

RESOLUTION NO. 2023- 3244

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR ON-DEMAND TRANSPORTATION SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF SUNRISE STANDARD CONTRACT NO. C 21-04-05-MS; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") desires to obtain mobile application-based, on-demand transit services (the "Services") for the benefit of the Town's residents and visitors; and

WHEREAS, the City of Sunrise has entered into Standard Contract No. C 21-04-05-MS (the "Sunrise Contract") with BeeFree LLC d/b/a FreeBee (the "Contractor") for the provision of the Services pursuant to Request for Proposals (RFP) No. 21-04-05-MS; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, the Town wishes to enter into an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit "A," utilizing the terms and conditions of the Sunrise Contract (the "Agreement") and the pricing of the Contractor's Quote attached hereto as Exhibit "B"; and

WHEREAS, the Town Commission finds that the Agreement and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Agreement, in substantially the form attached hereto as Exhibit "A," is approved.

Section 3. Exemption from Competitive Bidding. The Town Commission finds that hiring the Contractor to provide the Services by utilizing the Sunrise Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Authorization to Execute Agreement. The Town Manager is authorized to negotiate and execute the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor on behalf of the Town utilizing the terms and conditions of the Sunrise Contract and the pricing of the Quote attached hereto as Exhibit "B," subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 5. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement for the Services, and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 12th day of December, 2023.

Motion By: Commissioner Landsman
Second By: Vice Mayor Rose

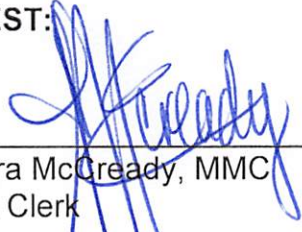
FINAL VOTE ON ADOPTION:

| | |
|--------------------------------|------------|
| Commissioner Fred Landsman | <u>Yes</u> |
| Commissioner Marianne Meisheid | <u>Yes</u> |
| Commissioner Nelly Velasquez | <u>Yes</u> |
| Vice Mayor Jeffrey Rose | <u>Yes</u> |
| Mayor Shlomo Danzinger | <u>Yes</u> |



Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk



APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**COVER AGREEMENT BETWEEN
THE TOWN OF SURFSIDE AND
BEEFREE, LLC D/B/A FREEBEE**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **BEEFREE, LLC D/B/A FREEBEE**, a Texas limited partnership authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Town and the Contractor are referred to as the "Parties."

WHEREAS, the Town desires mobile application-based, on-demand transit services (the "Services"); and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, the City of Sunrise has entered into Standard Contract No. C 21-04-05-MS (the "Sunrise Contract") with the Contractor for the provision of the Services pursuant to Request for Proposals (RFP) No. 21-04-05-MS; and

WHEREAS, the Contractor has provided the Town with a quote, attached hereto as Exhibit "B" (the "Quote"), for the Services in the amount of \$131,760 annually per Tesla Model X vehicle based on 70 hours of operation per week; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Sunrise Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Town and the Contractor agree as follows:

- 1. Incorporation of Contract.** The terms and conditions of the Sunrise Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Sunrise Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
- 2. Conflicts; Order of Priority.** This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A.** First Priority: Agreement;
 - B.** Second Priority: Exhibit A – Sunrise Contract.

C. Third Priority: Exhibit B – Quote

3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Sunrise Contract unless otherwise provided in this Agreement. All references to the City of Sunrise shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Term.**
 - A. The term of this Agreement shall run concurrently with the term of the Sunrise Contract from the Effective Date through April 1, 2025, unless earlier terminated in accordance with the terms of the Sunrise Contract. This Agreement may be renewed for up to two additional one-year periods upon written notice from the Town.
 - B. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.
6. **Services.** Contractor shall provide the Services in accordance with the terms and conditions of the Sunrise Contract and consistent with the Quote attached hereto as Exhibit "B." The Services shall initially be provided utilizing one (1) vehicle (Tesla Model X Vehicle) for 70 operating hours. Notwithstanding the foregoing, the Town Manager may increase or decrease the number of vehicles utilized in the provision of the Services or the Service operating hours upon written notice to the Contractor.
7. **Compensation.** Compensation to the Contractor for the Services shall be in an amount not to exceed \$131,760 annually for one vehicle (Tesla Model X Vehicle) vehicle based on 70 operating hours, in accordance with the rates of the Quote attached hereto as Exhibit "B." Additional vehicle(s) as approved by the Town will require a compensation adjustment.
8. **Amending Section 6 of the Sunrise Agreement.** Section 6, "Insurance Requirements," of the Sunrise Agreement is hereby amended as follows:

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the ~~City Town, Miami-Dade County,~~ and State of Florida Department of Transportation's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the ~~City Town, Miami-Dade County,~~ or State of Florida Department of Transportation shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

6.3 Additional Insured Endorsement. Contractor agrees to endorse the City Town, Miami-Dade County, and State of Florida Department of Transportation as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the GC 20 10 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read ~~“City of Sunrise”~~ “Town of Surfside,” “Miami-Dade County,” and “State of Florida Department of Transportation”.

6.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Contractor further agrees to endorse the City Town, Miami-Dade County, and State of Florida Department of Transportation as an Additional Insureds on the Business Automobile Liability with the CA-2048 Designated Insured Endorsement, or its equivalent.

6.7 Certificates of Insurance. Contractor agrees to provide both the City Town, Miami-Dade County, and State of Florida Department of Transportation with Certificates of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City Town by fax or e-mail within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

9. Amending Section 11 of Sunrise Agreement. Section 11, “Indemnification,” of the Sunrise Agreement is hereby deleted in its entirety and replaced as follows:

11.1 Contractor shall indemnify and hold harmless the Town, Miami-Dade County, and the State of Florida Department of Transportation and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor’s performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor’s performance or non-performance of this Agreement.

11.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

11.3 The provisions of this section shall survive termination of this Agreement.

10. Amending Section 15 of Sunrise Agreement. Section 15, "Governing Law/Jurisdiction/Venue," of the Sunrise Agreement is hereby deleted in its entirety and replaced as follows:

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

11. Ownership and Access to Records and Audits.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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: SANDRA MCCREADY, MMC, 9293 HARDING AVENUE, SURFSIDE, FL 33154, 305-861-4863 SMCREADY@TOWNOFSURFSIDEFL.GOV.

12. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

13. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For

instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

BEEFREE, LLC D/B/A FREEBEE

By: _____
Hector Gomez
Town Manager

By: _____

Name: _____

Attest:

Title: _____

Entity: _____

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
hgomez@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Town Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT "A"

CITY OF SUNRISE STANDARD CONTRACT
NO. C 21-04-05-MS

SUNRISE, FLORIDA

RESOLUTION NO. 22-22

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDED RFP NO. 21-04-05-MS AND “STANDARD CONTRACT NO. C 21-04-05-MS BETWEEN THE CITY OF SUNRISE, FLORIDA AND BEEFREE, LLC D/B/A FREEBEE” FOR ON-DEMAND TRANSPORTATION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in July 2019, the City applied for a Public Transit Service Development Grant administered by the State of Florida Department of Transportation (FDOT) to assist with funding of a new on-demand electric vehicles program for the Western Sunrise Business and Entertainment District; and

WHEREAS, in January of 2020, the City was awarded an \$885,000 grant, which provides partial funding towards the new transportation service as well as a local match; and

WHEREAS, on April 13, 2021, via Resolution No. 21-31, a “State of Florida Department of Transportation Grant Agreement” was approved to accept the award.

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

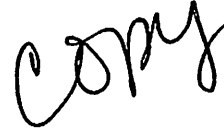
Section 1. The award of RFP No. 21-04-05-MS for On-Demand Transportation Services to Beefree, LLC d/b/a Freebee is hereby approved in an amount not to exceed FY 2021-2022 approved budgeted funds, with subsequent years’ expenditures subject to budget approval.

Section 2. “Standard Contract No. C 21-04-05-MS between the City of Sunrise, Florida and Beefree, LLC d/b/a Freebee” (Contract) for On-Demand Transportation Services is hereby approved. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Procurement Manager or designee is hereby authorized to execute the Contract. The Procurement Manager or designee is further authorized to extend the Contract, in accordance with the terms of the approved Contract. The City Manager is authorized to approve Additional Flexible Hours in accordance with the terms of the Contract.

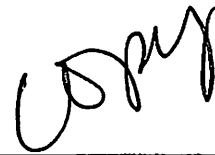
Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 22ND DAY of MARCH, 2022.



Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: KERCH

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency



Kimberly A. Kisslan

**STANDARD CONTRACT NO. C 21-04-05-MS
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND BEEFREE, LLC D/B/A FREEBEE**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Beefree, LLC d/b/a Freebee, a Florida Limited Liability Company (hereinafter referred to as the "Contractor"), whose address is 2312 N Miami Avenue, Miami, Florida 33127 and whose Federal Identification Number is 45-4659887, incorporates RFP No. 21-04-05-MS, State of Florida Department of Transportation Public Transportation Grant Agreement, and Contractor's Proposal as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for On-Demand Transportation as set forth in this Contract and as further stated below in Exhibit "A" – Scope of Services which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Danielle Lima, Economic Development Director, telephone number (954) 746-3430 or designee.

The Contractor's representative during the performance of this Contract shall be Jason Spiegel, Managing Partner, telephone number (215) 370-5699 or designee.

2. Payments

The Contractor will bill 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 or flexible 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 Contract, for services rendered in accordance with Exhibit "A".

A total contract price hereto is referred to as Contract Sum and shall not exceed Five Hundred and Ninety Thousand Dollars (\$590,000.00) per year.

The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.

Contractor Initials

CP

City Initials

JS

Page 1

Sunrise, FL 33351

Invoice form 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, type of vehicle, rate for each vehicle, and the total number of hours per type of vehicle for that day. The invoice must identify whether the vehicle was Scheduled Circulating Vehicle or a Flexible Circulating Vehicle. 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 billings for all types of vehicles by vehicle style and by Scheduled Circulating Vehicle and Flexible Circulating Vehicle per Exhibit "B" – Pricing. See Exhibit "C" – Form of Invoice.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing upon final execution of this Contract. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager at least sixty (60) days prior to the expiration of the then-existing Contract period.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City may request the Contractor to continue the Services until new services can be completely operational. In accordance with Section 5-173 (h) of the City's Code, the City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. Upon reasonable notice to the Contractor, the City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs

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used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment. Notwithstanding the foregoing, the City acknowledges that the Contractor's services are specialized to each customer and dependent on the timing and scope of each agreement, and thus agrees that all circumstances will be considered in determining whether more favorable terms have been provided.

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's and State of Florida Department of Transportation's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City or State of Florida Department of Transportation shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

6.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

6.3 Additional Insured Endorsement. Contractor agrees to endorse the City and State of Florida Department of Transportation as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise" and "State of Florida Department of Transportation".

6.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each

Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Contractor further agrees to endorse the City and State of Florida Department of Transportation as an Additional Insureds on the Business Automobile Liability with the CA- 2048 Designated Insured Endorsement, or its equivalent.

6.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. Elective exemptions or coverage afforded through an employee leasing arrangement will NOT satisfy this contractual requirement.

6.6 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to 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 specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.7 Certificate(s) of Insurance. Contractor agrees to provide both the City and State of Florida Department of Transportation with Certificates of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Contractor Initials

GR

City Initials

RS

Page 4

Copy to:

State of Florida, Department of Transportation
c/o Officer of Comptroller, MS24
Re: Financial Project Number 446658-1-84-01
605 Suwannee Street
Tallahassee, FL 32399-0405
FDOTSingleAudit@dot.state.fl.us

6.8 Umbrella or Excess Liability. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence \$5,000,000 Aggregate. The Contractor agrees to endorse the City and State of Florida Department of Transportation as "Additional Insureds" on the Commercial Umbrella/Excess Liability, unless the Certificate of Insurance states the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City and State of Florida Department of Transportation are automatically defined as an Additional Insureds or Additional Protected Persons.

6.9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally. City will compensate Contractor for any resulting increases in premiums or will not revise requirements after execution of Agreement.

7. Performance and Payment Bond Applicable Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year

Contractor Initials CR City Initials JS

ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination for Cause

This Contract may be terminated by either party upon fifteen (15) days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. Said written notice shall specify the alleged failure to substantially perform and shall provide the party not initiating the termination with the opportunity to cure the stated failure within the fifteen (15) day notice period. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

10. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

11. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise and the State of Florida Department of Transportation, their officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors or omissions, recklessness, or intentional misconduct of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable,

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REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE and THEIR OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. The City of Sunrise and State of Florida Department of Transportation reserve the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. For any matters in which Contractor is obligated to pay for the City's legal defense hereunder, Contractor shall be permitted to retain counsel of its choosing for both Contractor and the City, provided that such legal counsel is reasonably acceptable to the City, which consent shall not be unreasonably withheld. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

12. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

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JS

Page 7

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City, which shall not be unreasonably withheld.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

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submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of 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 incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

23. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Contractor Initials

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City Initials

JS

Page 9

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Jason Spiegel, Managing Partner
Beefree, LLC d/b/a Freebee
2312 N Miami Avenue
Miami, FL 33127
Jason@ridefreebee.com

24. No Damages for Delay

Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, tropical storm watch, tropical storm warning, hurricane watch, hurricane warning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental action, but shall not include financial inability of the Contractor. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure, give written notice to the other party describing the circumstances and Force Majeure preventing continued performance of the obligations of this Agreement.

25. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as

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authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

26. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

27. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building

Contractor Initials

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City Initials

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Page 11

or public work; may not submit bids, proposals, or replies 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. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

28. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

29. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, Purchase Order, the City's RFP and Contractor's Proposal.

30. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of

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Page 12

the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility

32.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

32.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

32.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

32.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

33. Contractor and its subcontractors shall comply with, and shall require any of its subcontractors to comply with all terms and conditions of the State of Florida Department of Transportation Public Transportation Grant Agreement (Project) and all its incorporated attachments and exhibits incorporated to this Contract as if fully set forth herein. The City of Sunrise, contractor and its subcontractors are considered recipient and sub recipient of funds under the State of Florida Department of Transportation Public Transportation Grant Agreement attached and incorporated into this document as Attachment "2."

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JS

Page 13

34. Contractor shall comply and Contractor shall require its contractors and subcontractors to comply with all terms and conditions of the State of Florida Department of Transportation Public Transportation Grant Agreement attached and incorporated into this document as Attachment "2" and all federal, state, and local laws and regulations applicable to this Project.

35. State of Florida Department of Transportation (FDOT) specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the City of Sunrise executes or obligates itself in any manner requiring disbursement of the State of Florida Department of Transportation funds, including consultant and purchase of commodities contracts, or amendments thereto.

36. Disadvantage Business Enterprise (DBE). Contractor and its subcontractors agree to ensure that DBEs have the opportunity to participate in the performance of this Contract. In this regard, Contractor and its subcontractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of this contract or other contracts, entered pursuant to the State of Florida Department of Transportation Public Transportation Grant Agreement. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the administration of this Contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

37. Records Retention. Records of costs incurred under the terms of this Contract shall be maintained and made available upon request to the State of Florida Department of Transportation, its designee, DFS, or State of Florida Auditor General at all times during the period of this Agreement and for five years after final payment is made or five years after the date an audit report is issued, whichever occurs last. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Contractor's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the State of Florida Department of Transportation for a proper audit of costs.

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

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

40. Contractor and its subcontractors are not agents of the State of Florida Department of Transportation.

41. Inspector General. The Contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Contractor will comply with this duty and ensure that its subcontractors issued under this Contract, if any, impose this requirement, in writing, on its subcontractors, respectively.

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

43. Contractor and its subcontractors must comply with Chapter 14-90, Florida Administrative Code (FAC).

44. Trade Secrets. "Confidential Information" means all information that constitutes a trade secret under Florida Statutes §§ 688.002 and 812.081, is disclosed to City by Contractor, and is designated as "confidential" in writing prior to or at the time of disclosure. The City shall maintain the confidentiality of Contractor's Confidential Information pursuant to Florida Statutes §§119.0715 and 815.045. City shall not disclose and shall maintain the confidentiality of any records to the extent they contain Confidential Information as defined in the Florida Statutes, unless the City determines disclosure is authorized by Florida Statutes §119.0715, the exemption from disclosure does not apply, or the City is otherwise required by law, subpoena, or court order to disclose the record. In the event the City determines that the exemption from disclosure does not apply or that it is required by law, subpoena, or court order to disclose any record which CONTRACTOR identifies as containing trade secrets or proprietary information, the City will provide written notice to CONTRACTOR of its determination and the legal basis for its determination prior to disclosing such records.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

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IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: [Signature]

Print: John T. Curran

Title: Procurement Manager

Date: 4/01/2022

Approved as to form and legal sufficiency for the City

By: [Signature]
Kimberly A. Kisslan
City Attorney

CONTRACTOR

BEEFREE, LLC D/B/A FREEBEE

[Signature]
Witness

[Signature]
Witness

By: [Signature] Jason Spiesel

Title: CEO BEEFREE

Date: 3-28-22

EXHIBIT "A" – SCOPE OF SERVICES

1.1 PROGRAM OVERVIEW

The City of Sunrise is interested in introducing an on-demand transportation service to transport users around the Business and Entertainment District and enhance the transportation system, in accordance with the scope of services defined herein.

This 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.

The program is expected to start with four (4) on-demand electric vehicles three (3) Teslas Model X (1) Lightning Electric Zero Emission Ford Transit Passenger Van. The Tesla fits six (6) passengers and the van fits 9-10 passengers plus a wheelchair. There is always going to be at least one vehicle available that is ADA compliant.

1.2 GENERAL INFORMATION AND BACKGROUND

The intent of this contract is to implement a Program and provide point-to-point transportation services (Program) that will provide the City of Sunrise residents, visitors, and business employees (Riders) with convenient and efficient transportation options. All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours during special events requiring additional vehicles, personnel and resources. The contractor must provide its own mobile application in which the user will be able to locate his or her position and request a vehicle for pickup. Contractor's creative solutions will address the City's mobility needs. The Program is to start operating by June 29, 2022 with four (4) Teslas Model X. By December 29, 2022 one (1) Lightning Electric Zero Emission Ford Transit Passenger van must replace one of the Teslas and added to the fleet. The fleet has a total of four (4) electric vehicles. Until the ADA compliant van is added to the fleet the Contractor must have another ADA compliant vehicle available.

1.3 LOCATION

The Program is to be operated within the Sunrise Business and Entertainment District, which is located on the west side of the City from Flamingo Rd to the Sawgrass

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Expressway (see Attachment "1" — Service Area Map). The on demand service is expected to take residents and visitors to and from the Sawgrass Mills Mall, BB&T Center, Metropica, Hotels, restaurants, Corporate Park and more. Service area and hours are subject to change depending on the needs and conditions determined by the City.

1.4 OBJECTIVES

By implementing the Point-to-Point Program, the City desires to meet, at minimum, the following objectives:

1. Operate a demand-response system throughout the boundaries of the service area indicated in Attachment "1."
2. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional flex hours, and/or permanently modify the type of vehicle from Tesla 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. Notwithstanding the forgoing, any modification in service that results in a reduction of the Maximum Annual Cost for Scheduled Circulating Vehicles, shall require an amendment to the agreement.
3. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors.
4. Feature a mobile application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup.
5. Have the capability to provide data captured from the mobile app which includes but is not limited to amount of users, destinations, average wait time, and user peak times.
6. Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
7. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
8. Reduce the Business and Entertainment's traffic and vehicle emission.
9. Support local businesses through Ride Freebee's mobile application at no cost to the Sunrise businesses.

1.5 CUSTOMER SERVICE

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Page 19

Customer service is one of the City's key factors of the Program. The Contractor will be responsible for addressing all complaints in a courteous and timely manner and provide reports to City staff as needed. The drivers will be educated on City programming and amenities and serve as ambassadors.

1.6 SERVICE PARAMETERS FOR POINT-TO-POINT TRANSPORTATION SERVICES

The use of environmentally friendly electric vehicles that meets the Federal Motor Vehicle Safety Standard (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 the appropriate Program signage. The criteria below constitute the City's service parameters for the point-to-point Program:

- (1) The Program will serve the City's residents, guests and commuters by providing on-demand rides to work, for shopping, restaurant, events, nightlife access and for various appointments within the boundaries of the service area.
- (2) All trips must begin and end within an area as shown on the service area map (Attachment "1"). Any changes in the service area shall be in writing and mutually agreed upon.
- (3) The service shall be free to users. Tipping is allowed but cannot be solicited by the driver (NO tipping jars, signs or anything that implies that tipping is required).
- (4) Service must be provided in fully-electric vehicles that are on-call via a mobile app, phone number or ride-hailing.
- (5) The Contractor will identify the locations for the charging stations and the City will cooperate as needed. Charging station equipment, installation, and maintenance will be provided by the Contractor.
- (6) Overnight vehicle parking: The Contractor will secure a space to store the vehicles at night or when not in service.
- (7) The fleet will include three (3) Tesla Model X and (1) Lighting Electric Zero Emission Ford Transit Passenger Van. All vehicles will be electric and meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment.
- (8) 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.

- (9) The Contractor shall provide a mobile app for requesting rides compatible with both Android and iPhone.
- (10) When requesting a ride via the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability.
- (11) The Contractor shall collect ridership data via app, manual counts when phone calls or ride-hailing. Additionally, the Contractor will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the City.
- (12) These reports may also include, but are not limited to, hourly, daily, weekly and monthly ridership data, complaints, mileage, driver's names and suspensions, type of vehicle, number of hours per vehicle, type of rate, and accidents.
- (13) When drivers use the mobile app to respond to patrons' ride requests, the driver app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- (14) The Contractor must include at least one ADA vehicle as part of the fleet.
- (15) The 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 the Contractor, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- (16) Additionally, drivers will undergo any further training deemed necessary by the City. The Contractor will provide the City with background checks on all drivers. The City shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's license(s) and adhere to all city, county, and state traffic and driving laws.
- (17) Drivers must wear a company uniform and name tag.
- (18) The Contractor will communicate any problems or requests to the City through the Program manager or designee.
- (19) The Contractor will have the right to suspend operation of the vehicles without penalty in the case of uncommon severe weather, unsafe operating conditions, or the issuance of a tropical storm or a hurricane warning, subject to providing written notification to the City.
- (20) The initial term of the Contract shall be for three years.

- (21) Vehicle maintenance and charging must be performed by the Contractor.
- (22) The Contractor shall be responsible for the cleanliness interior and the exterior of the vehicles.
- (23) The City reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined above. Relief personnel shall be readily available throughout the term of the contract.
- (24) Proposed initial Program schedule:

| | <u>Mon - Thurs</u> | <u>Friday</u> | <u>Saturday</u> | <u>Sunday</u> |
|------------------------------------|--------------------|-----------------------|-----------------------|-------------------|
| <u>Hours of Operation</u> | 11 A.M.– 10 P.M | 11 A.M.– 12 Midnight | 10 A.M. – 12 Midnight | 10 A.M. – 10 P.M. |
| <u>Amount Vehicles Circulating</u> | 4 (11am– 2pm) | 4 (11am– 2pm) | 3 (10am– 12 noon) | 3 (10am–12 noon) |
| | 2 (2pm – 5pm) | 2 (2pm – 5pm) | 4 (12 noon – 8pm) | 4 (12 noon – 8pm) |
| | 3 (5pm – 8pm) | 3 (5pm – 12 midnight) | 3 (8pm – 12 midnight) | 3 (8pm – 10pm) |
| | 2 (8pm – 10pm) | | | |

a) Scheduled Hours:

The Contractor shall provide the number of vehicles circulating per hour during the dates and times listed above billing at the hourly rates listed in Exhibit "B" provided the Maximum Annual Cost for Scheduled Circulating Vehicles (ASCV) does not exceed \$529,000 per year. Any changes in the service hours and/or changes to the number of vehicles circulating per hour shall be in writing and mutually agreed upon.

b) Additional Flexible Hours:

The City may authorize Contractor to provide Authorized Flexible Circulating Vehicles (AFCV) for special events and/or to be used if demand increases during certain hours. The use of the flexible hours need to be pre-authorized in writing by the City Manager. Contractor shall bill for AFCV at the hourly rates listed in Exhibit "B" provided the Maximum Annual Cost for AFCV does not exceed \$61,000 per year.

1.7 ADVERTISING

The City may elect to include the City logo and other visuals in a car wrap. City must approve the design of the wrap and may modify the design up to (4) four times per year at no cost to the City. The Contractor will offer free advertising to local businesses via the Ride Freebee mobile application. Initially the City will not allow for paid advertising. Subject to City's prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, if in accordance with all City ordinances, policies and procedures.

Contractor will include screens in all four vehicles with the ability to play video content provided by the City. Freebee will make its best effort to include audio capabilities.

1.8 COST OF THE PROGRAM TO THE CITY

The Contractor shall ensure any fees to be charged to the City for the Program are outlined in the agreement. Fees that are not outlined in the agreement will not be accepted. All fees shall remain firm for up to three-year period of the agreement. Any escalation in pricing thereafter will be subject to approval by the City in its sole discretion.

1.9 CONTRACTOR'S RESPONSIBILITY

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

The Contractor shall be responsible for obtaining all necessary permits for charging stations and be in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

The Contractor will be responsible for securing its own office space.

The 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 and insurance.

Contractor Initials

PK

City Initials

JS

Page 23

EXHIBIT "B" – PRICING

Maximum Annual Cost for Scheduled Circulating Vehicles

| Vehicle Type | Cost/Hour/Vehicle | Total Annual Cost |
|--------------|-------------------|----------------------------|
| Tesla | \$37.47/hr | |
| XL Van | \$45.94/hr | |
| Total | | <u>\$529,000.00</u> |

The Contractor shall provide the number of vehicles circulating per hour during the dates and times listed in section 1.6 (24) billing at the hourly rates listed above provided the Maximum Annual Cost for Scheduled Circulating Vehicles does not exceed \$529,000 per year. Any changes in the service hours and/or changes to the number of vehicles circulating per hour shall be in writing and mutually agreed upon. Contractor will bill for scheduled hours only, even if ride is extended by a few minutes.

Maximum Annual Cost for Authorized Flexible Circulating Vehicles

| Vehicle Type | Cost/Hour/Vehicle | Total Annual Cost |
|--------------|-------------------|---------------------------|
| Tesla | \$34.47/hr | |
| XL Van | \$42.26/hr | |
| Total | | <u>\$61,000.00</u> |

The City may authorize Contractor to provide Authorized Flexible Circulating Vehicles for special events and/or to be used if demand increases during certain hours. The use of the flexible hours need to be pre-authorized in writing by the City Manager. Contractor shall bill for AFCV at the hourly rates listed above provided the Maximum Annual Cost for AFCV does not exceed \$61,000 per year. Contractor will bill for authorized flexible hours only, even if ride is extended by a few minutes.

The Contract Sum shall not to exceed \$590,000 per year

Contractor Initials JK City Initials JS

EXHIBIT "B"

CONTRACTOR'S QUOTE



RY

freebee



Surfside
FLORIDA

and microtransit service is the perfect fit for the lively and vibrant landscape of the city. With its wealth of amenities and attractions, Freebee becomes the heartbeat of the city, ensuring that from all corners of the city can easily immerse themselves in the dynamic

persona of an influential neighborhood guide on steroids, unveiling a hidden world within the city. From hidden gems to popular hotspots, Freebee's curated content is simplifying the allure of Surfside. As this visionary approach intertwines the city's renaissance.

Surfside, the city proudly embraces its identity as a well-connected, vibrant, and community engagement.



SUMMER RIENCE

Freebee



Surfside
FLORIDA

arked by convenience, engagement, and community connection.

ocal knowledge, play a significant role in enhancing the Freebee
ing insights about local businesses, and attractions, transforming
nto a journey of discovery.

ce has cultivated a high level of customer satisfaction, with users
oes Freebee make transportation accessible and hassle-free, but
onnection within the community.



freebee



Surfside
FLORIDA



our 100% electric car fleet, making a significant contribution to
as us to reduce the greenhouse gas emissions usually associated with
ment.

ern, efficient transportation, but
energy use, diminishing reliance
lessly with minimal



freebee



Surfside
FLORIDA

CE

and for Surfside, built to service the
development solutions. This
mobile app so that consumers
rotation within the designated

ride:

an additional discount for the



E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath