

Disclaimer

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DRAFT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
[name of the Municipality]
AND
[name of the Contractor]

This Professional Services Agreement (the “Agreement”) is made effective as of the [Date] of [Year] (the “Effective Date”), by and between the [name of the Municipality], a Florida municipal corporation, (the “Municipality”) and [name of the Contractor], a Florida limited liability company (the “Contractor”, and together with Municipality, the “Parties”).

Recitals

WHEREAS, the Contractor will perform on-demand transportation services for the Municipality, as further described in Exhibit “A” attached hereto (the “Services”); and

WHEREAS, the Municipality desires to engage the Contractor to perform the Services as specified herein.

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

1. Scope of Services

- 1.1 Contractor shall provide the Services set forth herein and in Exhibit “A” in a professional manner and in accordance with all federal, state, and local laws.
- 1.2 Contractor will provide a specified number of vehicles with full doors and windows (the “Vehicles”), in accordance with Exhibit “A”, which will be exclusively dedicated to the Municipality for the term of this Agreement.
- 1.3 Contractor will operate the Vehicles in the Municipality’s designated service area (“Designated Service Area”) as set forth in the map attached hereto as Exhibit “B”.
- 1.4 Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement to the Municipality.

2. Term of the Agreement

- 2.1 The term of this Agreement shall be from the Effective Date through the [insert year] year thereafter (“Initial Term”), unless earlier terminated in accordance with Section 6.
- 2.2 After the Initial Term, this Agreement may be renewed for [2] optional [1] year terms (“Renewal Terms”) upon mutual agreement of the Parties.

3. Compensation

- 3.1 Municipality shall compensate Contractor for the Services rendered in accordance with the terms and service rates set forth herein and in Exhibit “A”.
- 3.2 The initial contract price resulting from this solicitation shall prevail for [insert number of years] from the Effective Date, with annual increases tied to the Consumer Price Index

(CPI), not to exceed 3%/year.

4. Payment and Invoicing

- 4.1 Contractor shall submit monthly invoices no later than the [*fifth (5th)*] business day of each month for all Services performed the previous month.
- 4.2 Contractor's invoices must contain the following information for prompt payment:
 - a. Name and address of the Contractor;
 - b. Contract number;
 - c. Invoice number;
 - d. Period of performance covered by the invoice;
 - e. Total value of invoice, and total invoices submitted to date;
 - f. A detailed statement of all Services performed during the month;
 - g. A comparison of Services scheduled to be performed with those actually performed; and
 - h. All information contained in Section 7.2.
- 4.3 Contractor's invoices must be submitted to:
 - a. [*First Last*]
 - b. [*Title*]
 - c. [*Address*]
 - d. [*Email*]
 - e. [*Phone Number*]
- 4.4 Municipality shall pay each invoice within [30] days of receipt of invoice. If the Municipality does not pay an accurate, verified invoice within [30] days, the Contractor shall provide written notice and an opportunity to cure within [15] days of receipt of such notice; providing, however, that the Municipality shall have up to [45] days to pay from the date of the Contractor's proper invoice.

5. Default

- 5.1 In the event of any lawsuit, litigation, proceeding or action (collectively, "Action") necessitated by a Party's default with respect to its obligations under this Agreement, the prevailing Party shall be reimbursed by the other Party for all costs and expenses incurred in connection with the Action, including, but not limited to, reasonable attorneys' fees and costs.

6. Termination

6.1 Termination for Cause

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term (s) of this Agreement and shall grant the defaulting Party [15] business days to cure such default. If such default remains uncured after [15] business days, the non-defaulting Party may terminate this

Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Contractor shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Agreement by Contractor, in an amount up to and not to exceed the total paid to date by the Municipality to Contractor. The Municipality, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Municipality's rights and remedies against Contractor. The prevailing Party shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Municipality to Contractor.

6.2 Termination for Convenience of the Municipality

The Municipality may, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination, which shall become effective [90] days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Municipality, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which both Parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Municipality pays Contractor in advance, the Municipality shall be entitled to a refund of the prorated amount calculated from the date of termination through the date that the contract would have expired had the Municipality not exercised this clause, Contractor shall issue such refund within thirty [30] days of the effective date of termination of the Agreement.

- 6.3 Contractor shall be paid for all Services accepted by the Municipality up to the date of termination, provided that Contractor has first complied with the following provisions. Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the Municipality, in a hard copy and electronic format within fourteen [14] days from the date of written notice of the termination or expiration of this Agreement.

7. Records and Reports

7.1 Records Requirement

Contractor shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by the Municipality upon reasonable notice to Contractor and shall be kept for a period of [5 years] after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the Municipality of any fees or expenses based upon such entries.

7.2 **Reporting Requirements**

Contractor agrees to provide the Municipality with all applicable reports, ridership information, and complaints received and resolved monthly as necessary to provide the Municipality with sufficient data and information to analyze the services provided and to complete required reports to be submitted to the applicable regulatory agencies.

The following information will be provided by Contractor to the Municipality as a component of the monthly invoice submittal.

- a. Service Cost/Operations and maintenance (“O&M”) costs, which shall include the total cost of operations and maintenance per month
- b. Number of Completed Rides
- c. Total Boardings
- d. Average Weekday Boardings
- e. Average Saturday Boardings
- f. Average Sunday Boardings
- g. Average Journey Time
- h. Average Distance per Ride
- i. Average Utilization (passengers per vehicle hour)
- j. Vehicle Miles Driven
- k. Vehicle Hours Driven
- l. No Show Rate
- m. Cancellation Rate
- n. Average Wait Time
- o. Average percentage of on-time pick up requests
- p. Average percentage of requested rides completed
- q. Quarterly Spending
- r. Top pick-up and drop-off locations
- s. Number of passengers picked-up and dropped off at transit facilities including Metrorail, Miami-Dade Transitway and Park-and Rides.
- t. Percentage of bookings shared

Reports shall be submitted to the Municipality on a monthly basis. Additionally, Contractor shall comply with federal, state, and local reporting requirements applicable to the subject service. Quarterly reports shall include the information listed above in aggregated format, including trends noticed. Monthly reports shall be submitted to the Municipality and the County no later than the 15th day of the following month.

Contractor agrees to provide to the County the real-time on-demand service route information in compliance with the General Transit Feed Specification Lite (GTFS Lite) and in a format approved by the Department of Transportation and Public Works (“DTPW”), or its successor department, such as provided by a Global Positioning System (“GPS”), and which is compatible with, and may be integrated into, the County's smartphone transit tracker application and common third-party applications.

8. **Contractor’s Responsibilities; Representations and Warranties**

8.1 The Contractor shall exercise the same degree of care, skill and diligence in the

performance of the Services as is ordinarily provided by a Contractor under similar circumstances.

- 8.2 Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws applicable to and necessary to perform the Services for Municipality as an independent contractor of the Municipality.
- 8.3 Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- 8.4 Contractor represents that it is an entity validly existing and in good standing under the laws of Florida.
- 8.5 The execution, delivery, and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms.

9. Municipality's Responsibilities; Representations and Warranties

- 9.1 Municipality shall make available any information, documents, or other data pertinent to the Services and in possession of the Municipality, upon written request of Contractor.
- 9.2 Upon Contractor's request, Municipality shall reasonably cooperate in arranging access to data or personnel as required for Contractor to perform the Services.

10. Conflict of Interest

- 10.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any Services similar to those provided pursuant to this Agreement to any private sector entities with any current or foreseeable adversarial issues in the Municipality. For the purposes of this section "adversarial" shall mean any issues where staff is recommending denial or denied an application for permitting or zoning, or an administrative appeal or court action wherein the Municipality is a party.

11. Insurance

11.1 Insurance Qualification

Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C", naming the Municipality as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Municipality, its officials, employees, agents, and volunteers naming the Municipality as additional insured. Any insurance maintained by the Municipality shall be in excess of Contractor's insurance and shall not contribute to Contractor's insurance. Notwithstanding the foregoing, should the Municipality require any changes to Contractor's insurance obligations during this Agreement, Contractor shall have the right to terminate this Agreement with cause without penalty or further obligation if the Municipality declines to provide Contractor

with additional compensation requested by Contractor in connection with such increased premiums for insurance coverage.

11.2 Certificates of Insurance

Certificates of Insurance shall be provided to the Municipality, reflecting the Municipality as an additional insured (except with respect to professional liability insurance and worker's compensation insurance), no later than [10] days prior to commencing Services. Each certificate shall include no less than [30] days advance written notice to the Municipality prior to cancellation, termination, or material alteration of said policies or insurance. Contractor shall be responsible for assuring that the insurance certificates required by this section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Municipality.

11.3 Additional Insured

Except with respect to professional liability insurance and worker's compensation insurance, the Municipality is to be specifically included as an additional insured for the liability of the Municipality resulting from Services performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Municipality as an additional insured, shall apply on a primary basis and any other insurance maintained by the Municipality shall be in excess of and shall not contribute to Contractor's insurance.

11.4 Deductible

Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

11.5 Waiver of Subrogation

Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Municipality.

12. Indemnification

12.1 Contractor shall indemnify and hold harmless Municipality, its officers, agents, directors, and employees, from liabilities, damages, losses, judgments, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall, further, hold the Municipality, its officials and employees, harmless for, and defend the Municipality, its officials and/or employees against, any civil actions, statutory or similar claims, regarding injuries or damages arising in any way out of, or resulting from, the Contractor's performance of the Services described in Exhibit "A", the permitted work required under this Contract, or the performance of this Contract, even if it is alleged that the Municipality, its officials and/or employees were negligent. In the event that any action or proceeding is brought against the Municipality by reason of any such claim or demand, Contractor shall, upon written notice from Municipality, defend such action or proceeding by counsel satisfactory to

Municipality. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Municipality or its officers, employees, agents and instrumentalities as herein provided.

- 12.2 The indemnifications provided above shall obligate Contractor to defend, at its own sole expense, to and through appellate, supplemental or bankruptcy proceeding, to provide for such defense, any and all claims of liability and all suits and actions of every name and description which may be brought against the Municipality within the scope of the above-described indemnifications.
- 12.3 These indemnifications will survive the cancellation or expiration of the Contract. These indemnifications will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Florida Statutes, as amended and as applicable. Contractor shall require all subcontractor agreements to include a provision that they will indemnify the Municipality.
- 12.4 The Contractor agrees and recognizes that the Municipality shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Municipality participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Municipality in no way assumes or shares responsibility or liability for the Contractor's actions or the consequences thereof.

13. Nondiscrimination

- 13.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all federal and state laws regarding nondiscrimination.

14. Severability

- 14.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

15. Notice

- 15.1 All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all-purpose hereunder upon deposit of same

into the United States mail:

To Municipality:	[Name], [Title] [Org] [Address 1] [Address 2]	Copies To:	[Name], [Title] [Org] [Address 1] [Address 2]
To Contractor:	[Name], [Title] [Org] [Address 1] [Address 2]	Copies To:	[Name], [Title] [Org] [Address 1] [Address 2]

16. Ownership and Access to Records and Audits

- 16.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Municipality shall, during the term of this Agreement and for a period of [5] years from the date of termination of this Agreement, have access to and the right to examine and audit any records of Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Municipality.
- 16.2 Upon request from the Municipality's custodian of public records, Contractor shall provide the Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Municipality.
- 16.4 Contractor shall notify Municipality and label or otherwise identify any and all materials and records which would be trade secrets or proprietary information that would be exempt as defined by Florida Statutes and provide a sworn affidavit from a person with personal knowledge attesting that the exempted documents constitute trade secrets within the meaning of Section 812.081, Florida Statutes, and stating the factual basis for the same. Pursuant to Section 815.045, Florida Statutes, the Municipality shall not disclose and shall maintain the confidentiality of any records which constitute a trade secret or proprietary information as defined by Florida Statutes.

17. Compliance with Laws

- 17.1 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform

the Services under this Agreement at its own expense.

18. Governing Law and Venue

18.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any legal proceedings arising out of this Agreement shall be in Miami-Dade County, Florida.

19. Survival of Terms

19.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either Party.

20. Waiver

20.1 The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. Force Majeure

21.1 Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostility, revolution, civil commotion, epidemic, fire, flood, hurricane or tropical storm, earthquake, explosion, or any act of God; provided that the cause whether or not enumerated in this section is beyond the reasonable control and without the fault or negligence of the Party seeking relief under this section.

22. E-Verify Affidavit

22.1 In accordance with Section 448.095, Florida Statutes, the Municipality requires all contractors doing business with the Municipality to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Municipality 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-everify>. By entering into this Agreement, 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.

23. Assignment

23.1 This Agreement shall not be assignable by either Party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or

denied.

Remainder of page intentionally left blank. Signature pages follow.

DRAFT

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

By: _____
Name: _____
Title: _____
Entity: _____

By: _____
Name: _____
Title: _____
Entity: _____

By: _____
Name: _____
Title: _____
Entity: _____

By: _____
Name: _____
Title: _____
Entity: _____

By: _____
Name: _____
Title: _____
Entity: _____

By: _____
Name: _____
Title: _____
Entity: _____

EXHIBIT A: DETAIL SCOPE OF SERVICES

A.1. Vehicle

The Contractor will provide mobile-based, on-demand door-to-door transportation services in the area designated by the Municipality in Exhibit “B” utilizing [*number of vehicles*] Vehicles.

[*Number of wheelchair-accessible vehicles*] Vehicle(s) shall be wheelchair accessible. All Vehicles, including wheelchair-accessible Vehicles, must meet all safety and mechanical standards established by federal, state, and local laws, rules, or regulations. Wheelchair-accessible Vehicles shall be equipped to allow for the safe loading, securing, and travel of passengers who use wheelchairs based on the Vehicle’s wheelchair capacity and in compliance with the specifications and regulations set forth by the Federal Transit Administration (“FTA”) for wheelchair-accessible Vehicles. The wheelchair-accessible Vehicles will be either lift or ramp equipped to accommodate wheelchairs and shall have a manual backup to its lift system as required by the Americans with Disabilities Act of 1990 (“ADA”). The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift if the power to the lift fails.

Contractor Vehicles shall be properly licensed and authorized to legally operate on the public streets and rights-of-way in the State of Florida;

- a. Vehicle maintenance must be performed by the contractor;
- b. Vehicles shall be aesthetically suitable for a neighborhood shuttle; and
- c. Vehicles shall be equipped with equipment/hardware to collect ridership in compliance with GTFS Lite.

A.1.1. Vehicle Information

The Contractor shall provide the following Vehicles, or similar approved by the Municipality, as shown below.

Vehicle Type 1	
Number of Vehicles:	[xx]
Vehicle Model:	[xx]
Vehicle Year:	[xx]
Seating Capacity:	[xx]
Maximum Mileage:	[xx]
Vehicle Type 2	
Number of Vehicles:	[xx]
Vehicle Model:	[xx]
Vehicle Year:	[xx]
Seating Capacity:	[xx]
Maximum Mileage:	[xx]

A.1.2. Vehicle Standards

The Vehicles used to provide Service must comply with all applicable federal, state, and local codes, safety standards and laws, and comply with or exceed manufacturer’s

safety and mechanical standards for the particular Vehicle and model used in the provision of Services under this Agreement.

- a. The Contractor shall develop a brand and logo suitable for multilingual users and campaigns that builds upon, and integrates with, Municipality's existing brand, subject to Municipality's design standards and approval;
- b. All Vehicles and equipment on the Vehicles shall be maintained in full operational condition at all times according to the manufacturer's recommendations;
- c. All Vehicles provided must have exterior free of grime, oil, or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the Vehicle;
- d. All Vehicles shall be clean in the interior and free from torn floor coverings, damaged or broken seats, and protruding sharp edges. The seats shall be padded and comfortable; and
- e. The Contractor shall describe drop off and loading practices (both at transit stops and other locations) to not impede on the traffic.

A.2. Personnel

The Contractor will provide drivers for the Vehicles, who will act as community ambassadors for the Municipality and will communicate public service announcements as may be communicated by the Municipality and the Contractor from time to time.

A.2.1. General Requirements

All personnel assigned must adhere to the following requirements:

- a. All personnel assigned shall be knowledgeable of the Services to be provided herein;
- b. All personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of Services. Discourtesy, rudeness, or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing Services;
- c. The Contractor shall provide manuals related to personnel policies and procedures and maintain an employee acknowledgment file with the employee signature indicating they have read and fully understand its contents. Contractor shall provide a copy of the training program and employee handbook to the Municipality upon request.

A.2.2. Driver Requirements

Drivers assigned must adhere to the following requirements:

- a. Drivers shall be trained in all operational procedures relating to the operation, including thorough knowledge of the service area street network;

- b. Drivers shall be trained in defensive driving and vehicle handling;
- c. Drivers shall be trained to provide transportation to elderly and disabled individuals;
- d. Drivers shall assist passengers confined to wheelchairs in boarding and tie-downs;
- e. The drivers shall be available and on-time daily to ensure consistent and reliable service;
- f. The Contractor shall provide adequate customer service training to its employees (drivers/customer personnel) and will demonstrate to the Municipality that drivers/customer personnel operating the vehicles for the Municipality, have attended and successfully completed customer service trainings;
- g. Drivers shall be dressed appropriately;
- h. Drivers are required to have a thorough knowledge of traffic regulations; and
- i. Drivers shall be able to communicate in English;
- j. Drivers shall demonstrate excellent customer service, sensitivity, courtesy, professionalism, high ethical standards, helpfulness, and safe driving habits.

A.3. Operating Hours

The Service will operate [*number of days*] days per week, unless modified by the Municipality, at its sole discretion. The Vehicles will be dedicated exclusively to serving individuals within the boundaries of the Service Areas described in Exhibit “B”. All rides shall either commence or terminate within the boundaries of the Service Area

A.3.1. Operating Hours

The Contractor will operate the Vehicles during the operating hours specified in in the table below.

Day of Week	Service Hours
Monday	[<i>hh:mm am to hh:mm pm</i>]
Tuesday	[<i>hh:mm am to hh:mm pm</i>]
Wednesday	[<i>hh:mm am to hh:mm pm</i>]
Thursday	[<i>hh:mm am to hh:mm pm</i>]
Friday	[<i>hh:mm am to hh:mm pm</i>]
Saturday	[<i>hh:mm am to hh:mm pm</i>]
Sunday	[<i>hh:mm am to hh:mm pm</i>]

The Contractor will comply with these service hours (weather and other conditions permitting), except for times when drivers are on company-approved shifts or meal breaks.

The operating hours set forth herein may be reasonably adjusted from time to time at the Municipality's sole discretion.

A.3.2. Holidays

Service will not be offered on the following holidays:

- a. Municipalities to include the holiday list at their discretion

A.3.3. Break Times

Driver shall take at least [xx] minutes for a break every [x] hour(s), but no longer than [xx] minutes during each shift.

A.4. Parking and Charging

A.4.1. Parking

[The Municipality will provide [*number of parking spaces*] parking spaces (“Designated Parking”) for the Vehicles for term of the Agreement, at no cost to Contractor. Contractor shall only use the Designated Parking to park and store Vehicles.

Or

The Municipality shall not be responsible for providing designated parking spaces for the Vehicles throughout the term of this Agreement. Contractor shall be responsible for Vehicle parking and storage.]

A.4.2. Charging Infrastructure

[The Municipality, at its own expense, will provide [*number of charging stations*] charging stations to the Contractor, at no cost to the Contractor.

Or

Contractor shall provide and install the required number of charging stations to operate the Vehicles at no cost to the Municipality.]

The Contractor shall be responsible for the maintenance of the charging stations and any cost associated therewith at all times.

A.5. Service Rates

[The Municipality shall pay an hourly rate of [\$xx.xx] per Vehicle, which annual contract cost shall not exceed [\$xxx,xxx.xx]. Any additional hours will be billed at a maximum hourly rate of [\$xx.xx] per Vehicle.

Or

The Municipality shall pay an hourly rate for each type of Vehicle as shown in the table below. The annual contract cost shall not exceed [\$xxx,xxx.xx].

	Hourly Rate	Additional Hourly Rate
Vehicle Type 1	[\$xx.xx]	[\$xx.xx]
Vehicle Type 2	[\$xx.xx]	[\$xx.xx]

A.6. Advertising and Branding

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 municipality shall have the right to require certain branding elements, such as the City's logo, on the vehicles and materials related to the service. The Miami-Dade County "half-penny" i.d. logo shall be required for any service funded in whole, or in part, with the municipality's share of transportation surtax funds, per guidelines established by the Citizens' Independent Transportation Trust. The Contractor, at its sole cost and expense, shall be responsible for the design, development, production, redesign, removal, and installation of such advertising or required branding.

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 Municipality for review and approval. The Municipality, at its sole 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 Municipality. Additionally, any outdated advertisement shall be removed from the Vehicles at no cost to the Municipality.

A.6.1. Advertisement Compliance

The Contractor shall comply with the following:

- a. All advertisements accepted for placement by the Municipality must comply with federal, state, and local laws, ordinances, rules, and regulations;
- b. The following categories of advertisement shall not be permitted:
 - i. unlawful or illegal goods, services or activities;
 - ii. e-cigarettes, tobacco or tobacco-related products;
 - iii. firearms;
 - iv. sexual services, programs or products;

- v. political candidates or political issues;
 - vi. competitive products for any Municipality exclusive sponsorship agreement; and
 - vii. alcoholic beverages, as defined by Section 561.01, Florida Statutes.
- c. No advertisement shall contain the words "STOP", "LOOK", "DRIVE IN", "DANGER" or any other word, symbol, or displays designed to distract vehicular traffic;
 - d. No advertising shall contain material that is immoral, lascivious, or obscene as defined in Section 847.001, Florida Statutes;
 - e. No advertising shall be for businesses engaged in any activity that requires the exploitation of minors pursuant to Chapter 847, Florida Statutes; and
 - f. No advertising shall contain libelous material or material detrimental to the operation or goals of the Municipality.

A.6.2. Revenue Share

Any advertising revenue generated from the sale of advertising on the Vehicles during the term shall be divided equally between the Municipality and the Contractor, with each entitled to [50%] of net advertising revenue that is generated and received by the Contractor. The Municipality shall be permitted to apply its share of such revenue, if any, towards subsidizing the operating cost of the Service. the Contractor shall provide the Municipality copies of advertising agreements entered into for the placement of advertising on the Vehicles and the Contractor shall furnish said copies within [15] business days of receipt execution of the advertising agreement(s). 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 Municipality expressly acknowledges that no such guarantee has been made by the Contractor. Revenue, if any, shall be paid to the Municipality on a monthly basis, by no later than the [fifteenth (15th)] day of the following month. Any late payments shall accrue interest at the rate of [12%] per annum.

A.6.3. Municipality Rights

The Municipality reserves the right to refuse the placement of any advertising that it determines is objectionable.

A.7. Standard Operating Procedures

The Contractor shall provide written procedures for operation of the Services. Any changes after award must be approved by the Municipality in advance. These standard operating procedures shall include, but not be limited to, the following:

- a. A list of names and phone numbers of contact persons who can make operating decisions and be reached;
- b. Accident review procedures and operator corrective processes;

- c. Description of operator training including customer service training;
- d. Procedures for daily servicing;
- e. Procedures for Vehicle operation and driver scheduling, scheduling during peak and non-peak times, and dispatching Vehicles;
- f. Contractor shall meet or exceed the Department of Transportation and Public Works (“DTPW”) adopted service standards for on-demand transportation services;
- g. Procedures for the handling of public and internal comments and complaints;
- h. Disciplinary procedures for operator misconduct;
- i. Supervision processes to respond to service problems, monitor performance schedules and procedures; and
- j. Drug and alcohol testing program.

EXHIBIT B: DESIGNATED SERVICES AREA MAP

[Please insert the service area map]

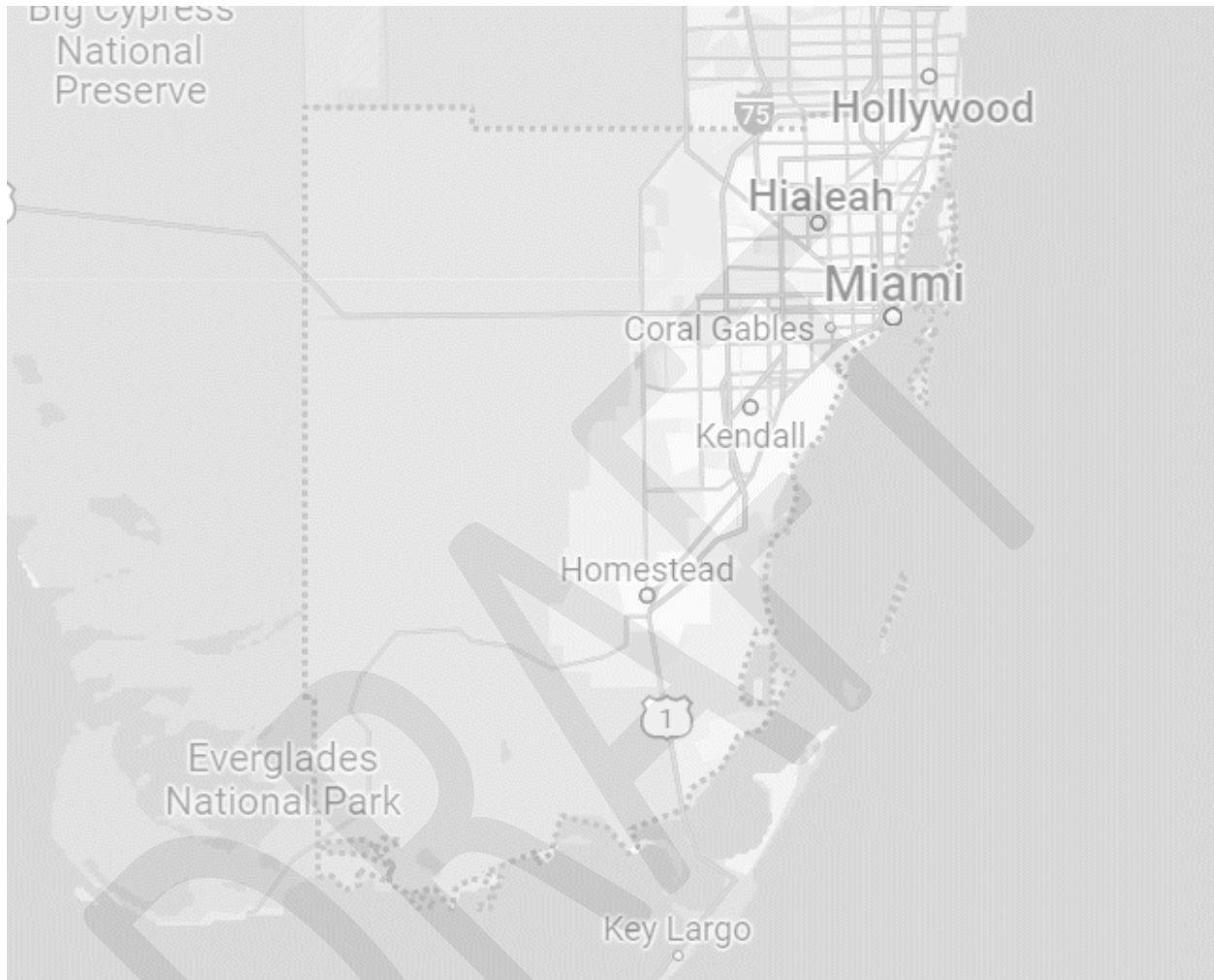


EXHIBIT C: MINIMUM INSURANCE REQUIREMENTS

Commercial General Liability:

- Limits of Liability:
 - Bodily Injury & Property Damage Liability
 - i. Each Occurrence..... [\$1,000,000]
 - ii. Policy Aggregate..... [\$2,000,000]
 - iii. Personal & Advertising Injury..... [\$1,000,00]
 - iv. Products & Completed Operation..... [\$1,000,000]
- Endorsements Required:
 - [Municipality] shall be listed as an additional insured
 - Contingent & Contractual Liability
 - Premises and Operation Liability
 - Primary and Non-Contributory Insurance Clause
Endorsement
 - Waiver of Subrogation in favor of the Municipality

Business Automobile Liability:

- Limits of Liability:
 - Bodily Injury and Property Damage
 - Combined Single Limit
 - Any Auto/Owned Autos or Scheduled Autos
 - Including Hired and Non-Owned Autos
 - Any One Accident..... [\$1,000,000]
- Endorsements Required:
 - [Municipality] shall be listed as an additional insured
 - Waiver of Subrogation in favor of the Municipality
 - Primary and Non-Contributory Insurance Clause
Endorsement

Worker Compensation:

- Limits of Liability:
 - Statutory – State of Florida
 - Employers Liability, each accident..... [\$100,000]
 - Employers Liability, each employee..... [\$100,000]
- Endorsements Required:
 - Waiver of Subrogation in favor of the Municipality

EXHIBIT D: REQUEST FOR PROPOSAL

[Please insert the RFP]

DRAFT

EXHIBIT E: CONTRACTOR PROPOSAL

[Please insert the Contractor's submitted proposal]

DRAFT