER:

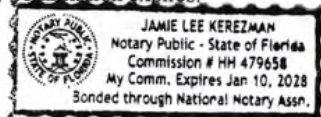
By: Jason Spiegel
Name: Jason Spiegel

Title: Managing Partner

STATE OF Miami Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jason Spiegel who is personally known to me or who has produced Florida Drivers as identification

My commission expires:



Jamie Lee Kerezman
NOTARY PUBLIC

SECTION 6: Forms

DRUG-FREE WORKPLACE

Fill in Form

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

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

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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

Signature 

Jason Spiegel
Printed Name

Beefree LLC, d/b/a Freebee
Bidder Name

10/21/24
Date

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.
- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the

GENERAL TERMS AND PROVISIONS

governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

GENERAL TERMS AND PROVISIONS

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the goods or services to the particular use required.
8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.
9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

GENERAL TERMS AND PROVISIONS

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

GENERAL TERMS AND PROVISIONS

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

GENERAL TERMS AND PROVISIONS

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

GENERAL TERMS AND PROVISIONS

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and or services and has noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

C. The proposed term of this contract shall be an initial term of three (3) years with the option to renew for two (2) additional two (2) year periods.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable 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. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits. 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 be familiar with all federal, state, and local laws that may affect the goods and services being provided.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

GENERAL TERMS AND PROVISIONS

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, “CONTRACTORS”) are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time..

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida’s Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company’s possession. All records stored electronically by the Company must be provided to the City, upon

GENERAL TERMS AND PROVISIONS

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

GENERAL TERMS AND PROVISIONS

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

GENERAL TERMS AND PROVISIONS

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)
- D. 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. (Source: § 288.0071, Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. 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. The Affiant is an adult resident of the State of Florida.

SECTION 6: Forms

GENERAL TERMS AND PROVISIONS

- B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Claudia Spiegel
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/22/2024
(Date Signed)

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2024, by Jason Spiegel, as Managing Partner for Freebee LLC, who is personally known to me or who has produced Florida Drivers as identification.

Notary Public Signature: Jamie Lee Kerezman State of Florida at Large (Seal)

Print Name: Jamie Kerezman

My commission expires: 1/10/28

As the person authorized to sign the statement, I certify that this firm ~~acknowledges and certifies fully~~ with the above general terms and provisions.

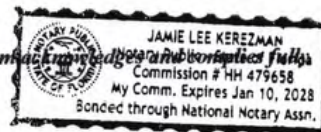


EXHIBIT “D”
(Insurance Requirements)

EXHIBIT “B”

ADDITIONAL INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 797-2210 or email cmorris@plantation.org should you have any questions regarding the terms and conditions set forth in this Article.

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

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

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

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

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

B. Liability Insurance.

(1) Naming the City of Plantation 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

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORS	personal injury
XX personal injury	

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form	Agent must show proof they have this coverage.
------------------------	--

EXCESS LIABILITY

Per Occurrence Aggregate

XX excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2025

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).

PRODUCER Avante-NEA Insurance Group, LLC 8700 W. Flagler St., Suite 401 Miami FL 33174	CONTACT NAME: Nicole Landrau PHONE (A/C, No, Ext): (305) 221-2400 FAX (A/C, No): (305) 221-2411 E-MAIL ADDRESS: nlandrau@avante-nea.com
INSURED Beefree Holdings, Inc; Beefree, LLC, DBA: Freebee 371 NE 61st Street Miami FL 33138	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Arch Specialty Insurance Company INSURER C: Hartwell Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 16535 21199 54524

COVERAGES**CERTIFICATE NUMBER:** 25/26 Update Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO375996202	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP375996302	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000	
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	Y		HARTFB2401	01/01/2025	01/01/2026	EACH OCCURRENCE \$ AGGREGATE \$ 5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WC375996102	01/01/2025	01/01/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability			C4MQ8253465CYBER2025	01/01/2025	01/01/2026	Limit \$2,000,000 Deductible \$5,000	

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, Primary and Non-Contributory, Waiver of Subrogation apply. Policies contain 30 Days Notice of Cancellation Endt and 10 Days Notice of Cancellation Endt for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**City of Plantation
400 NW 73rd Avenue

Plantation

FL 33317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT “G”
(Acknowledged Addendums)

SECTION 6: Forms

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jason Spiegel, on this 21, day of 2024, 2024 herby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.
RFSP NO. 102-24.

Addenda Numbers Received:

- 1
- 2
- 3
- 4
-
-
-
-

AUTHORIZED SIGNATURE: 
PRINTED NAME OF ABOVE: Jason Spiegel
TITLE OF ABOVE: Managing Partner
COMPANY NAME: Beefree, LLC d/b/a Freebee



ADDENDUM NO. 1

RFSP No. 102-24

TITLE: Micro Transit Program

DATE: September 17, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

CHANGES:

By issuance of this addendum please note that the correct pre-bid non-mandatory meeting date is September 20, 2024 at 11:30AM

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 102-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 2

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: September 25, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – With respect to the information provided in VI. Location, on page#31, it states ‘It is anticipated that service areas may be expanded over time. Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.’

a) Could the City please provide an estimate of the number of vehicles to be assigned for each proposed zone?

Response No. 1 – The City is seeking the vendors best estimate as to the number of vehicles that will be required.

Question No. 2 - Can the City please provide any estimated or forecasted ridership figures for the proposed pilot micro transit in each zone?

Response No. 2 – No.

Question No. 3 – How many drivers does the Agency currently have? And will those drivers also be available for this Micro Transit project?

Response No. 3 – The City is seeking a proposer who can supply a complete turnkey solution, staff will not be provided by the City.

Question No. 4 – Is subcontracting allowed, e.g., to lease vehicles and house them and to recruit drivers for this project?



Response No. 4 – You can propose a subcontractor however you need to disclose all subcontractors and their references with the bid submittal. Additionally, it is up to the proposer to ensure compliance of subcontractors as per the Scope of Services, General Terms and Provisions and the Instruction to Proposers.

Question No. 5 – What is the budget for this Micro Transit project, for year one and in subsequent years?

Response No. 5 – Year 1 - \$400,000.00, future years to be decided.

Question No. 6 – Is a bid bond or bid security required for this RFP?

Response No. 6 – A bond is not needed at this time.

Question No. 7 – Can the City please clarify which current mobile fare payment platform it is using, and does the vendor need to integrate with the current fare payment system?

a. Are there any other integrations required for this project?

Response No. 7 – The City does not have a fare payment system.

Question No. 8 – Does the City require a white labelled Mobile Application?

Response No. 8 – Review the Scope of Services and suggest the best mobile application for the City.

Question No. 9 – Can the City elaborate on its marketing and advertisement requirements?

Response No. 9 – No.

Question No. 10 – Does the City currently use tablets/MDTs? Is the City willing to purchase MDTs from the vendor?

Response No. 10 – The city does not currently have a transit program. Proposer is responsible for providing a complete turnkey system.

Question No. 11 – With respect to the Scope of Work,

- a) Could the City confirm if electric or hybrid vehicles are required for this project?
- b) Could the City please clarify what percentage share of electric or hybrid vehicles is anticipated for this project?

Response No. 11 – The City is requiring the use of EV for this project as described in the Scope of Services.

Question No. 12 – Does the City have the facility to house the vehicles, or does the vendor need to provide the facility?



Response No. 12 – Proposer should provide options. The area suggested by the City is reflected within the solicitation, see page 68.

Question No. 13 – What is the expected Go-Live date with the new vendor?

Response No. 13 – July 1, 2025.

Question No. 14 – Is there a DBE goal for this project?

Response No. 14 – No.

Question No. 15 – Will the City accept electronic signatures on the forms, cover letter, and price proposal?

Response No. 15 – Yes but note there are forms that must be notarized.

Question No. 16 – Is there a page limit for the technical proposal?

Response No. 16 – The maximum file size, regardless of file type, is 1000MB (1GB) per file.

Question No. 17 – Can the City please provide an extension for the submission of proposals?

Response No. 17 – No.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 3

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: October 2, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Could the City please clarify what types of small and large electric vehicles they would prefer and how many passengers the small and large vehicles should accommodate?

Response No. 1 – **Proposer needs to confirm this information based on the scope provided.**

Question No. 2 - According to the Cost Proposal Form on page 41 of the RFSP, does the proposer need to furnish cost estimates for both large and small vehicles for each proposed zone, or can they propose only one type?

Response No. 2 – **Proposer should determine types of vehicles for proposed zones and provide the requisite costs. Review the bid form to confirm costs that have been requested.**

Question No. 3 – As stated in the Cost Proposal Form on page 41 of the RFP, does the vendor need to provide at least one large or small vehicle for each proposed zone?

a. Please elaborate on how many vehicles small and large the City envisions for each zone?

Response No. 3 – **The City expects the Proposer to determine this information.**

Question No. 4 – Can the vendor lease electric vehicles for this project, or must the vehicles be owned by the contractor?

Response No. 4 – **There are no requirements with regard to ownership or lease – that is to be determined by the Proposer.**



Question No. 5 – How many of the vehicles need to be wheelchair capable?

Response No. 5 – As stated within the scope, at least one ADA vehicle should always be available.

Question No. 6 – Can the City please clarify the “Flexible Hourly Fee” for special events, weekends, holidays, etc.?

Response No. 6 – Proposer has to determine their costs. The City is inquiring as to rates for services beyond the standard provided within the RFSP.

Question No. 7 – Does the \$400,000 budget include all four proposed zones of service?

Response No. 7 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

Question No. 8 – Is it mandatory for the proposer to provide a cost proposal for the optional Senior Micro Transit Program option?

Response No. 8 – Proposer has to determine this information. Bid form reflects all items that costing should be provided on.

Question No. 9 – Does the \$400,000 budget also include this optional Senior Micro Transit Program?

Response No. 9 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

PLEASE REVIEW THE RFSP DOCUMENT THOROUGHLY BEFORE SUBMITTING A PROPOSAL.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER’S NAME: _____

CITY OF PLANTATION



REQUEST FOR SEALED PROPOSALS RFSP NO. 102-24

“MICRO TRANSIT PROGRAM – TERM CONTRACT”

PROPOSAL OPENING DATE: October 15, 2024

PROPOSAL OPENING TIME: 11:00AM

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

NON-MANDATORY PRE-PROPOSAL MEETING DATE: September 20, 2024

NON-MANDATORY PRE-PROPOSAL MEETING TIME: 11:30 AM

**NON-MANDATORY PRE-PROPOSAL MEETING LOCATION: 400 NW 73rd Ave,
Plantation FL - Council Chambers**

PROPOSAL REQUIREMENTS

BID BOND –N/A

LIQUIDATED DAMAGES – N/A

**Bids must be received electronically ONLY via the Demand Star website
(<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Bids not
received electronically via Demand Star will be rejected.**

**CONTACT PERSON: ASHA EDWARDS
EMAIL: AEDWARDS@PLANTATION.ORG
PHONE NUMBER: (954) 797-2205**

PROCUREMENT DEPARTMENT



Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

Supplemental Forms

Exhibit A

Exhibit B

Exhibit C



**CITY OF PLANTATION
INVITATION TO BID**

RFSP NO. 102-24
MICRO TRANSIT PROGRAM
CITY OF PLANTATION

ALL RESPONSES WILL BE RECEIVED ELECTRONICALLY VIA THE DEMAND STAR WEBSITE ON OR BEFORE **11:00 AM ON TUESDAY, OCTOBER 15, 2024**. BID DOCUMENTS MAY BE OBTAINED ELECTRONICALLY AT

[HTTPS://WWW.DEMANDSTAR.COM/APP/AGENCIES/FLORIDA/CITY-OF-PLANTATION-PROCUREMENT-DIVISION/PROCUREMENT-OPPORTUNITIES/9B6D13FB-3874-4291-9605-81CF63387A40/](https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9B6D13FB-3874-4291-9605-81CF63387A40/).

BIDS WILL NOT BE CONSIDERED AND CANNOT BE ENTERED ONLINE AFTER THE ABOVE REFERENCED DATE.

IF A BID BOND IS REQUIRED FOR THIS SOLICITATION THE ORIGINAL BID BOND SHALL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, CITY OF PLANTATION, 400 NW 73RD AVE, PLANTATION, FLORIDA 33317, **BEFORE** THE DUE DATE OF THE SOLICITATION.

BIDS WILL BE OPENED, READ AND RECORDED PURSUANT TO STATE OF FLORIDA LAW AND CITY OF PLANTATION CODE.

GENERAL DESCRIPTION OF SCOPE OF SERVICES:

- THE CITY IS REQUESTING PROPOSALS FOR AN ON-DEMAND TRANSPORTATION SERVICE TO TRANSPORT USERS. THE CITY SEEKS TO COMMENCE ON-DEMAND TRANSPORTATION SERVICE AS A PILOT PROGRAM IN THE MIDTOWN DISTRICT.

NON-MANDATORY MEETING WILL BE HELD AT 1:00 PM ON SEPTEMBER 17, 2024 AT 400 NW 73RD AVE, PLANTATION FL - COUNCIL CHAMBERS

ALL QUESTIONS MAY BE ADDRESSED IN WRITING TO ASHA EDWARDS, ASSISTANT PROCUREMENT DIRECTOR, 400 NW 73 AVENUE PLANTATION, FLORIDA. ASHA EDWARDS CAN BE REACHED AT 954-797-2205, MONDAY THROUGH FRIDAY, 8 AM TO 4:30 PM, EMAIL: AEDWARDS@PLANTATION.ORG.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO ACCEPT THE ONE THAT IS IN THE BEST INTERESTS OF THE CITY.

YOURS TRULY,

APRIL BEGGEROW, CITY CLERK
CITY OF PLANTATION

NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting bids for a **Micro Transit Program**. The project will generally consist of, but is not limited to, the following:

- **The City of Plantation is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.**

Proposal Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

Important Time(s) and Date(s):

- Non-Mandatory Pre-Bid Meeting: September 20, 2024 at 11:30am
 - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers
- Bid Opening: October 15, 2024 at 11:00am
 - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original bid security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposal is received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the **Assistant Procurement Director, Asha Edwards**, 400 NW 73rd Avenue, Plantation Florida 33317. Asha Edwards can be reached at 954-797-2205, Monday through Friday, 8AM to 4:30PM, Email: AEwards@plantation.org.

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.
- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the

GENERAL TERMS AND PROVISIONS

governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

GENERAL TERMS AND PROVISIONS

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the goods or services to the particular use required.
8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.
9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

GENERAL TERMS AND PROVISIONS

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

GENERAL TERMS AND PROVISIONS

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

GENERAL TERMS AND PROVISIONS

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

GENERAL TERMS AND PROVISIONS

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and or services and has noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

C. The proposed term of this contract shall be an initial term of three (3) years with the option to renew for two (2) additional two (2) year periods.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable 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. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits. 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 be familiar with all federal, state, and local laws that may affect the goods and services being provided.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

GENERAL TERMS AND PROVISIONS

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, “CONTRACTORS”) are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time..

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida’s Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company’s possession. All records stored electronically by the Company must be provided to the City, upon

GENERAL TERMS AND PROVISIONS

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

GENERAL TERMS AND PROVISIONS

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

GENERAL TERMS AND PROVISIONS

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)
- D. 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. (Source: § 288.0071, Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. 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. The Affiant is an adult resident of the State of Florida.

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- B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

INSTRUCTION TO PROPOSERS

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer
- 1.2 City Rep: City of Plantation, Procurement Director or Designee
- 1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.
- 1.4 Firm: The Proposer with whom City enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.
- 1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents
- 1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.
- 1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.
- 1.9 Product, equipment and/or services – These terms can be used interchangeably throughout this document.

2. COPIES OF SOLICITATION DOCUMENTS:

- 2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.
- 2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

INSTRUCTION TO PROPOSERS

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

- 3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.
- 3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- 3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

- 4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

- 5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

- 6.1. The Bidder shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

- 7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by

INSTRUCTION TO PROPOSERS

the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.

- 7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

- 8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

- 9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.
- 9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

- 10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the

INSTRUCTION TO PROPOSERS

discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

- 11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

- 13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

- 14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.
- 14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that

INSTRUCTION TO PROPOSERS

no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.

- 14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

- 15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

- 15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

- 16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

INSTRUCTION TO PROPOSERS

- 16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.
- 16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

- 17.1. **If required an original proposal security shall be provided.** The amount and type of Proposal Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.
- 17.2. The Proposal Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.
- 17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.
- 17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.
- 17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due**

INSTRUCTION TO PROPOSERS

date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.
- 18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

- 19.1 City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) Firm shall pay City the cost which will be negotiated for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Final Completion.

20. SCHEDULE OF VALUES

- 20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

- 21.1. The work shall be **completed to have this system operational within one hundred twenty (120) calendar days** after the date that the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. The City prefers a full turnkey commuter solution to be implemented and fully functional on or before July 1, 2025.

22. CONTRACT SECURITY

- 22.1. When the Successful Proposer delivers the executed Agreement to City, the required Public Construction Bond or Performance and Payment Bond must



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accompany it. This bond may be required for all Projects having an estimated cost of \$200,000 or greater or such lesser amount. The Public Construction Bond or Performance and Payment Bonds shall also apply to smaller Projects when required by Solicitation Documents.

END OF SECTION

SCOPE OF SERVICES

NATURE OF SERVICES REQUIRED

I. INTRODUCTION

The City of Plantation (CITY) is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.

The CITY seeks to introduce an on-demand transportation service as a pilot program in the Midtown District and, if successful, to expand service into other areas of the CITY (as outlined in Exhibit A). Timing and areas of service expansion will be determined by the CITY.

The pilot program will include short distance, door-to-door electric transportation within the service area boundary to any other point within the service area boundary, and is available to the user upon demand. The intent is to provide first and last mile connectivity to other forms of mass transit, which would take cars off the road, minimize single occupancy vehicles within communities and help free up parking.

All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. There must always be at least one vehicle available which is ADA compliant.

II. GENERAL INFORMATION AND BACKGROUND

The CITY is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. The City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

The intent of this RFSP is to establish a contract to implement point-to-point transportation services ("Program") that will provide CITY residents, visitors and business employees ("Riders") with convenient and efficient transportation options. All vehicles will be electric and must meet Federal Motor Vehicle Safety Standards and CONTRACTOR must supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours/operations during special events requiring additional vehicles, personnel and resources. The CONTRACTOR must provide its own mobile phone application in which the user will be able to locate his or her position in the queue and request a vehicle pickup. The CONTRACTOR should

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also provide a dedicated telephone number that can be utilized to request a vehicle pickup. An ADA compliant vehicle must be available at all times.

System should be operational within one hundred twenty days (120) from issuance of Notice to Proceed.

III. SOLICITATION'S INTENT AND GENERAL EXPECTATIONS

Through implementation of the Program, the CITY desire to meet, at the minimum, the following objectives:

- a. Operate a demand-response system throughout the boundaries of the service area indicated in the map attached as Exhibit A.
- b. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional hours, and/or permanently modify the type of vehicle to a larger van, if needed, with sufficient notice to procure the vehicle based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- c. Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as community ambassadors.
- d. Feature a mobile phone application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup. The mobile phone application should be available from both the Apple Store and the Google Play Store (e.g. available for both iPhone and Android devices). Although a fee for service is not envisioned for the pilot phase, the app should have the ability to work with a secure credit card payment system. Similarly, the app should be able to accommodate discount or promo codes.

A dedicated telephone line for ordering a ride should also be available.

- e. Have the capability to provide data captured from the mobile phone app which includes but is not limited to, number of users, destinations, average wait times, and user peak times, cancellations and declined pickups/trips.
- f. Cut down the time residents, workers and visitors spend in their vehicles circling and idling in hopes of finding parking adjacent to their destination.
- g. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- h. Reduce traffic and vehicle emissions in the Program area.
- i. Support local businesses.

The response from qualified firms must include:

- Full description of the Firm, including size, range of activities.
- Proposal responsive to the CITY's expectations.
- Description of the micro transit ride share management team and each member's experience.
- State, local and/or national government client references.

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- A work plan with the timeline to complete the deliverables outlined in section IV below.
- Years of operation as a provider of micro transit and on demand transportation services.
- Cost schedule (indicate hourly rates for each vehicle and operator, hours expected, and total project cost)
- Complete list of all subcontractors' names, resumes and references for experience in similar services of this nature. Contractor assumes all responsibility for ensuring compliance of subcontractors with contract provisions including indemnification and hold harmless, use of sub-contractors is subject to approval by the CITY.
- Complete list of specifications for each large and small vehicle which will be assigned to this project including make, model and seating capacity.

Firm or project team must meet the following requirements:

- Experience and current knowledge of all aspects of operating and managing a Micro Transit Program.
- Current knowledge of various compliance requirements and industry licensing for this service.
- Knowledge of potential upcoming legal or industry requirements impacting Micro Transit, Ride Share and or On Demand Transportation.
- Ability to provide detailed reports for this service.
- Contractor shall obtain, pay for, and post as needed, all permits and licenses necessary to complete this project. Contractor and subcontractors must maintain current licenses as required.

IV. SCOPE OF WORK AND DELIVERABLES

Service Parameters for Point-to-Point Transportation Services

The use of environmentally friendly (electric) vehicles that meet the FMVSS and supply state-of-the-art charging equipment is required. The vehicles used throughout the term of the contract must be consistent and identifiable with Program branding. The criteria below constitute the CITY's service parameters for the Program:

- a. The Program will serve the CITY's residents, guests and commuters by providing on-demand rides to work, shopping, restaurants, events, and for various appointments within the boundaries of the service area.
- b. All trips must begin and end within the identified service area (see map attached as Exhibit A). Any changes in the service area shall be in writing and mutually agreed upon.
- c. The pilot Program shall be free to users. Tipping is allowed but cannot be solicited by the driver. Tipping jars, or anything that implies tipping is required or encouraged, is strictly prohibited.
- d. Service must be provided in fully-electric vehicles that are on-call via a mobile phone application, phone number or ride-hailing.

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- e. The CONTRACTOR will identify locations for charging stations and the CITY will cooperate as necessary. Charging station equipment installation, and maintenance will be provided by the CONTRACTOR. It is the desire of the CITY that any charging stations located on CITY property shall be made available for use by CITY employees or others during hours when not in use by CONTRACTOR. "Exhibit C" reflects the suggested area for charging stations at the CITY.
- f. Overnight vehicle parking: CONTRACTOR will secure a space to store vehicles at night, when not in service or charging. If vehicles are stored/charged on CITY property, the CITY is not liable for theft or damage that may occur.
- g. All vehicles utilized will be FMVSS and all charging equipment shall be state-of-the-art. At least one ADA compliant vehicle must be available during hours of operation.
- h. 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.
- i. CONTRACTOR shall provide a mobile phone application for requesting rides compatible with both Android and iPhone.
- j. When requesting a ride, via mobile phone application or telephone, riders shall be provided with an estimated time of arrival based on driver availability.
- k. CONTRACTOR shall collect ridership data via app, manual counts when phone calls or rider-hailing. Additionally, CONTRACTOR will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the CITY. Reports to the CITY shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, wait times, locations from which riders are picked up and addresses of drop-off, complaints, mileage, driver's names and suspensions, type of vehicle, number of service hours per vehicle, type of rate, cancellations and/or declined trips and accidents.
- l. When drivers use the mobile phone application to respond to ride requests, the drivers' app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- m. CONTRACTOR must include at least one ADA vehicle as part of the fleet.
- n. CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers will serve as ambassadors for the CITY. Qualified drivers must be screened, hired and trained by CONTRACTOR, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- o. Drivers will undergo any training deemed necessary by the CITY. CONTRACTOR shall provide the CITY with background checks on all drivers. Background check shall include driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR shall not hire any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. CONTRACTOR will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and

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- criminal records at least annually. CITY shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have a valid Florida Driver's licenses(s) and adhere to all CITY, county, and state traffic and driving laws.
- p. Drivers must wear a name tag. CONTRACTOR's company uniform is preferred. CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile devices, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. CITY and CONTRACTOR acknowledge and agree that drivers will be permitted to wear Bluetooth enabled device or similar technology to provide for delivery of services and that drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with laws governing such devices.
 - q. CONTRACTOR must require all persons using the Program to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles. CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
 - r. CONTRACTOR may suspend operation of the vehicles without penalty in the case of extreme weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to provided written notification to the CITY.
 - s. CONTRACTOR will communicate any problems or requests to the CITY through the Program manager or designee.
 - t. Vehicle maintenance and charging must be performed by CONTRACTOR.
CONTRACTOR shall be responsible for the cleanliness of interior and exterior of the vehicle. Vehicles must be maintained in good working order, and be free from graffiti, vandalism, defacement and other damage. Functioning heating and air conditioning systems are mandatory. Open-air vehicles may also be requested on an as needed basis. Use of open-air vehicles is subject to CITY approval.
 - u. CITY reserve the right to require the immediate dismissal of any personnel who fail to meet the standard outline above. Relief personnel shall be readily available throughout the term of the contract.
 - v. Proposed Initial Operating Schedule:

Days	Mon-Thurs	Friday	Saturday	Sunday
Hours of Operation	11AM-10PM	11AM-12Midnight	10AM – 12 Midnight	10AM-10PM

*CONTRACTOR should indicate in their proposal the number of vehicles proposed for each of the proposed zones, as well as the proposed hours of operation. Minimum number of vehicles as well as vehicles to be deployed during peak hours.

V. ADDITIONAL REQUIREMENTS

- a. Contractor shall provide copies of all permits and licenses necessary to complete this project, with their proposal.

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- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Plantation (if applicable).
- c. The Vendor shall provide a mobile phone application platform (must be available for download on both Android and Apple devices) that may include, but is not limited to the following features:
 - Allows customers to request, modify or cancel a ride.
 - Allows customers to rate and review rides.
 - Provides live tracking for customers to confirm driver's location.
- d. Each vehicle shall be equipped with a seat belt cutter, first aid kit, spill kit, and fire extinguisher.
- e. Vendor must ensure all vehicles used are maintained in a first-class state of repair and safe operating condition at all times. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

VI. LOCATION

The Program will commence operations, as a pilot, in the Midtown District which is located north of I-595, south of Cleary Boulevard, west of University Drive and east of Pine Island Road (see map attached as Exhibit A). The on-demand service is expected to take riders to and from locations within the Midtown District.

It is anticipated that service areas may be expanded over time (see map attached as Exhibit A). Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.

VII. CUSTOMER SERVICE

Customer service is of critical importance. The CONTRACTOR will be responsible for addressing all complaints in a timely and courteous manner. CITY staff shall be provided with reports as necessary. Drivers will be educated on CITY programming, area amenities, and serve as community ambassadors.

VIII. OPTIONAL SERVICES

Especially during the Midtown pilot phase, the CITY would like to explore an option wherein rides could be initiated or ended in the Midtown District but could begin or terminate in another region of the CITY (e.g. the ride must be wholly contained within the CITY but could begin or end outside of the Midtown District). A small charge for service may be implemented for this type of service.

As the Program is expanded the CITY would want to allow the rider to connect from one service area to another.

The CITY would like to offer a "ride share" option. The number of riders shall be limited such that each rider has a separate seatbelt and the total number of passengers, including the driver, does not exceed the vehicle's legal capacity.

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As an option, the CITY would like to be able to explore a “senior micro transit program”. It is anticipated that this project would be open for use by residents age 65 or older and would provide them no cost or low-cost transportation to and from identified locations. The CONTRACTOR would work with the CITY to establish a system for seniors to register for the service. The CONTRACTOR would also work with the CITY to determine a list of medical, grocery and/or community facilities to which service would be offered (to and from).

IX. ADVERTISING

The CITY may elect to include the CITY logo and other branding information in a car wrap. CITY must approve the design of the wrap and may modify the design up to (2) two times per year at no cost to the CITY. CONTRACTOR will offer free advertising to local businesses via the mobile phone app and will, in conjunction with the CITY, develop and implement a branding strategy. The branding strategy as well as any changes to the strategy are subject to written approval by the CITY prior to implementation. Initially, the CITY will not permit paid advertising. Subject to the CITY’s prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, providing that such advertising is in accordance with all CITY ordinances, policies and procedures.

CONTRACTOR shall also develop and implement a marketing program to promote awareness of the Program. The CITY shall have the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

CONTRACTOR will include screens in all vehicles with the ability to play audio/video content provided by the CITY.

X. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall be responsible for ensuring that all of its employees are complying, at all times, with the Terms, conditions and Specifications outlined herein. CONTRACTOR shall be responsible for obtaining all necessary permits for charging stations and for compliance with applicable Federal, State and local statutes pertaining to the services to be provided. CONTRACTOR will be responsible for all costs associated with purchasing, operating and maintaining its own fleet of vehicles, including but not limited to purchasing, charging, maintaining, registering, storing of vehicles, and insurance and branding.

XI. INSURANCE

- a. The CONTRACTOR shall not commence any performance pursuant to the terms of the Agreement until certification or proof of insurance has been received and approved by the CITY’s Risk Manager or their designee.
- b. 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

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A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change, or other such notice as is required by the policy. 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.

- c. Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the CITY OF PLANTATION, as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY prior to or upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in Exhibit "B" which is attached and incorporated into this agreement.
- d. Garage Keeper's Liability is not a required insurance coverage under this agreement. The CONTRACTOR waives all claims for loss, theft or damage to CONTRACTOR's vehicles that may be stored or parked on a CITY-owned property.

XII. 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 natures 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 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.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. The

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CONTRACTOR expressly understands and agrees that any insurance 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.

XIII. LICENSURE AND CERTIFICATION

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.

XIV. SUBCONTRACT

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. A list of all sub-contractors must be provided with the proposal.

XV. ASSIGNMENT

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 written consent of the city may result in termination of the Agreement.

XVI. SERVICE LEVELS

Vendor will propose and commit to service levels for all or the majority of the following:

Service Levels Data

- a. Average wait time
- b. Average trip rating
- c. Average time to resolve complaints.
- d. Average response time to calls and emails.
- e. Maximum percentage of missed, declined trips and cancelled trips.
- f. Percentage of trips in low-emissions vehicles
- g. Percentage of trips served in hybrid/electric vehicles.
- h. Other

END OF SECTION

PROPOSAL REQUIREMENTS

RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar.com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1. Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

PROPOSAL REQUIREMENTS

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the proposed services;
- 2) Working knowledge of the City of Plantation;
- 3) Describe the current work load of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the City's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

PROPOSAL REQUIREMENTS

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
- 4) List of tasks to be subcontracted out;
- 5) Resumes, references and work experience for all subcontractors (if applicable);

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for the implementation, successful management and use of the requested services/work and schedule of fees for completion of all proposed services required for this project.

END OF SECTION

Proposal Evaluation Method and Criteria

EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of two (2) Proposers. Upon completion of the

Proposal Evaluation Method and Criteria

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

Proposal Evaluation Method and Criteria

EVALUATION CRITERIA

Criteria for Evaluation	Available Points
Qualifications and Experience / Ability of Professional Personnel ○ Firm's Program Vision, Experience and Project Team. ○ The quality of the firm's professional personnel to be assigned to the engagement/project and the quality of the firm's support personnel and continuity of staff. ○ Ability to perform services and provide technical support throughout the period of engagement ○ Program Safety Compliance Plan ○ Previous contracting experience with the City and other governmental agencies ○ Community Engagement and Marketing Program plan ○ Evidence of insurance ○ Demonstrated experience in performing micro transit/ride share services ○ Software/Application program	30
Quality of Services ○ Functionality and scope of the mobile application and data dashboard ○ The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. ○ High quality level of services to be provided to City ○ Service level plan (to address all complaints/issues etc.)	20
Technical Approach to the Project/Scope of Work ○ Approach to the Project and Methodology ○ Understanding of the City of Plantation needs ○ Technical Soundness of the proposal ○ Applicability of the services offered ○ Meeting the City's operational requirements and objectives	20
Fees ○ Pricing Structure and breakdown ○ Any other Costs	20
Other ○ References ○ Vehicle/fleet standards	10
Maximum Technical Points	100

END OF SECTION

BID/PROPOSAL FORM

RFSP NO. 102-24 MICRO TRANSIT PROGRAM

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: _____

MICRO TRANSIT PROGRAM - MIDTOWN

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

MICRO TRANSIT PROGRAM – MIDTOWN EXPANSION

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

BID/PROPOSAL FORM

MICRO TRANSIT PROGRAM – EASTSIDE

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

MICRO TRANSIT PROGRAM – WESTSIDE

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

SENIOR MICRO TRANSIT PROGRAM OPTION - MIDTOWN

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

BID/PROPOSAL FORM

SENIOR MICRO TRANSIT PROGRAM OPTION – MIDTOWN EXPANSION

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

SENIOR MICRO TRANSIT PROGRAM OPTION – EASTSIDE

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

SENIOR MICRO TRANSIT PROGRAM OPTION – WESTSIDE

Item No.	Description		Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model -	\$	\$
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model -	\$	\$
3	Software/ Application management cost		\$	\$
4	Deployment/On-Boarding cost		\$	\$
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)		\$	\$
SUB-TOTAL				\$

BID/PROPOSAL FORM

ADDITIONAL FEES – IF APPLICABLE

Item No.	Description	Unit Cost	Total
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$
5		\$	\$
GRAND TOTAL			\$

GRAND TOTAL

Item No.	Description	Total
1	Micro Transit Program – All Zones	\$
2	Senior Micro Transit Program Option – All Zones	\$
Grand Total – Micro Transit Program		\$

Provide specifications for each Large and small vehicle that is being proposed for this project including seating capacity, make and model.

*** The City reserves the right to increase/decrease quantities**

<i>Number of Calendar Days for service startup</i>	_____
--	-------

GUARANTEE OF PROPOSAL

Name of Company: _____

Street Address: _____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of _____, 2024 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

_____.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

PROPOSER'S CERTIFICATION

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

PROPOSER'S CERTIFICATION

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned
Secretary of _____ (The "Corporation") authorized to do business in
the State of Florida, having its principle place of business at
_____. The Corporation is duly organized and
existing under laws of the State of _____ and the following is true, accurate and
complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said
Corporation duly held _____ day of _____, _____ at which meeting there was
present and acting throughout a quorum authorized to transact business hereinafter described, and that the
proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said
resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title)
of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said
Corporation, in its name and for its account for _____ (Project Title) and to take
such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable
in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the
Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and
they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the
seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the
same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20__

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This ____ day of _____, 20 ____.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: _____

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*), of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: _____

REFERENCES

The Proposer shall submit the following minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

PROPOSAL COMPANY NAME:

1. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

PUBLIC ENTITY CRIMES

Fill in Form

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - () The reporting person;
 - () The spouse of the reporting person, whose name is _____; or
 - () A child of the reporting person, whose name is _____.
2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
 - () Supplying the following realty, goods, and/or services: _____.
 - () Regulation of the business entity by the governmental agency served by the advisory board member.
3. The following business entity is doing business with or regulated by the governmental agency:

_____.
4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
 - () Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets of capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
 - () Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

☐ The reporting person;

☐ The spouse of the reporting person, whose name is _____; or

☐ A child of the reporting person, whose name is _____.
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

_____.
3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY) (ADDRESS OF ENTITY)
4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;
☐ Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

BIDDER:

Typed name: _____

By: _____

Name: _____

Typed name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires: _____

NOTARY PUBLIC

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

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

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the 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 action 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 the above measures.

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

Signature

Printed Name

Bidder Name

Date

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by _____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of _____ (name of company acknowledging), a _____ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Proposer's Name: _____ **Date:** _____

Base Proposal Total: _____

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☐

Minority Business Enterprise (as defined FL Statutes 288.703): Yes ☐ or No ☐

Submitted Forms:

- | | |
|---|--|
| ☐ Proposers Certification | ☐ Registered as a City of Plantation Vendor |
| ☐ Bid Form | ☐ Signed General Terms and Provisions |
| ☐ Addendums (if any) | ☐ Bid Guarantee Form |
| ☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services | |
| ☐ Bid Checklist and Summary Form | ☐ References |
| ☐ Public Entity Crimes Forms | ☐ Drug Free Workplace Form |
| ☐ Certificate of Insurance | ☐ Conflict of Interest |
| ☐ Firm Profile | ☐ Truth in Negotiation |
| ☐ Non-Collusion Certification | ☐ Corporate Resolution |

Signature: _____

Printed Name: _____

MICRO-TRANSIT ZONES MAP CITY OF PLANTATION

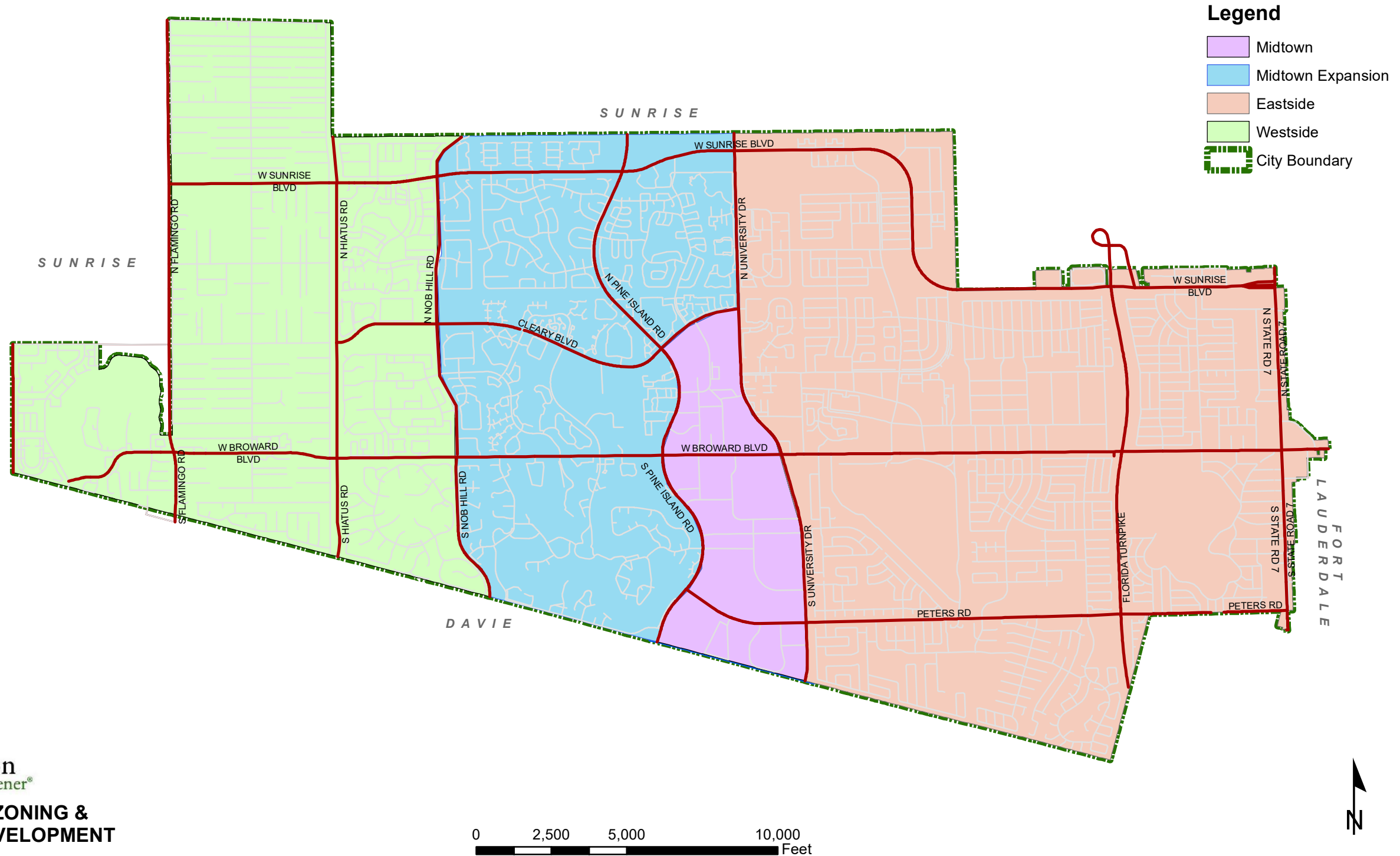


EXHIBIT “B”

ADDITIONAL INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 797-2210 or email cmorris@plantation.org should you have any questions regarding the terms and conditions set forth in this Article.

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

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

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

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

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

B. Liability Insurance.

(1) Naming the City of Plantation 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

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORS	personal injury
XX personal injury	

AUTOMOBILE LIABILITY:

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

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY

Per Occurrence Aggregate

XX excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

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

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

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

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

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

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

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

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

Potential Location of Charging Facility

Parking area behind City Hall – southeast side of building



Aerial view of City Hall



RESOLUTION NO. ____

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, PROVIDING FOR
THE APPROVAL OF THE AGREEMENT FOR MICRO
TRANSIT PROGRAM – TERM CONTRACT BETWEEN
THE TOWN OF BAY HARBOR ISLANDS AND THE BEE
FREE; PROVIDING FOR INCORPORATION OF
RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The Beefree, LLC d/b/a Freebee (“Freebee”) provides on demand micro transit services; and

WHEREAS, the Town desires to enter into an agreement with Freebee in accordance with an Agreement between the City of Plantation and Beefree, LLC d/b/a Freebee dated May 2, 2025, pursuant to the piggy-back purchase provision in accordance with Section 2-1.2(a)(6) of the Town Code, which allows for use of contracts from other governmental agencies which have been arrived at through a competitive bidding process; and

WHEREAS, the Town desires to enter into an agreement with Freebee to provide an on-demand micro transit service that allows riders to request trips between any two locations within the service area boundary; for an initial term expiring on May 1, 2020, with the Town having the option to extend for two (2) additional three (3) year terms and additional one (1) year periods thereafter; and

WHEREAS, the Town Council hereby finds the Agreement for Micro Transit Program – Term Contract, between the Town and Freebee, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS:**

Section1. The foregoing recitals are adopted and hereby incorporated as if fully set

forth herein.

Section 2. The Agreement for Micro Transit Program – Term Contract, between the Town and Freebee for an on-demand micro transit service that allows riders to request trips between any two locations within the service area boundary, in substantially the form attached hereto as Exhibit A, is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this __ day of October, 2025.

ISAAC SALVER, MAYOR

ATTEST:

EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM:

**GREENSPOON MARDER LLP
TOWN ATTORNEYS
BY: Morris G. (Skip) Miller, Esq.**



2312 N. Miami Ave.
Miami, FL 33127

T 305.330.9450
F 305.290.3363

info@ridefreebee.com
ridefreebee.com

September 24th, 2025

Dear Town of Bay Harbor Islands,

Over the past three years, we've been proud to partner with the Town of Bay Harbor Islands to provide safe, sustainable, and community-focused transportation. Together, we've created a model that enhances mobility, supports local businesses, and strengthens quality of life for residents and visitors alike.

With the anticipated FDOT approval next month, we're excited to take the next step in our partnership by expanding service, introducing new technologies, and unlocking additional value for the Town. Below you'll find the agreed-upon pricing, scope of work, and details on the new advertising revenue program designed to further offset costs and maximize impact.

Service Overview

- **Hours of Operation:** TBD, Monday through Sunday
- **Quantity of Vehicles:** 2
- **Vehicle Types:** Tesla SUV or equivalent
- **Equipment Provided by Freebee:** Vehicles and chargers
- **Annual Cost:** \$264,574.08
- **Hourly Rate:** \$36.34 per vehicle

Advertising Revenue Opportunity

Freebee is pleased to introduce a revenue-generating initiative through third-party advertising on vehicles within Bay Harbor Islands. This program offers the Town a chance to reduce overall program costs while ensuring advertising remains community-appropriate.

- **Revenue Share:** 50/50 split between Freebee and the Town
- **Town Oversight:** Full approval rights over all advertisers and creative content, ensuring family-friendly, community-aligned, non-explicit messaging
- **Projected Impact:** Based on comparable markets, advertising could generate **\$15,000–\$60,000+ annually**, depending on campaign activity and volume

Turnkey Service Package (Included in Fee)

- Professional Drivers & Ambassadors (hiring, training, scheduling)
- Fully Electric Vehicles & Charging Infrastructure
- App Development, Maintenance & Licensing
- Vehicle Maintenance & Cleaning
- Comprehensive Insurance

- Live Data Integration & Performance Dashboards
- Transportation Planning & Design Support
- Marketing, PR & Community Outreach
- Sponsorship & Advertising Sales

Service Area



We are confident this next phase will not only expand mobility but also strengthen Bay Harbor Islands' position as a forward-thinking community committed to sustainability, innovation, and quality of life. By combining enhanced service with a new revenue stream, this program provides both immediate impact and long-term value.

We deeply value our partnership with the Town and look forward to continuing to deliver results that residents and visitors can be proud of.

With appreciation,

A handwritten signature in black ink, appearing to read 'Jason Spiegel'.

Jason Spiegel
CEO, Freebee



AGREEMENT FOR MICRO TRANSIT PROGRAM TERM CONTRACT

This Agreement made and entered into this _____ day of _____, 2025, by and between the Town of Bay Harbor Islands, a Florida municipal corporation ("Town") and **The Beefree, LLC d/b/a Freebee**, a Florida Limited Liability Company ("Contractor"), ("Party" or collectively "Parties");

WHEREAS, the Town is seeking to piggyback on The City of Plantation's existing contract with qualified firms for the provision of Micro Transit Program services. The selected firm will provide all necessary equipment, materials, and specialized personnel to design, implement, operate, and maintain the micro transit system in accordance with the terms and specifications established in the City of Plantation's contract, subject to the Town's approval and any necessary modifications to address the Town's specific requirements and service area needs;

WHEREAS, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the services/projects on an "as-needed" basis; and

WHEREAS, the Town and the Contractor wish to enter into an Agreement for **micro transit services** in accordance with the City of Plantation's Agreement with the Contractor dated May 2, 2025, in response to Request For Proposals No. 102-24

NOW, THEREFORE, the Town and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

WITNESSETH:

I. DOCUMENTS

The Contract Documents, which comprise the entire Agreement between the Town and Contractor, are incorporated herein and attached to this Agreement, and consist of the following:

This Agreement.

Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.

Exhibit A: Proposal for the Town of Bay Harbor Islands, Presented by Beefree, LLC d/b/a Freebee.

Request for Proposals 102-24, and the specifications prepared by The City of Plantation for Micro Transit Program, exclusive of the Supplementary Conditions therein (collectively, "Request for Proposals 102-24").

Exhibit B. The City of Plantation Agreement.

All applicable provisions of State and Federal Law.

Permits on file with the Town and or those permits to be obtained, shall be considered directive in nature and will be considered a part of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Approved change orders, addenda or amendments.
- b. This Agreement dated _____, and any attachments and/or any related Task Orders.
- c. Exhibit A Proposal for the Town of Bay Harbor Islands Presented by Beefree, LLC d/b/a Freebee
- d. Request for Proposals 102-24.
- e. Exhibit B. The City of Plantation Agreement.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Contract Administrator designated by the Town as Randy Stokes, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Town.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or any of their agents or employees from those set forth in the Contract Documents

II. SCOPE

The Contractor shall perform the Work under the general direction of the Town as set forth in the Contract Documents and Exhibit A.

The Contractor shall be responsible for furnishing all labor, supervision, vehicles, technology, and equipment required to provide, operate, maintain, and administer an on-demand, short-distance, door-to-door electric micro-transit service within the Town's designated Service Area, in accordance with this Agreement. All sections of this Agreement are mutually complementary, and the overall intent is that the Contractor shall provide everything necessary to deliver a complete, safe, reliable, and ADA-accessible micro-transit service in every respect. The Work, as completed, shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), the Americans with Disabilities Act (ADA), and all applicable codes, ordinances, rules, and regulations of every authority having jurisdiction in the area where the service is operated. Failure of the Contractor to identify non-compliant items does not relieve the Contractor or its Subcontractors of the responsibility for meeting such requirements.

The Contractor shall furnish and maintain an all-electric fleet and associated state-of-the-art charging equipment sufficient to meet the Town's service levels without degradation of service quality. There must always be at least one (1) ADA-compliant vehicle available during operating hours. The Contractor shall provide and maintain the rider-facing and dispatch technology (e.g., mobile application, web portal, and call center access) necessary to request trips, receive ETAs, and access customer support. Offerings shall be limited to products and services directly related to the delivery of the micro-transit program, including operations, vehicle supply and upkeep, charging infrastructure, driver staffing and supervision, data reporting, customer service, and any ancillary services necessary to support the micro-transit service and first/last-mile connectivity to other forms of mass transit.

The Contractor acknowledges and agrees that the Town's Contract Administrator, Randy Stokes, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the Town Manager or his designee and approved by the Town Council whenever required in compliance with the Charter and Code of Ordinances for the Town of Bay Harbor Islands.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract term shall commence upon the date specified in the Notice to Proceed issued by the Town and shall expire on May 1, 2030, unless otherwise extended as provided herein. The Town reserves the right to extend the contract for two (2) additional three (3) year terms, providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the Town. Lastly, if the Town is satisfied with services provided by Contractor, this Agreement may be extended for additional one (1) year periods following the final three (3) extension, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the Town and Contractor agree subject to approve to any increase in pricess/rates/ or fees by Town Council

FEES AND PAYMENTS

Payment for all services provided in compliance with the Contract Documents, inclusive of furnishing all labor, equipment, materials, and performance of all operations relative to the provision of micro transit services, will be made as set forth in Exhibit A. Should the Contractor

determine that the cost of any part of the services has not been identified by an item on Exhibit A, the Contractor shall include the cost of such services in the most applicable line item, so that the proposal for the project reflects the total price for completing all services in their entirety. Services for which there is no specific pay item will be considered incidental to the Contract and no additional compensation will be allowed. The Contract Administrator shall determine if the services have been satisfactorily completed and accepted for payment.

Extra Work. At any time during the Term, Town may request that the contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. The Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

IV. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town and the Town's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager, any sums due Contractor under this Agreement may be retained by Town until all of Town's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Town.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the Town's use of any copyrighted, patented or unpatented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The Town Manager may also terminate this Agreement upon such

notice as the Town Manager deems appropriate under the circumstances in the event the Town Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the Town erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the Town's satisfaction ; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the Town's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from Town, the receipt and adequacy of which are hereby acknowledged by Contractor, for Town's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The Town reserves the right, in its best interest as determined by the Town, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

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

The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the

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

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

Business Automobile Liability

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

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

Excess/Umbrella Liability Insurance.

Contractor shall provide, carry, maintain and pay for Excess/Umbrella Liability Insurance in the minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate for excess/umbrella bodily injury and property damage combined.

Employer's Liability Insurance.

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

- a. The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. The Town shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

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

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

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

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

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

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

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

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Town shall be comparable to the best local and national standards.

The Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Work and carry out its obligations under this Agreement in a professional and first class manner.

The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

Drivers of any vehicles must meet the following requirements:

- (a) Drivers must possess a valid Florida driver's license and be authorized and medically fit to operate the vehicles;
- (b) Drivers must not have had their driver's license suspended or revoked within the prior eighteen (18) months;
- (c) Drivers must be at least 18 years of age; and
- (d) Drivers must have a valid policy of automobile liability insurance in coverage amounts consistent with all applicable legal requirements.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the Town as provided herein.

J. Audit Right and Retention of Records

Town shall have the right to audit the books, records, and accounts of Contractor and the Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause the Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to Town in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by Town in Miami-Dade County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Town to be

applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by Town pursuant to this Agreement and may result in debarment from Town's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of Town. No partnership, joint venture, or other joint relationship is created hereby. Town does not extend to Contractor or Contractor's agents any authority of any kind to bind Town in any respect whatsoever.

L. Inspection and Non-Waiver

Contractor shall permit the representatives of Town to inspect and observe the Work at all times.

The failure of the Town to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the Town's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and in the case of the Town any assignment, transfer or encumbered by the contractor may be withheld by the Town in its sole discretion. In addition, Contractor shall not subcontract any portion of the work required by this Agreement without the Town's written consent. Town may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without Town's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to Town's approval or disapproval, and indemnify and hold Town and Town's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for Town by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to Town's prior written approval, which approval Town may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that 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 Town 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.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing off on each such schedule, the Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the Town directs.

Q. Materiality and Waiver of Breach

Town and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severability

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the Town for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the Town to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the Town shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the Town to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Section 768.28, Florida Statutes.

U. Governing Law, Venue, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Miami-Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY AND ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Town's Mayor and/or Town Manager, as determined by the Charter and Ordinances of the Town of Bay Harbor Islands, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, Town shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

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

1. The non-performing party gives the other party prompt written notice describing

the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the Town to perform the service.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
4. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's

custodian of public records, in a format that is compatible with the information technology systems of the Town.

5. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 (2024) TO THE EXTENT APPLICABLE TO THE CONTRACTOR. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 866-6241, E-MAIL ADDRESS: EHERBELLO@BAYHARBORISLANDS-FL.GOV AND MAILING ADDRESS: TOWN CLERK, 1030 95TH STREET TRAILER 5, BAY HARBOR ISLANDS, FL 33154.

CC. Non-Discrimination

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

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

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

2. The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.

3. The Town, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Town terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the Town as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section VI. DD. in their subcontracts. The Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

EE. Anti-Human Trafficking Compliance

As a condition precedent to the effectiveness of this Agreement, and in accordance with applicable federal and state laws, including but not limited to Section 787.06, Florida Statutes (2024), as may be amended or revised, the Contractor and all subcontractors shall comply with all prohibitions against human trafficking and forced labor in the performance of this Agreement.

1. Affidavit Requirement – The Contractor shall provide the Town with a sworn affidavit affirming that the Contractor, its employees, agents, and subcontractors do not engage in, support, or knowingly benefit from any form of human trafficking or forced labor, including but not limited to acts prohibited under Section 787.06, Florida Statutes (2024), as may be amended or revised.
2. Subcontractor Compliance – The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit affirming compliance with the requirements of this Section. The Contractor shall maintain a copy of each subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
3. Termination for Violation – The Town, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has engaged in conduct that violates the prohibitions set forth in Section 787.06, Florida Statutes (2024), as may be amended or revised, shall immediately terminate the contract with such person or entity.
4. Order to Terminate Subcontractor – If the Town has a good faith belief that a subcontractor has violated the provisions of this Section, but that the Contractor otherwise complied with this Section, the Town shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. The Contractor shall comply with such order without delay.
5. Effect of Termination – A contract terminated under this Section shall not be deemed a breach of contract by the Town. If the Town terminates this Agreement for violation of this Section, the Contractor may not be awarded a public contract for at least one year after the termination date. The Contractor shall be liable for any additional costs incurred by the Town as a result of termination of this Agreement.
6. Flow-Down Requirement – The Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, requiring all

subcontractors to include the same requirements in their respective subcontracts. The Contractor shall be responsible for compliance by any and all subcontractors with the requirements of this Section.

FF. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Beefree, LLC d/b/a Freebee:

Beefree, LLC d/b/a Freebee
371 NE 61st Street
Miami, FL 33137
Attn: Jason Spiegel
jason@ridefreebee.com

Town:

Public Works Director
Randy Stokes
1030 95th Street Trailer 4
Bay Harbor Islands FL 33154
rstokes@bayharborislands-fl.gov

Town Attorney
Greenspoon Marder LLP
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154
Skip.miller@gmlaw.com

Procurement Officer
Fausto Vargas
1030 95th Street Trailer 2
Bay Harbor Islands FL 33154
fvargas@bayharborislands-fl.gov

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

FF. Execution in Counterparts.

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

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

TOWN OF BAY HARBOR ISLANDS,

By: _____
Lindsley Noel
Town Manager

By: _____
Evelyn Herbello
Town Clerk

By: _____
Greenspoon Marder LLP
Town Attorney

Beefree, LLC d/b/a Freebee

By: _____
Jason Spiegel
President

EXHIBIT A



2312 N. Miami Ave.
Miami, FL 33127

T 305.330.9450
F 305.290.3363

info@ridefreebee.com
ridefreebee.com

September 24th, 2025

Dear Town of Bay Harbor Islands,

Over the past three years, we've been proud to partner with the Town of Bay Harbor Islands to provide safe, sustainable, and community-focused transportation. Together, we've created a model that enhances mobility, supports local businesses, and strengthens quality of life for residents and visitors alike.

With the anticipated FDOT approval next month, we're excited to take the next step in our partnership by expanding service, introducing new technologies, and unlocking additional value for the Town. Below you'll find the agreed-upon pricing, scope of work, and details on the new advertising revenue program designed to further offset costs and maximize impact.

Service Overview

- **Hours of Operation:** TBD, Monday through Sunday
- **Quantity of Vehicles:** 2
- **Vehicle Types:** Tesla SUV or equivalent
- **Equipment Provided by Freebee:** Vehicles and chargers
- **Annual Cost:** \$264,574.08
- **Hourly Rate:** \$36.34 per vehicle

Advertising Revenue Opportunity

Freebee is pleased to introduce a revenue-generating initiative through third-party advertising on vehicles within Bay Harbor Islands. This program offers the Town a chance to reduce overall program costs while ensuring advertising remains community-appropriate.

- **Revenue Share:** 50/50 split between Freebee and the Town
- **Town Oversight:** Full approval rights over all advertisers and creative content, ensuring family-friendly, community-aligned, non-explicit messaging
- **Projected Impact:** Based on comparable markets, advertising could generate **\$15,000–\$60,000+ annually**, depending on campaign activity and volume

Turnkey Service Package (Included in Fee)

- Professional Drivers & Ambassadors (hiring, training, scheduling)
- Fully Electric Vehicles & Charging Infrastructure
- App Development, Maintenance & Licensing
- Vehicle Maintenance & Cleaning
- Comprehensive Insurance

- Live Data Integration & Performance Dashboards
- Transportation Planning & Design Support
- Marketing, PR & Community Outreach
- Sponsorship & Advertising Sales

Service Area



We are confident this next phase will not only expand mobility but also strengthen Bay Harbor Islands' position as a forward-thinking community committed to sustainability, innovation, and quality of life. By combining enhanced service with a new revenue stream, this program provides both immediate impact and long-term value.

We deeply value our partnership with the Town and look forward to continuing to deliver results that residents and visitors can be proud of.

With appreciation,

A handwritten signature in black ink, appearing to read 'Jason Spiegel'.

Jason Spiegel
CEO, Freebee