

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT, DATED MAY 29, 2019, BETWEEN THE CITY AND BEEFREE, LLC (D/B/A FREEBEE) FOR ON-DEMAND TRANSIT SERVICES; SAID AMENDMENT APPROVING ADDITIONAL SERVICES: (1) DURING MEMORIAL DAY WEEKEND, 2021, IN THE APPROXIMATE AMOUNT OF \$4,000; AND (2) ALONG THE COLLINS AVENUE CORRIDOR, FROM 23 STREET TO 44 STREET, AS A TEMPORARY TRAFFIC MITIGATION STRATEGY DURING THE CONSTRUCTION OF THE INDIAN CREEK DRIVE FLOOD MITIGATION PROJECT, THROUGH SEPTEMBER 30, 2021, IN THE APPROXIMATE AMOUNT OF \$61,000; AND FURTHER AUTHORIZING THE CITY MANAGER TO APPROVE ADDITIONAL SERVICES, SUBJECT TO FUNDING AVAILABILITY, AND PROVIDED THAT THE COST DOES NOT EXCEED \$100,000.

WHEREAS, on May 29, 2019, the City and Beefree, LLC d/b/a Freebee ("Freebee") executed a Professional Services Agreement ("Agreement") for the City of Miami Beach On-Demand Transit Service Pilot Program in Middle Beach; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30997, authorizing the City Manager to negotiate Amendment No. 1 to the Agreement, extending the pilot program through October 31, 2019, adding two more vehicles in service, and permitting advertisement on the vehicles to offset some of the operating costs to the City; and

WHEREAS, on October 16, 2019, the Mayor and City Commission adopted Resolution No. 2019-31057, unanimously approving the extension of the pilot program for two additional months, through December 31, 2019; and

WHEREAS, Amendment No. 1 to the Agreement was executed on November 8, 2019, incorporating the foregoing modifications to the scope of the Agreement and extending the pilot program to December 31, 2019; and

WHEREAS, on December 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-31110, waiving, by 5/7th vote, the formal competitive bidding requirement in Section 2-367(e) and approving an extension of the term of the Agreement for an additional three (3) years, commencing on January 1, 2020 and expiring on December 31, 2022; and

WHEREAS, Amendment No. 2 to the Agreement was executed on February 24, 2020; and

WHEREAS, as a result of the COVID-19 pandemic and various State, County and City emergency orders, on March 23, 2020, via Letter Agreement, the City partially suspended the on-demand transportation services (Services) under the Agreement by modifying the scope of Services to provide Services for the elderly ("Amendment No. 3"); and

WHEREAS, based upon the emergency orders in effect at the time, on April 1, 2020, via Letter Agreement, the City suspended all Services under the Agreement ("Amendment No. 4"); and

WHEREAS, on November 16, 2020, via Letter Agreement, the City modified the Agreement, to repurpose the Middle Beach On-Demand Transit Service to provide essential mobility services for elderly residents living in affordable housing facilities throughout the City, taking them to the closest Publix supermarket or pharmacy, 7 days a week, from 7:00 AM to 5:30 PM, through December 30, 2020 ("Amendment No. 5"); and

WHEREAS, on December 30, 2020, via Letter Agreement, the City extended the period of Services for a limited period of time, through January 20, 2021 ("Amendment No. 6"); and

WHEREAS, on January 19, 2021, the City, via Letter Agreement, extended the Services under the Agreement through September 30, 2021 (Amendment No. 7); and

WHEREAS, the Administration wishes to provide a free shuttle service operated by Freebee to transport the public from/to the 5 Street and Alton Road parking garage and from/to 10 Street between Collins Avenue and Ocean Drive to mitigate traffic congestion and on-street parking demand during the Memorial Day Weekend 2021 event, in the approximate amount of \$4,000; and

WHEREAS, the Administration also wishes to provide a free On-Demand Transit Service operated by Freebee as a temporary traffic mitigation strategy, to improve mobility along Collins Avenue, from 23 Street to 44 Street, during construction of the Indian Creek Drive Flood Mitigation project, through September 30, 2021, in the approximate amount of \$61,000; and

WHEREAS, the Administration recommends authorizing the City Manager to add additional Services to the Agreement, as needed, including, without limitation, to address City events which impact mobility or any other unmet transportation needs of the City, provided that the Transportation and Mobility Department has funds available and the cost for the additional Services does not exceed \$100,000; and

WHEREAS, based upon the foregoing, the City Manager recommends approving Amendment No. 8 to the Agreement, in the form incorporated herein by reference and attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager to execute Amendment No. 8 to the Professional Services Agreement, dated May 29, 2019, between the City and Beefree, LLC (d/b/a Freebee) for On-Demand Transit Services; said amendment approving additional Services: (1) during Memorial Day Weekend, 2021, in the approximate amount of \$4,000; and (2) along the Collins Avenue corridor, from 23 Street to 44 Street, as a temporary traffic mitigation strategy during the construction of the Indian Creek Drive Flood Mitigation project, through September 30, 2021, in the approximate amount of \$61,000; and further authorize the City Manager to approve additional Services, subject to funding availability and provided that the cost does not exceed \$100,000.


PASSED and **ADOPTED** this 26th day of May 2021.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney



Date

5-25-21

**AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH
AND
BEEFREE, LLC D/B/A FREEBEE
FOR
THE CITY OF MIAMI BEACH ON-DEMAND TRANSIT SERVICE
REQUEST FOR QUOTE**

This Amendment No. 8 ("Amendment") to the Professional Services Agreement, dated May 29, 2019 ("Agreement"), by and between the City of Miami Beach, Florida, a municipal corporation, organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City"), and Beefree, LLC, a Florida limited liability company, d/b/a Freebee, having its principal place of business at 2312 N. Miami Avenue, Miami, Florida 33127 ("Contractor"), is entered into this ____ day of _____, 2021:

WHEREAS, on May 29, 2019, the City and Contractor executed a Professional Services Agreement ("Agreement") for the City of Miami Beach On-Demand Transit Service Pilot Program in Middle Beach; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30997, authorizing the City Manager to negotiate Amendment No. 1 to the Agreement, extending the pilot program through October 31, 2019, adding two more vehicles in service, and permitting advertisement on the vehicles to offset some of the operating costs to the City; and

WHEREAS, on October 16, 2019, the Mayor and City Commission adopted Resolution No. 2019-31057, unanimously approving the extension of the pilot program for two additional months, through December 31, 2019; and

WHEREAS, Amendment No. 1 to the Agreement was executed on November 8, 2019, incorporating the foregoing modifications to the scope of the Agreement and extending the pilot program to December 31, 2019; and

WHEREAS, on December 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-31110, waiving, by 5/7th vote, the formal competitive bidding requirement in Section 2-367(e) and approving an extension of the term of the Agreement for an additional three (3) years, commencing on January 1, 2020 and expiring on December 31, 2022; and

WHEREAS, Amendment No. 2 to the Agreement was executed on February 24, 2020; and

WHEREAS, as a result of the COVID-19 pandemic and various State, County and City emergency orders, on March 23, 2020, via Letter Agreement, the City partially suspended the On-Demand Transportation Services (Services) under the Agreement by modifying the scope of Services to provide Services for the elderly ("Amendment No. 3"); and

EXHIBIT "A"

WHEREAS, based upon the emergency orders in effect at the time, on April 1, 2020, via Letter Agreement, the City suspended all Services under the Agreement ("Amendment No. 4"); and

WHEREAS, on November 16, 2020, via Letter Agreement, the City modified the Agreement, to repurpose the Middle Beach On-Demand Transit Service to provide essential mobility services for elderly residents living in affordable housing facilities throughout the City, to the closest Publix supermarket or pharmacy, 7 days a week, from 7:00 AM to 5:30 PM, through December 30, 2020 ("Amendment No. 5"); and

WHEREAS, on December 30, 2020, via Letter Agreement, the City extended the period of Services for a limited period of time, through January 20, 2021 ("Amendment No. 6"); and

WHEREAS, on January 19, 2021, the City, via Letter Agreement, extended the Services under the Agreement through September 30, 2021 ("Amendment No. 7") (the Agreement, as modified by Amendments No. 1 through 7 of the Agreement shall be collectively referred to herein as the "Agreement"); and

WHEREAS, on May 26, 2021, the Mayor and City Commission adopted Resolution No. _____, approving and authorizing the City Manager to execute Amendment No. 8 to the Agreement; said amendment approving additional services: (1) during Memorial Day Weekend, 2021, in the approximate amount of \$4,000; and (2) along the Collins Avenue corridor, from 23 Street to 44 Street, as a temporary traffic mitigation strategy during the construction of the Indian Creek Drive Flood Mitigation project, through September 30, 2021, in the approximate amount of \$61,000; and further authorizing the City Manager to approve additional Services, subject to funding availability and provided that the cost does not exceed \$100,000.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Contractor hereby agree to amend the Agreement as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The Agreement is hereby modified (deleted items ~~struck through~~ and inserted items underlined) as follows:

(a) A new Section 2.3 (Additional Services) is hereby added to the Agreement, as follows:

2.3 ADDITIONAL SERVICES

The City Manager may request additional Services (collectively, "additional Services") including, without limitation, On-Demand Transit Services, shuttle services, or other types of transportation services. Any proposals for additional Services must be approved by the City Manager, in writing, prior to being implemented, and memorialized by an amendment to the Agreement, executed by the City Manager and Contractor. Any payment adjustment in connection with a request for additional Services shall be calculated based upon the per service rate set forth in Section 4.1 of the Agreement, unless otherwise indicated in the scope for the additional Services. If the total cost of the scope of the additional

Services exceeds \$100,000, the request must be approved by the City Commission.

- (b) Additional Services are hereby added to the Agreement, pursuant to the Scope of Services set forth in Exhibit "B-5," incorporated herein by reference and attached hereto, in order to provide Services for the Memorial Day Weekend, 2021.
- (c) Additional Services are hereby added to the Agreement, pursuant to the Scope of Services set forth in Exhibit "B-6," incorporated herein by reference and attached hereto, in order to provide Services along the Collins Avenue corridor, from 23 Street to 44 Street, as a temporary traffic mitigation strategy during the construction of the Indian Creek Drive Flood Mitigation Project, initially through September 30, 2021, subject to possible extension of the term and/or expansion of Scope of Services by the City Manager. Any such modification shall be memorialized by an amendment to the Agreement, executed by the parties.

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 8 to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

City Manager

Date: _____

FOR CONTRACTOR:

BEEFREE, LLC D/B/A FREEBEE

ATTEST:

By: _____

Print Name and Title

Print Name and Title

Date: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

5-25-21
Date

**SCOPE OF ADDITIONAL SERVICES (SERVICES)
FOR
MEMORIAL DAY WEEKEND 2021 PARKING SHUTTLE FREEBEE SERVICE**

I. Introduction and Background

During the 2021 Memorial Day Weekend, the City will provide a special free Freebee shuttle service to transport the public from/to 5 Street and Alton Road parking garage and from/to 10 Street between Collins Avenue and Ocean Drive. The service is intended to mitigate traffic congestion and on-street parking demand during the Memorial Day Weekend event.

II. Service Operation

The Contractor shall provide a Shuttle Transit service exclusively from/to 5 Street and Alton Road parking garage and from/to 10 Street between Collins Avenue and Ocean Drive.

Customers shall be able to request service in real-time at the designated pickup/drop off location (5 Street and Alton Road garage or 10 Street between Collins Avenue and Ocean Drive)

III. Service Days and Hours

Service hours shall be as follows:

- The shuttle service will operate on Saturday, May 29 and Sunday, May 30 from 9 a.m. to 8 p.m.
- Service hours consist of a maximum of 10.25 billable hours and up to two (2) 45-minute breaks per vehicle per day, if needed, for purposes of vehicle charging and driver's breaks

To the extent feasible, drivers' breaks and vehicle charging shall take place during time of lowest passenger demand, which will be determined after service start. Additionally, 3 vehicles shall always be in service (only 1 vehicle out of service due to charging or for driver's break, and only when needed).

The hourly operating rate for this service shall be \$ 40.00.

The Contractor must provide turnkey vehicle operation, maintenance, dispatch, marketing and reporting. This includes vehicle procurement, if applicable, and back office IT, service planning, project management and administrative support.

Contractor shall assign a project manager to coordinate with the Miami Beach Project Manager and act as the point person for the Contractor in all communications with City of Miami Beach who shall coordinate and participate in monthly meetings with City of Miami Beach's Project Manager. The Contractor shall report to City of Miami Beach's Project Manager and shall work closely with City of Miami Beach to ensure successful implementation and service improvements throughout the Term of the Agreement.

IV. Vehicle Specifications, Vehicle Charging and Parking Requirements

Minimum vehicle specifications, as well as charging and parking requirements are listed below:

- Vehicle Type: Electric vehicle with full doors, windows and seatbelts, one (1) vehicle of which will be wheelchair accessible

- Vehicle Year: 2016 or newer
- Seating Capacity: minimum of 4 plus driver (without the wheelchair passenger).
- Vehicle Charging: Chargers to be provided, installed, operated and maintained by the Contractor during the entire program, including covering the cost of electricity, will remain property of Contractor at the end of term
- Overnight Vehicle Parking: While the cost of parking will be borne by the Contractor, the City will, if requested by the Contractor, assist in securing the space at one of the City garages at the cost of approximately \$100/month/vehicle
- Vehicle must be motorized and street legal

V. Personnel Requirements

The primary objectives of the service are to provide a safe, clean, reliable, and efficient public transportation service resulting in a pleasant experience for each and every passenger. Project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work on this project.

VI. Personnel Background Checks

Contractor shall comply with the requirements of Section 435.04, Florida Statutes ("Section 435.04") and ensure that only those employees who have successfully passed the background screening required by Section 435.04, and who meet the standards established by Section 435.04, be allowed to perform Services under this Agreement (referred to herein as "Personnel").

The Personnel shall undergo the aforesaid background screening and a drug screening, as well as a credit history check for those positions that require the handling of money (collectively referred to herein as "Background Check Process") prior to providing Services pursuant to this Agreement. The Background Check Process will be conducted by Contractor, at Contractor's sole cost. Contractor will also bear the cost of any fees imposed by the Florida Department of Law Enforcement to maintain the records related to the background screening provided with the respect to Contractor and its Personnel. Contractor will provide the City Manager's designee with the results of background checks of each Personnel. Employment shall be contingent upon satisfactory results, as determined by the City, in writing. **The Personnel shall not be permitted to perform Services under this Agreement until such time as the Background Check Process has been completed and the Personnel cleared by the City to perform duties under this Agreement.** If any Personnel is away from the job for a period of 45 or more days, a new Background Check Process shall be performed.

The City and Contractor agree and acknowledge that the failure of Contractor to perform any of the duties described in this Subsection shall constitute a material breach of this Agreement, for which the City reserves the right to terminate immediately and without further liability to the City. Contractor agrees to indemnify and hold harmless the City, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this Subsection or Section 435.04.

Contractor agrees to require all of its Personnel to notify the Contractor and the City of any arrest(s) or conviction(s) of any offense within 24 hours of its occurrence. Contractor further agrees to immediately notify the City upon becoming aware that one of its Personnel, who was

previously certified as completing the Background Check Process, is subsequently arrested or convicted of any disqualifying offense. **Failure by Contractor to notify the City of such arrest or conviction within 24 hours of being put on notice shall constitute a material breach of this Agreement entitling the City to terminate this Agreement immediately, without further liability to the City.**

VII. Fare and Passenger Age

No fare will be charged to passengers for this service and no tip jar shall be displayed and drivers shall not solicit tip acceptance, unless desired by the passenger for exceptional service. Fare information will be included in existing and new marketing collaterals produced by the Contractor and the City of Miami Beach. Minors underage of 12 shall be accompanied by parent or guardian.

VIII. Vehicle Branding and Music

City shall pay cost of production and installation for changes to the City's design. Additionally, no music shall be played on vehicles providing service.

IX. Service Interruptions

All service interruptions shall be reported to the City immediately as they occur. Vehicle repair shall be expedited so that service interruptions are minimized. Contractor will use best effort to commence service as soon as possible and no later than twenty-four (24) hours from the time service interruption occurred. Summary of all interruptions occurred during the invoicing period shall be provided with the invoice to the City and the Contractor shall not be compensated for any time elapsed without service. During the time vehicle is out of service, customer-friendly message shall be displayed on mobile application advising as to the reason why service is not available as well as when service will become available. Spare vehicle shall have the same exterior branding/design as pilot-program vehicle or pre-approved Freebee branding advertising.

X. Service Marketing

The Contractor in coordination with the City shall develop a strategy and schedule for public outreach and marketing for the program. The strategy should address both service launch phase and how to ensure continue to promote the service throughout the Term of the program, to help ensure its success. The strategy shall be coordinated with and approved by the City of Miami Beach Communications Department.

XI. Vehicle Cleaning, Safety Guidelines and Precautions in Response to COVID-19 (Corona Virus)

The Contractor shall be responsible for providing its agents, staff, employees, and independent contractors who perform Services on behalf of Contractor under this Agreement with all personal protective equipment such as gloves, masks, face shields, hand sanitizers, etc., and ensure use of such equipment by its agents, staff, employees, and independent contractors who perform Services under this Agreement.

The Contractor staff shall sanitize high touch areas, such as door handles, handholds, seats, after completion of each trip during service hours using materials that meet the Environmental Protection Agency (EPA) guidelines for COVID-19, at its own cost.

Exhibit "B-5"

The City may elect to provide hand sanitizing solution and dispensers to be installed in vehicles for passengers to use on board of the vehicles during service hours. Such dispensers and solution will be provided by the City to the Contractor. The Contractor is required to refill as needed hand sanitizer dispensers on board of vehicles, ensuring hand sanitizing solution is always available on board of the vehicle for passengers to use (as long as supplies are provided by the City and available).

The Contractor is required to conduct deep cleaning/sanitizing of each vehicle when the vehicle returns to the garage before next departure.

The City reserves the right to conduct monitoring of the service with goal of ensuring Contractor and its staff perform vehicle disinfection in accordance to the frequency and guidance provided by the City, provide hand sanitizing solution for use by passengers and operators are using personal protective equipment as directed.

To ensure the safety of our operators and passengers aboard the vehicles, the following precautions shall be followed, as warranted:

- Contractor is required to conduct daily health screening check point, including taking employee temperature, and maintaining log of all employees entering the workplace
- Contractor shall encourage sick employees to stay home
- Contractor shall provide employees with where to find accurate information about COVID-19, its symptoms, and how it spreads
- Contractor shall provide to, and require from, each operator to wear face masks.
- Contractor shall educate operators to avoid close contact with customers by:
 - Kindly asking customers to handle their own personal bags and belongings during pick-up and drop-off, unless passengers are unable to do so without assistance
- Passengers are required to wear a facial mask or a facial covering at all times, as directed by the City

Memorial Day Weekend
Free Parking Shuttle Service
 Saturday May 29th & Sunday May 30th
 From 9AM to 8PM



**SCOPE OF ADDITIONAL SERVICES (SERVICES)
FOR
COLLINS AVENUE TRAFFIC MITIGATION ON-DEMAND FREEBEE SERVICE**

I. Introduction and Background

Due to the current closure of Indian Creek Drive from 41 Street to 26 Street for construction, Collins Avenue was temporarily converted from three lanes/one-way northbound traffic to two lanes/two-way traffic (one lane in each direction) to accommodate the bi-directional Maintenance of Traffic (MOT) plan on Collins Avenue extending within the project limits. This MOT facilitates continuous construction along Indian Creek Drive; however, it creates severe congestion and mobility challenges along Collins Avenue within the project limits.

To improve mobility along Collins Avenue during construction of the Indian Creek Drive Flood Mitigation project, the City is pursuing implementation of an on-demand transit service operated by Freebee as a temporary traffic mitigation strategy. The on-demand service will be provided to the public for trips beginning and ending within a geo-fenced service area bounded by Indian Creek Drive on the west, Collins Avenue on the east, 23 Street on the south, and 44 Street on the north, as more particularly described in the map, incorporated herein by reference and attached hereto. Service could be requested via the Freebee mobile application, by calling a pre-determined phone number, or by "flagging" a Freebee vehicle travelling within the service area.

The Contractor must provide turnkey vehicle operation, maintenance, dispatch, marketing and reporting. This includes vehicle procurement, if applicable, and back office IT, service planning, project management and administrative support.

II. Service Operation

The Contractor shall provide On-Demand Transit service exclusively within geofenced service area, focusing on short trip types and first/last mile service. Requests for destinations outside of geofenced area shall be documents and shared with the City for service planning purposes.

Customers shall be able to request service in real-time through a software/technology platform, by calling telephone number or by hailing. The service shall operate as a continuous vanpool, dynamically adjusting vehicle routing using technology platform to appropriately meet ridership demand and service needs within the service area, minimizing wait times and trip length times.

III. Service Days and Hours

Service hours shall be as follows:

- from 8AM to midnight, 7 days a week with one (1) ADA-accessible vehicle in service until September 30, 2021
- Service hours consists of 14.5 billable hours and two (2) 45-minute breaks per day for purposes of vehicle charging and driver's breaks

To the extent feasible, drivers' breaks and vehicle charging shall take place during time of lowest passenger demand, which will be determined after service start. During the time a vehicle is out of service, a customer-friendly message shall be displayed on mobile application advising as to the reason why service is not available as well as when service will become available.

The hourly operating rate for this service shall be \$ 26.25.

The City reserves the right to modify the service level/hours of operation above or below what is specified in this document. If the proposed increase or decrease is greater than 20% in number of operating hours, then the hourly operating rate shall be negotiated with the Contractor.

IV. Vehicle Specifications, Vehicle Charging and Parking Requirements

Minimum vehicle specifications, as well as charging and parking requirements are listed below:

- Vehicle Type: Electric vehicle with full doors, windows and seatbelts, one (1) vehicle of which will be wheelchair accessible
- Vehicle Year: 2016 or newer
- Seating Capacity: minimum of 4 passengers plus driver (without the wheelchair passenger)
- Vehicle Charging: Chargers to be provided, installed, operated and maintained by the Contractor during the entire program, including covering the cost of electricity, will remain property of Contractor at the end of term
- Overnight Vehicle Parking: While the cost of parking will be borne by the Contractor, the City will, if requested by the Contractor, assist in securing the space at one of the City garages at the cost of approximately \$100/month/vehicle
- Vehicle must be motorized and street legal

V. Technology Platform, Tracking and Reporting of Program Metrics

The Contractor shall use a technology platform that supports demand responsive operations. Features may include, but are not limited to:

- Routing and dispatch of vehicles in the form of a mobile application
- Remote real-time tracking of service for both users and dispatch
- Customer-friendly mobile application available for download in the Apple and Android stores
- Dashboard for analysis of service operations available to City of Miami Beach staff
- Application Programming Interface (API) enabled to connect with Miami Beach e-Gov/trolley tracker app, Miami-Dade Transit app, and Google maps

The Contractor shall provide a real-time on-line data portal where all relevant data sources are housed, and the City of Miami Beach Project Manager and staff can track pre-determined metrics. The Contractor shall be responsible for tracking and reporting data including but not limited to hourly, daily, weekly, monthly ridership, vehicle occupancy, trip origins and destinations, heat maps, minimum, maximum and average wait times, minimum, maximum and average trip length, passenger demographics, ride request method utilized, number of canceled trips (by operator and by the customers), number of missed trips (if vehicle didn't serve customer and customer never cancelled request), vehicle utilization and similar. For cancelled trips, information as to duration of time between when ride was requested and cancelled shall be reported. Additionally, the Contractor shall report drivers' ratings and feedback received from the passengers.

Contractor shall assign a project manager to coordinate with the Miami Beach Project Manager and act as the point person for the Contractor in all communications with City of Miami Beach who shall coordinate and participate in monthly meetings with City of Miami Beach's Project Manager. The Contractor shall report to City of Miami Beach's Project Manager and shall work

closely with City of Miami Beach to ensure successful implementation and service improvements throughout the Term of the Agreement.

VI. Personnel Requirements

The primary objectives of the service are to provide a safe, clean, reliable, and efficient public transportation service resulting in a pleasant experience for each and every passenger. Project personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work on this project.

VII. Personnel Background Checks

Contractor shall comply with the requirements of Section 435.04, Florida Statutes ("Section 435.04") and ensure that only those employees who have successfully passed the background screening required by Section 435.04, and who meet the standards established by Section 435.04, be allowed to perform Services under this Agreement (referred to herein as "Personnel").

The Personnel shall undergo the aforesaid background screening and a drug screening, as well as a credit history check for those positions that require the handling of money (collectively referred to herein as "Background Check Process") prior to providing Services pursuant to this Agreement. The Background Check Process will be conducted by Contractor, at Contractor's sole cost. Contractor will also bear the cost of any fees imposed by the Florida Department of Law Enforcement to maintain the records related to the background screening provided with the respect to Contractor and its Personnel. Contractor will provide the City Manager's designee with the results of background checks of each Personnel. Employment shall be contingent upon satisfactory results, as determined by the City, in writing. **The Personnel shall not be permitted to perform Services under this Agreement until such time as the Background Check Process has been completed and the Personnel cleared by the City to perform duties under this Agreement.** If any Personnel is away from the job for a period of 45 or more days, a new Background Check Process shall be performed.

The City and Contractor agree and acknowledge that the failure of Contractor to perform any of the duties described in this Subsection shall constitute a material breach of this Agreement, for which the City reserves the right to terminate immediately and without further liability to the City. Contractor agrees to indemnify and hold harmless the City, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this Subsection or Section 435.04.

Contractor agrees to require all of its Personnel to notify the Contractor and the City of any arrest(s) or conviction(s) of any offense within 24 hours of its occurrence. Contractor further agrees to immediately notify the City upon becoming aware that one of its Personnel, who was previously certified as completing the Background Check Process, is subsequently arrested or convicted of any disqualifying offense. **Failure by Contractor to notify the City of such arrest or conviction within 24 hours of being put on notice shall constitute a material breach of this Agreement entitling the City to terminate this Agreement immediately, without further liability to the City.**

VIII. Fare and Passenger Age

No fare will be charged to passengers for this service and no tip jar shall be displayed and drivers shall not solicit tip acceptance, unless desired by the passenger for exceptional service. Fare information will be included in existing and new marketing collaterals produced by the Contractor and the City of Miami Beach. Minors underage of 12 shall be accompanied by parent or guardian.

IX. Vehicle Branding, Music and Advertisement

A. Branding and Music

Vehicle exterior branding/design will be provided to the Contractor by the City. Cost of installation of exterior branding/wrap and any necessary maintenance required shall be borne by the Contractor and limited to first design. City shall pay cost of production and installation for changes to the City's design. Additionally, no music shall be played on vehicles providing ODT service.

B. Advertisement on Vehicles

While the City understands the need to maximize advertising revenue, the City is also interested in maintaining a pleasant and aesthetic image and ensuring the quality-of-life of its residents.

The Contractor shall have the right to solicit and sell advertising to be installed on vehicles and have the right to enter into separate agreements with advertisers for the placement of advertising on the vehicles and negotiate the advertising rates. The Contractor, at its sole cost and expense, shall be responsible for the design, development, production, redesign, removal, and installation of such advertising.

The Contractor shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. No advertising which is considered objectionable and offensive in its content or method of presentation shall be displayed.

Prior to its installation, the Contractor is required to submit the advertisement content to the City's Project Manager, for City's review and approval. The City, at its discretion, may request removal of any advertisement if it deems the advertisement is offensive, objectionable, or inappropriate.

The Contractor is required to remove any and all non-compliant advertisement content, as detailed below, within 24 hours after receipt of official notice from the City Manager or City's Project Manager. Additionally, any outdated advertisement shall be removed from the vehicles at no cost to the City.

The Contractor shall comply with the following:

1. All advertisements accepted for placement by the City, or by a contractor authorized by the City to accept advertising on behalf of the City, must comply with Federal, State, Miami-Dade County, and existing City of Miami Beach laws, laws, ordinances, rules and regulations.
2. The following categories of advertisement shall not be permitted:
 - a. unlawful or illegal goods, services or activities;
 - b. e-cigarettes, tobacco or tobacco-related products;
 - c. firearms;
 - d. sexual services, programs or products;

Exhibit "B-6"

- e. political candidates or political issues;
 - f. competitive products for any City of Miami Beach citywide exclusive sponsorship agreement, which currently includes Coca cola products, pursuant to an agreement between the City and Coca Cola; and
 - g. alcoholic beverages, as defined by Section 561.01, Florida Statutes.
3. No advertisement shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER" or any other word, symbol, or displays designed to distract vehicular traffic.
 4. No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001, Florida Statutes.
 5. No advertising shall be for businesses engaged in any activity that requires the exploitation of minors pursuant to Chapter 847, Florida Statutes.
 6. No advertising shall contain libelous material or material detrimental to the operation or goals of the City.

Any advertising revenue generated from the sale of advertising on the vehicles during the Term shall be divided equally between the City and the Contractor, with each entitled to 50% of advertising revenue that is generated and received by the Contractor. The City shall be permitted to apply its share of such revenue, if any, towards subsidizing the operating cost of ODT service. At any time, the City may request copies of advertising agreements entered into for the placement of advertising on the vehicles and the Contractor shall furnish said copies within fifteen (15) business days of receipt of such a request. Nothing in this section should be deemed to constitute a guarantee that the Contractor will sell advertising space or generate any revenue by selling advertising on the vehicles during the Term, and the City expressly acknowledges that no such guarantee has been made by the Contractor. Revenue if any shall be paid to the City on a monthly basis.

X. Service Interruptions

All service interruptions shall be reported to the City immediately as they occur. Vehicle repair shall be expedited so that service interruptions are minimized. Contractor will use best effort to commence service as soon as possible and no later than twenty-four (24) hours from the time service interruption occurred. Summary of all interruptions occurred during the invoicing period shall be provided with the invoice to the City and the Contractor shall not be compensated for any time elapsed without service. During the time vehicle is out of service, customer-friendly message shall be displayed on mobile application advising as to the reason why service is not available as well as when service will become available. Spare vehicle shall have the same exterior branding/design as pilot-program vehicle or pre-approved Freebee branding advertising.

XI. Service Marketing

The Contractor in coordination with the City shall develop a strategy and schedule for public outreach and marketing for the program. The strategy should address both service launch phase and how to ensure continue to promote the service throughout the Term of the program, to help ensure its success. The strategy shall be coordinated with and approved by the City of Miami Beach Communications Department.

XII. Vehicle Cleaning, Safety Guidelines and Precautions in Response to COVID-19 (Corona Virus)

The Contractor shall be responsible for providing its agents, staff, employees, and independent contractors who perform Services on behalf of Contractor under this Agreement with all personal protective equipment such as gloves, masks, face shields, hand sanitizers, etc., and ensure use of such equipment by its agents, staff, employees, and independent contractors who perform Services under this Agreement.

The Contractor staff shall sanitize high touch areas, such as door handles, handholds, seats, after completion of each trip during service hours using materials that meet the Environmental Protection Agency (EPA) guidelines for COVID-19, at its own cost.

The City may elect to provide hand sanitizing solution and dispensers to be installed in vehicles for passengers to use on board of the vehicles during service hours. Such dispensers and solution will be provided by the City to the Contractor. The Contractor is required to refill as needed hand sanitizer dispensers on board of vehicles, ensuring hand sanitizing solution is always available on board of the vehicle for passengers to use (as long as supplies are provided by the City and available).

The Contractor is required to conduct deep cleaning/sanitizing of each vehicle when the vehicle returns to the garage before next departure.

The City reserves the right to conduct monitoring of the service with goal of ensuring Contractor and its staff perform vehicle disinfection in accordance to the frequency and guidance provided by the City, provide hand sanitizing solution for use by passengers, and its operators are using personal protective equipment as directed.

To ensure the safety of our operators and passengers aboard the vehicles, the following precautions shall be followed, as warranted:

- Contractor is required to conduct daily health screening check point, including taking employee temperature, and maintaining log of all employees entering the workplace
- Contractor shall encourage sick employees to stay home
- Contractor shall provide employees with where to find accurate information about COVID-19, its symptoms, and how it spreads
- Contractor shall provide to, and require from, each operator to wear face masks. Clear face shield for protection may be required in tandem with masks
- Contractor shall educate operators to avoid close contact with customers by:
 - Kindly asking customers to handle their own personal bags and belongings during pick-up and drop-off, unless passengers are unable to do so without assistance
- Passengers are required to wear a facial mask or a facial covering at all times, as directed by the City

