

EMERGENCY PURCHASE MOBILITY REWARD SERVICES CONTRACT

This **EMERGENCY PURCHASE OF MOBILITY REWARD SERVICES CONTRACT** (the "Contract") is made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between Miami-Dade County, FLORIDA, a political subdivision of the State of Florida, through the Miami-Dade Department of Transportation and Public Works, a Department of the County ("DTPW") (Miami-Dade County is hereinafter referred to as "County" or "DTPW"), and Velocia, Inc. ("Contractor"), with a location at 67 Yonge St. Suite 1501, Toronto ON Canada M5E1J8. County and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of a new coronavirus, known as SARS-CoV-2, which causes an infectious disease named coronavirus disease 2019 ("COVID-19") a "public health emergency of international concern," and then on March 11, 2020, given the alarming levels of spread and the severity of the virus, declared COVID-19 a pandemic; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a state of emergency for the state of Florida as a result of COVID-19; and

WHEREAS, on March 12, 2020, Mayor Carlos A. Gimenez declared a Local State of Emergency for Miami-Dade County as a result of COVID-19, which has been extended every seven days thereafter pursuant to section 252.38(3)(a), Florida Statutes and Chapter 8B-6 of the Code of Miami-Dade County, Florida; and

WHEREAS, Mayor Gimenez most recently extended the Local State of Emergency on August 27, 2020, 2020; and

WHEREAS, on May 15, 2020, the County Mayor issued Emergency Order 23-20, which provided guidance for safely resuming economic and other activities across the County; and

WHEREAS, DTPW has observed a progressive increase in transit vehicle occupancy and wishes to preserve social distancing among transit riders; and

WHEREAS, DTPW has established new passenger capacity thresholds on transit vehicles, which restrict the number of passengers that can ride on transit vehicles (40-passengers on 60-foot vehicles and 19-passengers on 40-foot vehicles) to minimize the risk of spread of COVID-19; and

WHEREAS, DTPW would like to offer rewards to transit users who adjust their commuting times or who use other modes to avoid reaching capacity in transit vehicles; and

WHEREAS, Contractor is a loyalty and rewards platform designed to influence commuter behavior.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **RECITALS, TERM AND TERMINATION.** The foregoing recitals are true and correct and are incorporated herein by this reference to form a part of this Contract. This Contract shall commence on the Effective Date and shall continue for six (6) months (the "Initial Term"). This Initial Term is subject to an additional four-month extension (the "Extended Term"), at the County's sole discretion, if the declared Covid-19 state of emergency persists beyond the Initial Term. Both the Initial Term and Extended Term shall be referred to collectively herein as the "Term". The County may terminate this Contract at any time and for any reason by giving 5 days' prior written notice to the Contractor.

2. **SCOPE OF WORK.**

2.1 **STATEMENT OF WORK.** DTPW wishes to test reward-based programs in order to promote changes in transit commuting behaviors and to encourage social distancing. The Contractor shall prioritize the following challenges:

- a) Bus over-capacity on specific routes across Miami-Dade County;
- b) Transit riders being unable to board and being left at bus stops due to capacity and social distancing requirements;
- c) Managing Peak Demand on bus and rail routes;
- d) Maintaining social distance regulations amongst bus and rail routes;
- e) Re-building trust amongst transit riders amidst COVID-19 pandemic;
- f) Operating a two-way communication platform with transit riders; and
- g) Gaining insights from transportation behaviors and dynamically adjusting incentives and operations to change behaviors.

The Contractor shall perform the following tasks:

- h) Sign up and register EASY Cards to promote cashless transactions;
- i) Collect feedback from transit users via daily surveys;

- j) Reward riders to use transit during non-peak hours or in a staggered manner;
- k) Reward riders to use other modes of transport for short trips (such as scooters, bicycles and on-demand transit);
- l) Incentivize cashless payment options;
- m) Adjust reward plans based on vehicle occupancy data provided by DTPW;
- n) Promote other local transit options for short trips (such as municipal trolleys); and
- o) Promote safety and appropriate social distance conduct through media campaigns.

Upon execution of this Contract, DTPW will provide Contractor with ridership and occupancy data for target routes and times. Within eight (8) days of Contract execution, the Contractor shall submit a proposed reward program and media campaign to be reviewed and approved by the Project Manager. No rewards or media campaigns shall be set in place by the Contractor without the previous consent and approval of the County's Project Manager.

3. **REPORTS.** The Contractor shall provide monthly reports to the Project Manager. The reports shall include:

- a) Number of surveys performed and results;
- b) Number of rewards (velos) granted;
- c) Type of reward provided;
- d) Number of passengers who redeemed rewards;
- e) Number of Ad impressions; and
- f) Statistics of commuting behavior trends/changes.

4. **FEES AND PAYMENT.** County shall pay Contractor as follows:

- 1. **INITIAL TERM.** Up to **\$150,000** for the initial six-month term in payments up to \$25,000 monthly installments.
- 2. **OPTION TO RENEW.** Up to **\$100,000** for an additional four (4) months beyond the Initial Term (if exercised, at County's discretion) in payments up to \$25,000.

Payments shall be based on the number of rewards (Velos) redeemed by transit riders. Each velo shall be worth \$0.01 for accounting purposes. All invoices shall be submitted to invsubp@miamidade.gov, in a format meeting the County's invoicing requirements. Invoices shall have a summary backup of transactions performed by the Contractor and any reports as required by this Contract.

5. **INDEMNIFICATION AND INSURANCE.** Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. 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 County or its officers, employees, agents and instrumentalities as herein provided. Service Provides shall furnish to the **Miami-Dade County Risk Management Division 111 NW 1st Street Suite 2340 Miami FL 33128-1987**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees as required by Florida Statute 440.

B. Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence \$2,000,000 in the aggregate, no exclusion for Personal & advertising injury. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Cyber Liability Insurance to include data breach, in an amount not less than \$2,000,000

D. Professional Liability in an amount not less than \$2,000,000

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide,

published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

6. **NOTICES.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Contract shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To County:

**Miami-Dade County
Department of Transportation and Public Works
701 N.W. 1st Court, Suite 1700
Miami, Florida 33136-3922
Attn: Project Manager – Julian Guevara
Juliang@miamidade.gov**

To Contractor:

**Velocia Inc.
67 Yonge St. Suite 1501
Toronto, Ontario, Canada M5E1J8

Attn: David Winterstein, CEO
david@velocia.io**

7. MISCELLANEOUS PROVISIONS.

7.1 Independent Private Sector Inspector General (IG) Requirements

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Contract. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

7.2 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested

records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

7.3 Federal Terms and Certifications. Contractor shall execute the "Federal Terms and Certifications" attached hereto as Schedule "A", which is incorporated fully herein by reference and made part hereof for all purposes.

7.4 Independent Contractor. County and Contractor are and shall remain independent contractors. Neither Party is the representative or agent of the other and neither Party shall have any power to assume any obligations on behalf of the other. Contractor's Staff shall not be deemed to be agents or employees of the County.

7.5 Assignment. Contractor may not assign this Contract without the express written consent of the County.

7.6 Severability. If any provision or provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7.7 Venue and Choice of Law. This Contract shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Contract shall be brought solely in a court of competent jurisdiction in Miami-Dade County, Florida, and each Party hereto submits to the jurisdiction of such courts and waives any objection to the venue and jurisdiction of such courts.

7.8 Entire Contract. This Contract contains the entire Contract between the Parties hereto and shall not be modified or amended in any manner except by an instrument in writing agreed to and executed by the Parties hereto. All prior understandings and Contracts heretofore had between the Parties with respect to this Contract are merged into this Contract, which alone fully and completely expresses the understandings of the Parties.

7.9 Counterparts. This Contract may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Contract. For purposes of this Contract, a facsimile or PDF copy shall be deemed to be an original.

[Signatures appear on following page.]
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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their respective duly authorized officers as of the date first above written.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: _____
(signature)
For: County Mayor

Date Executed: _____


Approved by the County Attorney's
Office as to form and legal sufficiency



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CONTRACTOR:

Velocia Inc.
67 Yonge St. Suite 1501
Toronto, ON Canada M5E1J8

By: 

Name: David Winterstein

Title: CEO

Date executed: 4th, September 2020

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SCHEDULE "A"

Federal Terms and Certifications

(As Attached)