



Finance and Administration Services Department

**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | [broward.org/Purchasing](http://broward.org/Purchasing)  
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

## ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County. We look forward to a very successful procurement process.

Please take notice of the response submittal requirements outlined in this solicitation. Read and follow the instructions very carefully, as any misinterpretation or failure to comply with instructions could lead to your submittal being rejected. Any change(s) to this solicitation will be conveyed through the written addenda process. Notifications of addenda are sent electronically to vendors registered under the applicable commodity codes at the time the original solicitation was created. In addition, all addenda are posted on the Purchasing Division's website, [www.broward.org/purchasing](http://www.broward.org/purchasing) which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on the addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

It is the intent of the Purchasing Division to provide quality services. If you have any questions, please visit our website to view the information provided on "How to Do Business with Broward County – A Vendor's Guide," or feel free to contact the agent of concern. Again, thank you for your continued interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director  
Broward County Purchasing Division

A Service of the Broward County Board of County Commissioners  
*Excellence in Public Procurement – Our Best. Nothing Less.*

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**Request for Proposals (RFP)**

RFP Number: C1231306P1

RFP Name: Paratransit Transportation Services

**Procurement Authority**

**Unchecked boxes do not apply to this solicitation.**

☒ Pursuant to the Broward County Procurement Code, the Broward County Commission invites qualified firms to submit Proposals for consideration to provide services on the following project:

☒ **Standard** Request for Proposals

☐ **Construction General Contractor:** Two-Step Process - (Step 1) Issue RFP to Short list firms - (Step 2) Issue Invitation for Bids to Shortlisted firms to obtain bids

☐ Establish **Library** of Firms for Services

☐ Pursuant to the Broward County Procurement Code, the Broward County Commission invites qualified firms to submit Proposals for consideration to provide Construction Manager at Risk Services on the following project.

☐ Standard Construction Manager at Risk

☐ Construction Manager at Risk (Modified): Two Step Process - (Step 1) Issue RFP to Short list firms (Step 2) Issue Invitation for Bids to Shortlisted firms to obtain bids

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### **Project Funding Source**

This project is funded in whole or in part by:

**Federal Funds:** Not applicable to this solicitation.

**Grant Funds:** Not applicable to this solicitation.

**State Funds:** The County is annually awarded Florida Commission for the Transportation Disadvantaged Trip and Equipment Grant(s) which will be used in the reimbursement for paratransit transportation services (hereinafter referred to as "Services" or "Paratransit Services") provided in connection with the contract.

**County Funds:** County funds will be used in funding this contract.

### **Scope of Service**

The County is seeking proposals for qualified transportation service vendors to provide Americans with Disabilities Act (ADA) paratransit and Transportation Disadvantaged (TD) transportation services within the service area of Broward County. The paratransit program, known as Transportation Options (TOPS), currently provides approximately 2,800 one-way trips each weekday and approximately 900 one-way trips each weekend.

The County is seeking a five year contract, with two, one-year renewal options with two providers (vendors) to provide approximately 60% of TOPS trips provided to eligible clients. The remaining trips are being solicited through a new program, the Agency Coordination Transportation (ACT) program, where congregate service centers or "agencies" that are part of the paratransit ACT program will run a self-service transportation program, servicing only their facilities and using vehicles provided and dispatched by the agency. The ACT program will be solicited and managed through a separate contract. The County will contract for Services in a manner that promotes the efficient use of resources and reduces the overall program cost.

The County shall provide the awarded vendors with Vehicles and propane fuel for daily operations. The vendor will be responsible to provide all other necessary services, facilities, equipment and supplies as per **Exhibit "1" – Detailed Scope of Work**.

Vendors will be paid based on fixed monthly expense for administrative and overhead plus fixed trip rate. **Refer to Attachment "T" Pricing Sheets.**

### **Submittal Instructions**

Interested firms may supply requested information in the "Evaluation Criteria" section by typing right into the document using Microsoft Word. Vendors may also prepare responses and any requested ancillary forms using other means but following the same order as presented herein.

**Submit five [5] copies of firm proposal on CDs, containing the following files:**

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CD or DVD discs included in the submittal **must be finalized or closed** so that no changes can be made to the contents of the discs.

**IT IS IMPORTANT THAT EACH CD BE LABELED WITH THE COMPANY NAME, RFP NUMBER AND TITLE, AND THEN PLACED IN AN INDIVIDUAL DISC ENVELOPE.**

1. A single PDF file that contains your entire response with each page of the response in the order as presented in the RFP document, including any attachments.
2. Responses to the Evaluation Criteria questions are to be provided in the following formats:
  - a. Microsoft Word for any typed responses.
  - b. Microsoft Excel for any spreadsheets

**Submit seven [7] total printed copies (hard copies) of your response.**

It is the responsibility of each firm to assure that the information submitted in both its written response and CDs are consistent and accurate. If there is a discrepancy, the information provided in the written response shall govern.

This is of particular importance in the implementation of the County's tiebreaker criteria. As set forth in Section 21.31.d of the Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the firm's response to the solicitation. Therefore, in order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the written submittal.

Send all requested materials to:

Broward County Purchasing Division  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
RE: RFP Number: C1231306P1

The Purchasing Division must receive submittals no later than 5:00 pm on **insert due date**. Purchasing will not accept electronically transmitted, late, or misdirected submittals. If fewer than three interested firms respond to this solicitation, the Director of Purchasing may extend the deadline for submittal by up to four (4) weeks. Submittals will only be opened following the final submittal due date.

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### **Required Forms**

This Request for Proposal requires the following CHECKED forms to be returned:  
(initial each Attachment being returned)

Documents submitted to satisfy responsiveness requirement(s) indicated with an **(R)** must be attached to the RFP submittal and returned at the time of the opening deadline.

			Verification of return (Initial)
Attachment	Proposers Opportunity List	<input type="checkbox"/>	Removed – Not Included
Attachment	Letter of Intent (CBE)	<input type="checkbox"/>	Removed – Not Included
Attachment	Application For Evaluation of Good Faith Effort	<input type="checkbox"/>	Removed – Not Included
Attachment	Letter of Intent (DBE)	<input type="checkbox"/>	Removed – Not Included
Attachment	DBE Unavailability Report	<input type="checkbox"/>	Removed – Not Included
Attachment E	Vendor's List (Non-Certified Subcontractors and Suppliers Information)	<input checked="" type="checkbox"/>	_____
Attachment F	Domestic Partnership Certification <b>(R)</b>	<input checked="" type="checkbox"/>	_____
Attachment G	Lobbyist Registration – Certification <b>(R)</b>	<input checked="" type="checkbox"/>	_____
Attachment H	Employment Eligibility Verification Program Contractor Certification	<input checked="" type="checkbox"/>	_____
Attachment I	Litigation History	<input checked="" type="checkbox"/>	_____
Attachment J	Insurance Requirements	<input checked="" type="checkbox"/>	_____
Attachment K	Cone of Silence Certification	<input checked="" type="checkbox"/>	_____
Attachment L	Living Wage Ordinance	<input checked="" type="checkbox"/>	_____
Attachment M	Drug Free Workplace Policy Certification	<input checked="" type="checkbox"/>	_____
Attachment N	Non-Collusion Statement Form	<input checked="" type="checkbox"/>	_____
Attachment O	Scrutinized Companies List Certification	<input checked="" type="checkbox"/>	_____
Attachment P	Local Vendor Certification	<input checked="" type="checkbox"/>	_____
Attachment Q	Volume of Work Over Five Years	<input checked="" type="checkbox"/>	_____
Attachment R	Proposal Bond <b>(R)</b>	<input checked="" type="checkbox"/>	_____
Attachment S	Certificate As To Corporate Principal	<input checked="" type="checkbox"/>	_____
Attachment T	Pricing Sheets <b>(R)</b>	<input checked="" type="checkbox"/>	_____
Attachment U	Self-Certification: Owner Ethnicity/ Gender (Optional)	<input checked="" type="checkbox"/>	_____



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### **For Additional Project Information Contact:**

#### **Additional Project Specific Information Contact:**

Paul Strobis, Paratransit Manager, Transit Division  
Phone: 954-357-8321  
Email: Pstrobis@broward.org

#### **Procurement Process Related Information Contact:**

Cara M. Leisy, Purchasing Agent III, Purchasing Division  
Phone: 954- 357-8604  
E-mail: Cleisy@broward.org

### **Pre-Submittal Conference**

Attendance at the Pre-Submittal Conference is optional. This information session presents an opportunity for Vendors to clarify any concerns regarding the solicitation requirements. The Vendor is cautioned that, although the Pre-submittal Conference is optional, no modification or any changes will be allowed in the pricing because of the failure of the Vendor(s) to have attended the conference.

#### **Pre-Submittal Conference**

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

LOCATION:

### **Evaluation Process**

An Evaluation Committee (EC) will be responsible for recommending the most qualified two firm(s). The process for this procurement may proceed in the following manner:

### **Review Responses**

The Purchasing Division delivers the RFP submittals to agency staff for summarization for the Evaluation Committee members. The Office of Economic and Small Business Development staff evaluates submittals to determine compliance with the Office of Economic and Small Business Development Program requirements, if applicable. Agency staff will prepare an analysis report which includes a matrix of responses submitted by the firms. This may include a technical review, if applicable.

Staff will also identify any incomplete responses. The Director of Purchasing will review the information provided in the matrix and will make a recommendation to the Evaluation Committee as to each firm's responsiveness to the requirements of the RFP. The final determination of responsiveness rests solely on the decision of the Evaluation Committee.

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At any time prior to award, the awarding authority may find that an offeror is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the offeror has breached or failed to perform a contract, claims history of the offeror, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an offeror.

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### **Evaluation Criteria/ Submission Requirements**

The following list of Evaluation Criteria total 100 points. The Project Specific Criteria further details and define the Evaluation Criteria which are summarized with their numerical point ranges.

<b>Evaluation Criteria</b>	<b>Points</b>
<b>1. Key Personnel Experience</b>	<b>10</b>
<b>2. Project Approach/ Proposed Operational Plan</b>	<b>35</b>
A. Vehicle and Equipment Acquisition Plan	5
B. Fleet Operations/Facilities Plan	15
C. System Management Plan	5
D. Hiring and Training of Employees	5
E. Mobilization Plan	5
<b>3. Vendor Experience Past Performance</b>	<b>20</b>
A. Experience in Projects of Similar Nature	5
B. Experience in Safety and Training Programs	5
C. Experience in Dispatching	5
D. Experience in Maintenance and Repair	5
<b>4. Pricing*</b>	<b>30</b>
<b>5. Location of Firm:</b> A proposer with a principal business location within Broward County will receive five points. A proposer not having its principal business location within Broward County will receive zero points. Submit your firm's State of Florida Department of Corporations website listing as evidence of your firm's principal business location.	<b>5</b>
<b>Total Points:</b>	<b>100</b>

\* Total points awarded for Pricing will be determined by applying the following formula:

$$(\text{Lowest Proposed Price} / \text{Proposer's Price}) \times 30 = \text{Price Score}$$

Note that prices may be negotiated in the best interest of the County after the scoring is completed.

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### **Cone of Silence**

At the time of the Evaluation Committee appointment (which is typically prior to the advertisement of the solicitation document) in this RFP process, a Cone of Silence will be imposed. Section 1-266, Broward County Code of Ordinances as revised, provides that after Evaluation Committee appointment, potential vendors and their representatives are substantially restricted from communicating regarding this RFP with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff, or any person appointed to evaluate or recommend selection in this RFP process. For communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the Initial Evaluation Committee Meeting. After the application of the Cone of Silence, inquiries regarding this RFP should be directed to the Director of Purchasing or designee.

The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

### **Demonstrations**

Not applicable to this solicitation.

### **Presentations**

Not applicable to this solicitation. Although there are no presentations being requested, at any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of each Vendor's submittal. It is not mandatory for Vendors to attend committee meetings, however it is highly recommended Vendors attend to answer any committee questions (if requested). Vendor provided answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendors to participate via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation are requested to participate in a committee meeting.

### **Pricing**

Price will be considered in the final evaluation and rating of the qualified firms. Included in this RFP solicitation is a Price Sheet (**Attachment T**) which must be completed and returned (with supporting documentation) with the RFP Submittal at the time of the opening deadline. Failure to timely submit a completed Pricing Sheet may result in the Vendor being determined non-responsive.

### **Negotiation and Award**

The Purchasing Negotiator, assisted by County staff, will attempt to negotiate a contract with the two highest ranked firms. If an impasse occurs, the County will cease negotiation with either firm and begin negotiations with the next-ranked firm. The final negotiated contracts will be forwarded to the awarding authority for approval. Agreement is to be executed within (3) three business days of Notice from the County.

### **Public Art and Design Program**

Not applicable to this solicitation.

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### **Posting of Solicitation and Proposed Contract Awards**

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each vendor to monitor the website in order to obtain complete and timely information. The website is located at <http://www.broward.org/Purchasing/Pages/Default.aspx>

### **Vendor Protest**

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

- a. Any protest concerning the proposal or other solicitation specifications or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- b. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the proposal opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation of award on the Purchasing Division's website.
- c. Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- d. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest.
- e. Protests arising from the decisions and votes of an Evaluation Committee shall be limited to protests based upon the alleged deviations from established Committee procedures set forth in the Broward County Procurement Code and existing written Guidelines. Any allegations of misconduct or misrepresentation on the part of a competing vendor shall not be considered a protest.
- f. As a condition of initiating any RFP protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<b>Estimated Contract Amount</b>	<b>Filing Fee</b>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

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If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

### **Rejection of Responses**

The Evaluation Committee may recommend rejecting all proposals in the best interests of the County. The rejection shall be made by the Director of Purchasing except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

### **Public Records and Exemptions**

Broward County is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all sub-contractors for Services shall comply with Florida's Public Records Law. To the extent Contractor is acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, the Contractor and its subcontractors shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Service;
- b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
- c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

**Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

**Any firm that intends to assert any materials to be exempted from public disclosure under Chapter 119, Florida Statutes must submit the document(s) in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFP# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and separate any materials claimed to be confidential.**

**Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the response is non-responsive.**

**Any claim of confidentiality on materials that the firm asserts to be exempt and placed elsewhere in the submittal will be considered waived by the firm upon submission, effective after opening.**

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**Note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.**

**Be aware that submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Evaluation Committee will be unable to talk about the details of the confidential material(s) at the public Evaluation Committee meeting.**

### **Copyrighted Materials**

Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

### **Local Preference**

In accordance with Section 1-74, et. seq., Code of Ordinances, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity.

Except where otherwise provided by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the firm with whom the County will proceed with negotiations for a final contract.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

### **State and Local Preferences**

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the County's Local Preference Ordinance and Procurement Code will not be applied in the procurement process.

### **Right of Appeal**

Pursuant to Section 21.83 of the Broward County Procurement Code, any vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Code.

The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Evaluation Committee to be deemed timely.

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As required by Section 21.120, the appeal must be accompanied by an appeal bond by a person having standing to protest and must comply with all other requirements of this section. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

### **Negotiations**

It is the County's intent to conduct the first negotiation meeting no later than two (2) weeks after approval of the final ranking as recommended by the Committee. At least one of the representatives for each firm participating in negotiations with the County must be authorized to bind the firm.

In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the firm) an impasse will be declared with that firm and negotiations will cease. Negotiations will begin with the next highest ranked firm, etc. until such time that all requirements of Procurement Code, Section 21.85.c.8 have been met.

### **Projected Schedule**

RFP Advertised Date:  
Pre-Submittal Conference:  
RFP Open Date:  
Initial Evaluation Meeting:  
Final Evaluation Meeting:

If three (3) or fewer responses are received, a combination Initial and Final Evaluation meeting may be held.

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx> Please check this website for any changes to the above tentative schedule.

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### **Responsiveness Criteria**

#### **Definition of a Responsive Proposer:**

In accordance with Broward County Procurement Code Section 21.8.b.66, a Responsive Proposer means a person who has submitted a proposal which conforms in all material respects to a solicitation. The proposal of a Responsive Proposer must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below, at the time of submittal opening may result in a recommendation of non-responsive by the Director of Purchasing. The Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

#### **\*\*\*NOTICE TO PROPOSERS\*\*\***

**Proposers are invited to pay strict attention to the following requirements of this RFP. The information being requested in this section is going to be used by the Evaluation Committee during the evaluation process and further consideration for contract award. Proposers have a continuing obligation to provide the County with any material changes to the information being requested in this RFP.**

#### **1. Domestic Partnership Act**

The Broward County Domestic Partnership Act (Section 16-1/2 – 157 of the Broward County Code of Ordinances, as amended) requires that, for projects where the initial contract term is valued at more than \$100,000, that at the time of RFP submittal, the vendor shall certify that the vendor currently complies or will comply with the requirements of the Domestic Partnership Act by providing benefits to Domestic Partners of its employees on the same basis as it provides benefits to employee's spouses.

The Domestic Partnership Certification Form (**Attachment F**) should be completed, for all submittals over \$100,000, and returned with the RFP Submittal response at the time of the opening deadline, but no later than three business days from request of the Purchasing Agent. Failure to meet this requirement shall render your submittal non-responsive.

#### **2. Lobbyist Registration - Certification**

A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies, see **Attachment G**, that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. If, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on the basis, exercise any contractual right to terminate the contract for

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convenience.

The Lobbyist Registration Certification Form (**Attachment G**) should be completed and returned at the time of the RFP opening deadline and included within the submittal document.

### **3. Bond Requirement**

All proposals shall be accompanied by an original Proposal Bond, executed by a surety company meeting the qualifications for surety companies (below) (**Attachments R**). The Proposal Bond must be an original, no photocopies will be accepted. In lieu of a Proposal Bond, the following will be acceptable: cash, money order, certified check, cashier's check, original irrevocable letter of credit, treasurer's check or bank draft of any national or state bank (United States), in an amount equal to \$25,000, payable to the Board of County Commissioners and conditioned upon the successful Proposer entering into the Contract (including providing a Payment Guaranty, evidence of insurance, and other requirements stated herein) within 15 calendar days after notification of award of the Contract. A personal check or a company check of a Vendor shall not be deemed a valid proposal guaranty. Guaranty of the successful Vendor shall be forfeited to the Board of County Commissioners not as a penalty, but as liquidated damages for the cost and expense incurred should said Vendor fail to provide the required Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein.

Recommended Vendors for award will be required to submit a Payment Bond annually in an amount equal to twenty percent (20%) of the value of a contract year within 15 calendar days of award. In lieu of Payment Bond, an alternative form of security permitted by the Broward County Procurement Code must be submitted by the successful Vendor(s) within fifteen (15) calendar days after notification of award, guaranteeing to County the full payment of all suppliers, laborers, or subcontractors employed pursuant to this project. Such Bond(s) shall be with a surety company which is qualified pursuant to below section, Qualifications of Surety.

#### **3.1 Qualifications of Surety:**

- 3.1.1 A Proposal Bond and Payment Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five years.
- 3.1.2 In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:
- 3.1.3 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10 Section 223.11). Further, the surety company shall provide the County with

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evidence satisfactory to the County, that such excess risk has been protected in an acceptable manner.

- 3.1.4 The County will accept a surety bond from a company with a rating of A- or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County, only if the bid amount does not increase.

- 3.1.5 The surety company shall have at least the following minimum ratings:

Amount of Bond Size Category	Policyholder's Ratings		Financial	
500,001	to	1,000,000	A, A-	Class I
1,000,001	to	2,000,000	A, A-	Class II
2,000,001	to	5,000,000	A	Class III
5,000,001	to	10,000,000	A	Class IV
10,000,001	to	25,000,000	A	Class V
25,000,001	to	50,000,000	A	Class VI
50,000,001	to	or more	A	Class VII

- 3.1.6 The County will accept a surety bond from a company with a rating of A- or better; provided, however, that if the surety company appears on the 'Watch List' that is published quarterly by 'Focus' of the Office of the Florida Insurance Commissioner, the County shall review and either accept or reject the surety company based on the financial information available to the County. A surety company that is rejected by the County may be substituted by the bidder or proposer with a surety company acceptable to the County only if the bid amount does not increase.

## **4. Pricing Sheet(s)**

Pricing sheets must be completed and is to be submitted with proposal using the separately posted Excel spreadsheets (**Attachment T**). The Pricing sheets must be accompanied by all supporting documentation. The Pricing Sheets must represent all of the Vendor's expenses in order to provide the Services required in the Detailed Scope of Work (Exhibit 1), and detailed in the Vendor's proposal. Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and modification may result in a determination that your proposal is non- responsive.



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### **Responsibility Criteria**

#### **Definition of Responsible Proposer**

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsible Proposer or Offeror means an offeror who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Evaluation Committee will recommend to the awarding authority a determination of a firm's responsibility. At any time prior to award, the awarding authority may find that an offeror is not responsible to receive a particular award. The following criteria shall be evaluated in making a determination of responsibility:

#### **1. Financial Information**

All firms are required to provide Broward County the firm's financial statements at the time of submittal in order to demonstrate the firm's financial capabilities. Failure to provide this information at the time of submittal may result in a recommendation by the Director of Purchasing that the response is non-responsive. Each firm shall submit its most recent two (2) years of financial statements for review. The financial statements are not required to be audited financial statements.

Although the review of a vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements as stated in the Evaluation Criteria and Public Record and Exemptions sections may result in a recommendation of non-responsive by the Director of Purchasing.

#### **2. Litigation History**

The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.

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Although the review of a vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Director of Purchasing.

#### **3. Authority to Conduct Business in Florida**

A Florida corporation or partnership is required to provide evidence with its response that the firm is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than three business days from request of the Purchasing agent.

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A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the firm is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than three business days from request of the Purchasing agent.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the County no later than three business days from request of the Purchasing agent. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the County with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the County no later than three business days from request of the Purchasing agent.

**Failure to provide the County with any of the above referenced information at the required time may be cause for the response to the solicitation to be deemed non-responsible. An acceptable document of evidence may be similar to the document attached as Exhibit 7.**

### **4. Employment Verification Program (E-Verify)**

**Unchecked boxes do not apply to this solicitation.**

- ☒ This service is funded by the State of Florida. Therefore, you are required to complete and return the attached "Employment Eligibility Verification Program Contractor Certification" (**Attachment H**). The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

### **5. Joint Venture Enterprises**

**Unchecked boxes do not apply to this solicitation**

#### ☐ **Construction Licensing**

A Joint Venture is required to provide evidence with its response that the Joint Venture, or at least one of the Joint Venture partners, holds the specified Construction License issued either by the State of Florida or Broward County. If not with its response, the Joint Venture is required to provide evidence prior to contract execution that the Joint Venture holds the specified Construction License issued either by the State of Florida or Broward County. Failure to provide any of this information to the County at the required time may be cause for the response to the solicitation to be deemed non-responsive.

### **7. Additional Requirements:**

Vendor Experience/ Past Performance: Vendors or member(s) of its Key Personnel must have the following verifiable qualifications and submit supporting documentation as set forth in Evaluation Criteria Item 3:

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- a. A minimum of two (2) years of experience within the State of Florida in performing Paratransit Services; or
- b. A minimum of five (5) years of experience within the United States in performing Paratransit Services, (three of which must be in the preceding five years); and
- c. A minimum of (1) one year of experience providing ADA Paratransit Service, within the past two preceding years, in which at least 100,000 trips were served.

**Additionally, the awarding authority may consider the following factors, without limitation: debarment or removal from the authorized vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the offeror has breached or failed to perform a contract, claims history of the offeror, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an offeror.**

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**Evaluation Criteria**

With regard to the Evaluation criteria, each firm has a continuing obligation to provide the County with any material changes to the information requested. The County reserves the right to obtain additional information from interested firms.

**Evaluation Criteria**

<p><b>Evaluation Criteria –</b></p> <p><b>Project-Specific Criteria</b></p>	<p><b><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></b></p>
<p>1. Key Personnel Experience:</p> <p>Describe the qualifications and relevant experience of the all key personnel that would be assigned to this proposed project. A minimum of three on-site, fully dedicated key personnel are required for operation of service.</p> <p>Each of the key personnel listed below should have the requisite levels of experience as follows:</p> <ul style="list-style-type: none"> <li>a) Project/Operations Manager: A minimum of (5) five years' experience in Paratransit Service operation (three of which should be in the preceding five years) and at least one year of experience must have been managing operations in which at least 100,000 trips were served annually.</li> <li>b) Safety Manager: A minimum of three year's experience in this position or similar capacity.</li> <li>c) Fleet Maintenance Manager: A minimum of three year's experience in this position or similar capacity.</li> </ul> <p>Vendors should submit resumes of all key personnel, including the above positions. Resumes should not</p>	



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<p><b>Evaluation Criteria –</b></p> <p><b>Project-Specific Criteria</b></p>	<p><b><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></b></p>
<p>exceed 2 pages for each key personnel. Resumes should include the qualifications, any certifications, and relevant requisite experience as listed above.</p>	
<p>2. Project Approach/ Operational Plan – Vendor should describe the project approach and operational plan for each of the key areas listed below:</p> <p>a) Vehicle and Equipment Acquisition Plan - Identify and describe vehicles, systems set forth in (Exhibit 2 Table 1 &amp; 2), equipment and supply sources and projected delivery dates. This includes all vehicles not provided by the County, and equipment necessary to complete the Scope of Service.</p> <p>b) Fleet Operations/Facilities Plan: The Vendor should propose the following: the necessary accessible facility/facilities for administration, dispatch, training, vehicle maintenance and repair, Vehicle cleaning/washing, and secure well lighted Vehicle storage. The plan should take into consideration and include information indicated below:</p> <p>i. Identify and describe a location(s), situated within the proposed Service Area. Details of location should include architectural rendering of the facility(ies), with floor plans, facility(ies) photos, aerial/satellite photos showing facility(ies) with surrounding road network.</p> <p>ii. Accessibility of location for Service routes and operations during emergency events.</p> <p>iii. Security and emergency power source for location.</p>	



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<p><b>Evaluation Criteria –</b></p> <p><b>Project-Specific Criteria</b></p>	<p><b><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></b></p>
<p>iv. Identify responsibilities and functional relationships between administration, operations, vehicle storage and vehicle maintenance and how these will contribute to the successful delivery of the Service.</p> <p>v. Network capable facility with secure adequate storage space for telecommunications hardware and computer servers.</p> <p>vi. Vendor should describe how their facility(ies) will accommodate all County Vehicles safely and securely.</p> <p>vii. If the Vendor has not obtained a specific facility(ies) by the submittal deadline, a non-contingent letter of commitment, identifying a specific facility(ies) consistent with contractual requirements and stipulating that facility(ies) shall be made available to the Vendor immediately upon award of an agreement, will be acceptable. This letter, addressed to the Vendor and signed by the owner or owner's representative of identified property, should be submitted with the proposal. Awarded vendors will be given ten days from receipt of Notice to Proceed in which to obtain legal rights to occupy the facility(ies) for a period no less than the initial Term of the contract.</p> <p>c) System Management Plan: Provide an overall organizational chart showing the level of staffing to meet the requirement of the proposal. The organizational chart should start at the corporate level positions and continue down to the lowest reporting level. The chart should indicate the number of each type of employee, job title, and</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Project-Specific Criteria</b></p>	<p><b><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></b></p>
<p>the proposed salary structure by fiscal year. Provide proposed Driver levels, which levels should include sub-totals for 100% route coverage per shift, plus 5% spares/extra board Drivers. Identify how recruitment, hiring, training, scheduling, safety oversight, vehicle maintenance, and dispatch operations will be organized and implemented.</p> <p>d) Hiring and Training of Employees Plan: Provide an advertising/recruitment plan, including time line. Submit selection criteria to be used by Vendor as deemed appropriate for the job title. Vendor should also include details regarding periodic review of the above to ensure continued compliance with requirements.)</p> <p>Submit a time line for the training of all personnel, as well as the specific curriculum and materials intended for each job classification proposed to ensure compliance with contract requirements. Provide documentation of Defensive Driving Course and Passenger Assistance Training to Proficiency programs. Submit an outline, or current procedure, used for ongoing/refresher training for all personnel and frequency. Show the number of certified instructors that will be proposed to complete Driver training, both classroom and behind-the-wheel instructors. Submit instructor resumes including certifications. Describe proposed hiring and training requirements for ASE Certified mechanics. Describe all other training that Vendor anticipates for Mobilization not provided above.</p> <p>e) Mobilization Plan: Vendor should submit a comprehensive, detailed plan of all Mobilization</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Project-Specific Criteria</b></p>	<p><b><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></b></p>
<p>tasks to be initiated starting from the date of issuance of the Notice to Proceed. These tasks should include, but not limited to, a timeline of hiring, operator training, mechanic training, vehicle preparation, insurance acquisition, facility(ies) occupancy and remodeling/modifications, with the end date being prior to the Contract start date. Timelines should be shown in calendar days. The said plan should take into account the ADA Paratransit computer system supplied by the County. The mobilization plan will be a maximum of 30 numbered pages single sided, or a maximum of 15 numbered pages double sided.</p> <p>Vendor should submit a Project Approach/ Operational Plan, fully describing all items requested and should be a maximum of 150 numbered pages single sided, or a maximum of 75 numbered pages double sided. Ancillary materials (e.g. training manuals, resumes, standards of operation for maintenance, etc.) are to be provided as supplements and are not included in page count.</p>	
<p>3. Vendor Experience/ Past Performance - Describe Vendor's experience on projects of similar nature, scope and duration along with evidence of satisfactory completion, within the past five years, for which the Vendor/ or members of its key personnel provided paratransit services. This information must include the dates of service, number of trips provided (on an annual basis), and total contract value (on an annual basis) for each client/contracting entity listed. <b>This information (e.g. resumes, references of previous contracts or positions etc.) must demonstrate the responsibility requirement of experience as referenced in the Responsibility</b></p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Project-Specific Criteria</b></p>	<p><b><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></b></p>
<p><b>Criteria Section 7.</b></p> <p>A. A minimum of three reference projects should be provided; include the name of the reference entity, contract number (if applicable), contact person, title, email address, address and telephone number for each reference. References and Performance Evaluations will be considered.</p> <p>B. Experience in Safety and Training Programs: Vendor should have at least one year of experience in training for each area of paratransit Service. Vendors should submit a summary describing experience in training, including number of years in training for Paratransit Services and the proposed training curriculum to meet the contractual requirements.</p> <p>C. Experience in Dispatching: Vendor and/or key personnel should be experienced in all areas of paratransit client services including a minimum of one year of dispatch experience in receiving, scheduling (including transfer trips), confirming all trip requests from clients using a paratransit software system. Vendor should submit a summary describing annual number of trips dispatched, fleet size, types of paratransit dispatch software used.</p> <p>D. Experience in Maintenance and Repair of Vehicle Fleet: Vendor and/or key personnel should have minimum of three years of experience in performance in all areas of maintenance and repair of a vehicle fleet, which should include at least 25 passenger revenue service vehicles a percentage of which includes lift or ramp equipped vehicles. Vendors should submit description of past experience of Vendor performing vehicle maintenance including the following:</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Project-Specific Criteria</b></p>	<p><b><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></b></p>
<ul style="list-style-type: none"> <li>a. Regularly scheduled preventive and responsive maintenance including fleet size.</li> <li>b. Record-keeping, including the use of maintenance software programs.</li> <li>c. Implementation of vehicle and equipment manufacturer's warranty programs.</li> <li>d. Implementation of a pre-operational vehicle inspection program.</li> <li>e. Cleaning/washing schedule.</li> </ul>	
<p>4. Location – Provide evidence of where the Vendor's Principal Business is located. Submit your firm's State of Florida Department of Corporations website listing as evidence of your firm's principal business location.</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Company Profile</b></p>	<p><i><b>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</b></i></p>
<p>1. Supply legal firm name, headquarters address, local office addresses, state of incorporation, and key firm contact names with their phone numbers and e-mail addresses.</p>	
<p>2. Supply the interested firm's federal ID number and Dun and Bradstreet number.</p>	
<p>3. Is the interested firm legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4. All firms are required to provide Broward County the firm's financial statements at the time of submittal in order to demonstrate the firm's financial capabilities.</p> <p>Failure to provide this information at the time of submittal may result in a recommendation by the Director of Purchasing that the response is non-responsive. Each firm shall submit its most recent two (2) years of financial statements for review. The financial statements are not required to be audited financial statements. With respect to the number of years of financial statements required by this RFP, the firm must fully disclose the information for all years available; provided, however, that if the firm has been in business for less than the required number of years, then the firm must disclose for all years of the required period that the firm has been in business, including any partial year-to-date financial statements. The County may consider the unavailability of the most recent year's financial statements and whether the firm acted in good faith in disclosing the financial documents in its evaluation.</p> <p>Any claim of confidentiality on financial statements should be asserted at the time of submittal. (see below)</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Company Profile</b></p>	<p><i><b>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</b></i></p>
<p><b>*****ONLY “IF” claiming Confidentiality*****</b></p> <p>The financial statements should be submitted in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFP# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and separate any materials claimed to be confidential.</p> <p><b><u>Failure to provide this information at the time of submittal and in the manner required above may result in a recommendation by the Director of Purchasing that the response is non-responsive. Furthermore, proposer’s failure to provide the information as instructed may lead to the information becoming public.</u></b></p> <p><b>Note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.</b></p>	
<p><b>Litigation History Requirement:</b></p> <p>5. The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Company Profile</b></p>	<p><b><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></b></p>
<p>responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a “case” includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:</p> <ol style="list-style-type: none"> <li>1. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;</li> <li>2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;</li> <li>3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;</li> <li>4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or</li> <li>5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.</li> </ol> <p>Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is <b>not</b> considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, workers' compensation, foreclosure or a proof of claim filed by the vendor.</p> <p>For each material case, the vendor is required to</p>	



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<p><b>Evaluation Criteria –</b></p> <p><b>Company Profile</b></p>	<p><i><b>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</b></i></p>
<p>provide all information identified, on the attached “Litigation History” form. <b>(Attachment I)</b></p> <p>A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the vendor's subcontractors/subconsultants proposed to work on this project.</p> <p><b>Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.</b></p>	
<p>6. Has the interested firm, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. Has your company ever failed to complete any work awarded to you? If so, where and why?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. Has your company ever been terminated from a contract? If so, where and why?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p><b>Insurance Requirements:</b></p> <p>9. Attached is a sample Certificate of Insurance <b>Attachment J.</b> It reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal but it is necessary to submit certificates indicating that the firm currently carries the insurance or to submit a letter from the carrier indicating upgrade availability.</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Legal Requirements</b></p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p>1. Standard Agreement Language: Identify any standard terms and conditions with which the interested firm cannot agree. The standard terms and conditions for the resulting contract can be located at:</p> <p><a href="http://www.broward.org/Purchasing/Documents/caf101.pdf">http://www.broward.org/Purchasing/Documents/caf101.pdf</a></p> <p>If you do not have computer access to the internet, call the Project Manager for this RFP to arrange for mailing, pick up, or facsimile transmission.</p>	<p><input type="checkbox"/> YES (Agree)</p> <p><input type="checkbox"/> NO</p> <p>If no, you need to specifically identify the terms and conditions with which you are taking exception since they will be discussed with the Evaluation Committee. Please be aware that taking exceptions to the County's standard terms and conditions may be viewed unfavorably by the Evaluation Committee and ultimately impact the overall evaluation of your submittal.</p>
<p>2. Cone of Silence: This County's ordinance prohibits certain communications among vendors, county staff, and Evaluation Committee members. Identify any violations of this ordinance by any members of the responding firm or its joint venturers. The firm(s) submitting is expected to sign and notarize the Cone of Silence Certification (<b>Attachment K</b>).</p>	
<p>3. Public Entity Crimes Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer to perform work as a consultant or contract with a public entity, and may not transact business with Broward County for a period of 36 months from the date of being placed on the convicted vendor list. Submit a statement fully describing any violations of this statute by members of the interested firm or its joint venturers.</p>	
<p>4. No Contingency Fees: By responding to this solicitation, each firm warrants that it has not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the firm, to secure a contract pursuant to this solicitation.</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Legal Requirements</b></p>	<p><i><b>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</b></i></p>
<p>For Breach or violation of this provision, County shall have the right to reject the firm's response or terminate any agreement awarded without liability at its discretion, or to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration. Submit an attesting statement warranting that the Responder has not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the firm, to secure an agreement pursuant to this solicitation.</p>	
<p>5. The Broward County Living Wage Ordinance 2008-45, as amended, ("<b>Living Wage Ordinance</b>") applies to the contract. In accordance with the living wage ordinance, certain employers who do business with the County shall pay a living wage to its employees who work on service contracts providing covered services identified under the living wage ordinance. (<b>Attachment L</b>).</p>	<p><input type="checkbox"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></p>
<p>6. DRUG FREE WORKPLACE:</p> <p>1. Do you have a drug free workplace policy?</p> <p>2. If so, please provide a copy of your drug free workplace policy in your proposal.</p> <p>3. Does your drug free workplace policy comply with Section 287.087 of the Florida Statutes?</p> <p>4. If your drug free workplace policy complies with Section 287.087 of the Florida Statutes, please complete the Drug Free Workplace Policy Certification Form. (<b>Attachment M</b>)</p> <p>5. If your drug free workplace policy does not comply with Section 287.087 of the Florida Statutes, does it</p>	<p>1. <input type="checkbox"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></p> <p>3. <input type="checkbox"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></p> <p>4. <input type="checkbox"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></p> <p>5. <input type="checkbox"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></p>

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<p><b>Evaluation Criteria –</b></p> <p><b>Legal Requirements</b></p>	<p><i><b>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</b></i></p>
<p>any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (1989), who is an officer or director of, or had a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.</p>	
<p>8. Scrutinized Companies List Certification: Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than \$1 million. The certification form is referenced as "Scrutinized Companies List Certification" (<b>Attachment O</b>) and should be completed and submitted with your proposal but must be completed and submitted prior to award.</p>	

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<p><b>Evaluation Criteria –</b></p> <p><b>Tiebreaker Criteria</b></p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. Furthermore, to receive credit for a tiebreaker criterion, each entity forming the joint venture must meet the tiebreaker criteria. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p><b>LOCATION in BROWARD COUNTY</b></p> <p>1. Is your firm located in Broward County?</p> <p>2. Does your firm have a valid current Broward County Local Business Tax Receipt?</p> <p>3. Has your firm (a) been in existence for at least six (6) months prior to the proposal opening (b) providing services on a day to day basis (c) at a business address physically located within the limits of Broward County (d) in an area zoned for such business and (e) the services provided from this location are substantial component of the services offered in the firm's proposal? If so, please provide the interested firm's business address in Broward County, telephone number(s), email address, evidence of the Broward County Local Business Tax Receipt and complete the attached Local Vendor Certification Form. <b>(Attachment P)</b></p> <p><b>Failure to provide a valid Broward County Local Business Tax Receipt and the attached notarized Certification Form in your proposal shall prevent your firm from receiving credit under Broward County's tiebreaker criteria of Section 21.31.d of the Broward County Procurement Code and, if applicable, shall prevent your firm from receiving any preference(s) allowed under Broward County's Local Preference Ordinance.</b></p>	<p>1. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>2. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

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<p><b>Evaluation Criteria –</b></p> <p><b>Tiebreaker Criteria</b></p>	<p><i>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. Furthermore, to receive credit for a tiebreaker criterion, each entity forming the joint venture must meet the tiebreaker criteria. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</i></p>
<p><b>DOMESTIC PARTNERSHIP ACT</b></p> <p>1. Do you have a domestic partnership program?</p> <p>2. If so, please provide a copy of your domestic partnership program in your proposal and complete <b>Attachment F</b> “Domestic Partnership Certification Form.”</p> <p><b>Failure to provide a notarized Certification Form indicating in your proposal shall prevent your firm from receiving credit for having such a program under Broward County's tiebreaker criteria of Section 21.31.d of the Broward County Procurement Code.</b></p> <p>3. Does your domestic partnership program provide benefits which are the same or substantially equivalent to those benefits offered to other employees in compliance with the Broward County Domestic Partnership Act of 2011, Broward County Ordinance # 2011-26, as amended?</p> <p><b>Failure to provide a notarized Certification Form in your proposal indicating that the company provides domestic partnership benefits which are the same or substantially equivalent to the requirements of the Broward County Domestic Partnership Act of 2011, Broward County Ordinance # 2011-26, as amended, shall prevent your firm from receiving any preference(s) allowed under the Act if applicable to this solicitation.</b></p>	<p>1. <input type="checkbox"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></p> <p>2. <input type="checkbox"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></p> <p>3. <input type="checkbox"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></p>



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<p><b>Evaluation Criteria –</b></p> <p><b>Tiebreaker Criteria</b></p>	<p><i><b>Provide answers below. If you are submitting a response as a joint venture, you must respond to each question for each entity forming the joint venture. Furthermore, to receive credit for a tiebreaker criterion, each entity forming the joint venture must meet the tiebreaker criteria. When an entire response cannot be entered, a summary, followed with a page number reference where a complete response can be found is acceptable.</b></i></p>
<p><b>VOLUME OF WORK OVER FIVE YEARS</b></p> <p>Vendor that has the lowest dollar volume of work previously awarded by the County over a five (5) year period from the date of the submittal will receive the tie breaker preference. The work shall include any amount awarded to any parent or subsidiary of the vendor, any predecessor organization and any company acquired by the vendor over the past five (5) years. If the vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Volume of work also includes Purchase Orders, Change Orders and Work Authorizations.</p> <p><b>If applicable complete Attachment Q.</b> (Report only amounts awarded as <u>Prime Vendor</u>) To be considered for the Tie Break preference, this completed <b>Attachment Q</b> must be included with the RFP Submittal Response at the time of the opening deadline.</p>	<p>\$</p>

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**Broward County Purchasing Division**

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**Required Forms to be Returned**

(Forms that follow this Title Page that need to be returned, i.e. Attachments E, F, G, etc.)

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**Attachment "E" - Vendor's List**  
**(Non-Certified Subcontractors and Suppliers Information)**

**THIS FORM SHOULD BE SUBMITTED WITH THE RFP; HOWEVER, IT MUST BE SUBMITTED WITHIN THREE BUSINESS DAYS OF COUNTY'S REQUEST.**

**Provide this information for any sub vendor(s) who will provide a service to the County for this solicitation. This includes major suppliers as well.**

---

1. Firm's Name: \_\_\_\_\_

2. Firm's Address: \_\_\_\_\_

3. Firm's Telephone Number: \_\_\_\_\_ Firm's Email Address: \_\_\_\_\_

4. Contact Name and Position: \_\_\_\_\_

5. Alternate Contact Name and Position: \_\_\_\_\_

6. Alternate Contact Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

7. Bid/Proposal Number: \_\_\_\_\_ Contracted Amount: \_\_\_\_\_

8. Type of Work/Supplies Bid: \_\_\_\_\_ Award Date: \_\_\_\_\_

---

1. Firm's Name: \_\_\_\_\_

2. Firm's Address: \_\_\_\_\_

3. Firm's Telephone Number: \_\_\_\_\_ Firm's Email Address: \_\_\_\_\_

4. Contact Name and Position: \_\_\_\_\_

5. Alternate Contact Name and Position: \_\_\_\_\_

6. Alternate Contact Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

7. Bid/Proposal Number: \_\_\_\_\_ Contracted Amount: \_\_\_\_\_

8. Type of Work/Supplies Bid: \_\_\_\_\_ Award Date: \_\_\_\_\_

---

**I certify that the information submitted in this report is in fact true and correct to the best of my knowledge**

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

**Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.**



## Attachment "F" - Domestic Partnership Certification

**NOTE: This Form must be completed in order to be considered for a contract award.**

**Additionally, in order to receive credit for "tie breaker" purposes, this Form must be returned with the RFP submittal at the time of the opening.**

The Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: **(Please check only one below).**

- ☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- ☐ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award
- ☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(Please check only one below).**
- ☐ The Vendor's price proposal for the initial contract term is \$100,000 or less.
- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
- ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent.)
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Vendor)

hereby attests that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
My commission expires:

\_\_\_\_\_  
Notary Public

(Print, type or stamp commissioned name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification Produced: \_\_\_\_\_



### Attachment "G" - Lobbyist Registration – Certification

This certification form should be completed and submitted with your proposal. If not included with the RFP submittal at the time of the RFP opening deadline, the Lobbyist Certification Form must be completed and returned by a date and time certain established by the County.

The Vendor, by virtue of the signature below, certifies that:

- a. It understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances; and
- b. It understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

Based upon these understandings, the vendor further certifies that: (Check One)

1. \_\_\_\_\_ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified..
2. \_\_\_\_\_ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances.
3. \_\_\_\_\_ It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

_____	_____
Print Name of Lobbyist	Print Lobbyist's Firm
_____	_____
Print Name of Lobbyist	Print Lobbyist's Firm
	_____
	(Vendor Signature)
STATE OF _____	_____
	(Print Vendor Name)
COUNTY OF _____	

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ as \_\_\_\_\_ of  
(Name of person whose signature is being notarized) (Title)

\_\_\_\_\_ known to me to be the person described herein, or who produced  
(Name of Corporation/Company)

\_\_\_\_\_ as identification, and who did/did not take an oath.  
(Type of Identification)

NOTARY PUBLIC:

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)



## Attachment "H" - Employment Eligibility Verification Program Contractor Certification

On January 4, 2011, Governor Scott issued Executive Order 11-02 which requires Broward County as a party to any State funded contracts to participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"). The E-Verify Program can be found at

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

The County has entered into a "Memorandum of Understanding" with DHS governing the E-Verify Program. As a result of the adopting the terms and conditions of the "Memorandum of Understanding" with DHS and -Executive Order 11-02, any Contractor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned Contractor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the Contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to Broward County within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available to the County within seven days of County's request.

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Print Vendor Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

by \_\_\_\_\_  
(Name of person whose signature is being notarized)

as \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation/Company),

known to me to be the person described herein, or who produced \_\_\_\_\_  
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

My commission expires: \_\_\_\_\_



### Attachment "I" - Litigation History

<b>RFP#:</b> _____  <b>MATERIAL CASE SYNOPSIS</b>	<input type="checkbox"/> Vendor : _____ <input type="checkbox"/> Vendor's Parent Company: _____ <input type="checkbox"/> Vendor's Subsidiary Company: _____ <input type="checkbox"/> Vendor's Predecessor Organization: _____
<b>Party</b>	Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/>
<b>Case Name</b>	
<b>Case Number</b>	
<b>Date Filed</b>	
<b>Name of Court or other tribunal</b>	
<b>Type of Case</b>	Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
<b>Claim or Cause of Action and Brief description of each Count</b>	
<b>Brief description of the Subject Matter and Project Involved</b>	
<b>Disposition of Case</b>  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/>  Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Opposing Counsel</b>	Name:  Email:  Phone number:

**NAME OF COMPANY:** \_\_\_\_\_



## Attachment "J" - Insurance Requirements

### Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b> <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS	<b>STATUTORY</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)		
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (E &amp; O)</b>	(each accident)		
	Extended coverage period		
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b> <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k <b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b> CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value form</b>
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value form</b>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES <b>REFERENCE: Paratransit Service Transportation - BCT</b>			

**CERTIFICATE HOLDER:**

**Broward County**  
 115 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
**Attn: Reneca Maharaj- BCT**

**FRANCISCO VASQUEZ**

Digitally signed by FRANCISCO VASQUEZ  
 DN: cn=FRANCISCO VASQUEZ, ou=Organization,  
 BCC, RM, Users, dc=cty, broward, bc  
 Date: 2014.02.28 16:48:07 -05'00'

Risk Management Division

Revised 2013



## Attachment "K" - Cone of Silence Certification

The undersigned vendor hereby certifies that:

1. \_\_\_\_\_ the vendor has read Broward County's Cone of Silence Ordinance, Section 1-266, Article xiii, Chapter 1 as revised of the Broward County Code; and
2. \_\_\_\_\_ the vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Evaluation Committee (for Requests for Proposals - RFPs) or Selection Committee (for Request for Letters of Interest - RLIs) for communication regarding this RFP/RLI with the County Administrator, Deputy and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
3. \_\_\_\_\_ the vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

\_\_\_\_\_  
(Vendor Signature)

\_\_\_\_\_  
(Print Vendor Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ as \_\_\_\_\_ of  
(Name of person whose signature is being notarized) (Title)

\_\_\_\_\_ known to me to be the person described herein, or who produced  
(Name of Corporation/Company)

\_\_\_\_\_ as identification, and who did/did not take an oath.  
(Type of Identification)

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_





**Attachment "L" - Living Wage Ordinance**  
**Supplemental Special Instructions to Proposers**  
**Request for Proposal (RFP)**

The following is a summary of requirements contained within **Broward County Ordinance 2008-45, as amended ("Living Wage Ordinance")**. This summary is not all-inclusive of the requirements of the Living Wage Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.

For further information about Proposer's obligations under the Living Wage Ordinance, an electronic version of the full Living Wage Ordinance may be obtained from the Purchasing Division's website at <http://www.broward.org/purchasing/> by clicking on "Living Wage Information" or by going to [www.municode.com/resources/gateway.asp?pid=10288&sid=9](http://www.municode.com/resources/gateway.asp?pid=10288&sid=9).

The Proposer, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the following requirements. By submitting a proposal pursuant to these procurement specifications, a Proposer is hereby agreeing to comply with the provisions of the Living Wage Ordinance and acknowledges awareness of the penalties for non-compliance.

**I. LIVING WAGE REQUIREMENT:**

- A. All covered employees, including those of the Proposer's subcontractors, providing services pursuant to the Proposer's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Proposer and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits. To comply with this requirement, the notarized compliance affidavit, **Living Wage Ordinance Compliance Affidavit, Attachment L, Exhibit 1** of this proposal attachment, should be returned with the proposal but must be received prior to award.
- B. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- C. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Proposers shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a proposal for a subcontract under this contract, prior to their submitting a proposal to the Proposer.
- D. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.

**Attachment “L” (CONTINUED)  
Living Wage Ordinance**

**Supplemental Special Instructions to Proposers  
Request for Proposal (RFP)**

**II. LIVING WAGE - INDEXING:**

The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.

**III. SANCTIONS FOR UNPAID WAGES:**

In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a Contractor by requiring the Contractor to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.

**IV. PAYROLL; BASIC RECORDS; REPORTING:**

A. Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service Contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.

B. The covered employer shall submit the payroll information required every six months, to the applicable agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.

C. **Exemption:** The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six (6) months from the Director of Purchasing under the conditions set forth in the **Application for Exemption, Attachment L, Exhibit 2** of this proposal attachment.

**V. SUBCONTRACTS:**

Covered employees of Proposer's subcontractors, providing covered services pursuant to the Proposer's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Proposer shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the sub-contractors to include these clauses in all other subcontracts. The Proposer shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

**VI. COMPLAINTS AND HEARINGS; TERMINATION AND DEBARMENT:**

If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedures. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

**BROWARD COUNTY**  
**LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT**  
(This certification must be provided prior to award of the contract)

**Attachment "L" (CONTINUED)**  
**Living Wage Ordinance**

**EXHIBIT 2**  
**Application for Exemption from Living Wage Ordinance Reporting Requirements**

In accordance with Broward County Ordinance No. 2008-45, as amended, "Living Wage Ordinance" (LWO), all covered employers are subject to the LWO requirement for payroll reporting unless an exemption applies and has been granted. Covered employers may submit this affidavit with their proposal or proposal to apply for an exemption from these reporting requirements. **Exemptions based on the categories listed below may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer. To request an exemption, the covered employer must submit their exemption application prior to award.**

**SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)**

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Company  
Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION 2: USING AGENCY AND CONTRACT INFORMATION**

Using Agency: \_\_\_\_\_  
Proposal/Contract #: \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Name of Agency Contact: \_\_\_\_\_  
Agency Contact Phone: \_\_\_\_\_  
Proposal/Contract Amount: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Purpose/Service Provided: \_\_\_\_\_

**SECTION 3: EXEMPTION BASIS** (Check one of the options below and submit supporting documentation as requested.)

- ☐ **(LWO 26.103(e)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

**Required documentation:** Provide or attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

- ☐ **(LWO 26.103(e)(2): Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

**Required documentation:** A copy of the CBA or other contractual agreement must be submitted with this application with the controlling language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

**SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT**

I, \_\_\_\_\_, \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_ hereby attest that  
(Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

\_\_\_\_\_  
Signature

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of 200\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
Notary Public

(Print, type or stamp commissioned name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



## Attachment "M" - Drug Free Workplace Policy Certification

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT:

1. \_\_\_\_\_ THE VENDOR HAS A DRUG FREE WORKPLACE POLICY AS IDENTIFIED IN THE COMPANY POLICY ATTACHED TO THIS CERTIFICATION.

AND/OR

2. \_\_\_\_\_ THE VENDOR HAS A DRUG FREE WORKPLACE POLICY THAT IS IN COMPLIANCE WITH SECTION 287.087 OF THE FLORIDA STATUTES.

AND/OR

3. \_\_\_\_\_ THE VENDOR HAS A DRUG FREE WORKPLACE POLICY THAT IS IN COMPLIANCE WITH THE BROWARD COUNTY DRUG FREE WORKPLACE ORDINANCE # 1992-08, AS AMENDED, AND OUTLINED AS FOLLOWS:

- (a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The offeror's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- (d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- (e) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. \_\_\_\_\_ THE VENDOR DOES NOT CURRENTLY HAVE A DRUG FREE WORKPLACE POLICY BUT IS WILLING TO COMPLY WITH THE REQUIREMENTS AS SPECIFIED IN NO. 3

\_\_\_\_\_  
(VENDOR SIGNATURE)

\_\_\_\_\_  
(PRINT VENDOR NAME)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ as \_\_\_\_\_ of  
(Name of person whose signature is being notarized) (Title)

\_\_\_\_\_ known to me to be the person described herein, or who produced  
(Name of Corporation/Company)

\_\_\_\_\_ as identification, and who did/did not take an oath.  
(Type of Identification)

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_



**Attachment "M" (CONTINUED)**

**Federal Transit Administration Drug and Alcohol Testing Program Compliance Certification**

**FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.**

The undersigned certifies that Contractor, and its subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations."<sup>1</sup>

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the state oversight agency (the Florida Department of Transportation), or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the management information system (mis) reports no later than February 15) to the County.

To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

(Date)

---

Authorized Signature

---

Print Name and Title

---

Name of Contractor



**Attachment "N" - Non-Collusion Statement Form**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.**

**NAME**

**RELATIONSHIP**

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\_\_\_\_\_  
(Vendor Signature)

\_\_\_\_\_  
(Print Vendor Name)

**In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.**

(Form is to be signed even if no names are listed)





### Attachment "O" - Scrutinized Companies List Certification

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Name of Firm)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person whose signature is being notarized) as  
\_\_\_\_\_ (title) of \_\_\_\_\_ (name of  
corporation/entity), known to me to be the person described herein, or who produced  
\_\_\_\_\_ (type of identification) as identification, and who did/did not  
take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

State of \_\_\_\_\_ at Large (SEAL)

\_\_\_\_\_  
(Print name)

My commission expires: \_\_\_\_\_



## Attachment "P" - Local Vendor Certification

### Tiebreaker Criteria (or Local Preference if Applicable)

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT:

1. \_\_\_\_\_ THE VENDOR IS A LOCAL VENDOR IN BROWARD COUNTY AND HAS A VALID BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT WHICH IS ATTACHED TO THIS CERTIFICATION

AND

2. \_\_\_\_\_ THE VENDOR IS A LOCAL VENDOR IN BROWARD COUNTY AND:

- (a) Has been in existence for at least six (6) months prior to the proposal opening;
- (b) Provides services on a day to day basis at a business address physically located within the limits of Broward County and in an area zoned for such business; and
- (c) The services provided from this location are a substantial component of the services offered in the vendor's proposal.

AND/OR

3. \_\_\_\_\_ THE VENDOR IS A LOCAL VENDOR IN BROWARD OR MIAMI-DADE COUNTY AND HAS A VALID CORRESPONDING COUNTY LOCAL BUSINESS TAX RECEIPT WHICH IS ATTACHED TO THIS CERTIFICATION AND:

- (a) Has been in existence for at least ONE YEAR prior to the proposal opening;
- (b) Provides services on a day to day basis at a business address physically located within the limits of Broward or Miami-Dade County and in an area zoned for such business; and
- (c) The services provided from this location are a substantial component of the services offered in the vendor's proposal.

\_\_\_\_\_  
(VENDOR SIGNATURE)

\_\_\_\_\_  
(PRINT VENDOR NAME)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ as \_\_\_\_\_ of  
(Name of person whose signature is being notarized) (Title)

\_\_\_\_\_ known to me to be the person described herein, or who produced  
(Name of Corporation/Company)

\_\_\_\_\_ as identification, and who did/did not take an oath.  
(Type of Identification)

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_



## Attachment "Q" - Volume of Work Over Five Years

### Tie Breaker Criteria Broward County Projects

The work shall include any amount awarded to any parent or subsidiary of the vendor, any predecessor organization and any company acquired by the vendor over the past five (5) years. If the vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. **(Report only amounts awarded as a Prime Vendor including any Amendments, Purchase Orders, Change Orders and Work Authorizations) IF no work has been performed, show a Grand Total of \$0**

Item No.	Project Title	Solicitation Contract Number Bid – Quote – RLI - RFP	Broward County Department or Division	Date Awarded	Awarded Dollar Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				<b>Grand Total</b>	



## Attachment "R" - Proposal Bond

**This form must be completed and submitted at time of Submittal for vendor to be deemed responsive.**

BY THIS BOND, we \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called County, in the Amount of twenty-five thousand dollars (\$25,000) for the payment whereof Contractor and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the County is seeking to contract with a firm (registered with the Florida Department of State, Division of Corporations) for the County agencies; and

WHEREAS, the County is utilizing a request for proposals (RFP) solicitation process for this project and Contractor in response to RFP No. C1231306P1 agrees and is bound that:

The CONDITION OF THIS BOND is that if:

Contractor submits a timely proposal in response to the County's RFP process; THEN THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT UNTIL CONTRACT AWARD. If the Contractor is awarded the contract, but fails to enter into the contract, (including providing a Payment Guaranty, evidence of insurance, and other requirements stated herein) then the Contractor and surety, jointly and severally, shall be liable to the County for the full sum herein stated which shall be due and payable to the County immediately upon demand of the County, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said Contractor; OTHERWISE THE BOND SHALL REMAIN IN FULL FORCE AND EFFECT.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein; and

In the event suit is brought upon this bond by the County, surety shall pay reasonable attorneys' fees and costs incurred by the County in such suit.

**Attachment "R" - Bond (CONTINUED)**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

By \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Type Name and Title Signed Above)

IN THE PRESENCE OF:

SURETY COMPANY:

\_\_\_\_\_  
By \_\_\_\_\_  
Agent and Attorney-in-Fact

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City/State/Zip Code)

Telephone No.: \_\_\_\_\_



**Attachment "S" - Certificate As To Corporate Principal**

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the foregoing Proposal Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

\_\_\_\_\_(Seal) as Secretary of

\_\_\_\_\_  
(Name of Corporation)

(SEAL)

STATE OF FLORIDA        )

) SS.

COUNTY OF BROWARD    )

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Proposal Bond on behalf of CONTRACTOR named therein in favor of COUNTY.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida at Large

Bonded by \_\_\_\_\_



## Attachment "T" - Pricing Sheets and Budget Sheets

### Instructions

**PRICING SHEETS ARE POSTED SEPARATELY AS EXCEL SPREADSHEETS AND ARE TO BE COMPLETED AS DIRECTED AND WITHOUT MODIFICATION AND RETURNED AS PART OF THE RFP SUBMITTAL PRIOR TO THE RFP DEADLINE FOR SUBMISSION. FAILURE TO FILL OUT THE PRICE SHEETS AS DIRECTED AND WITHOUT MODIFICATION MAY RESULT IN A DETERMINATION THAT YOUR PROPOSAL IS NON-RESPONSIVE.**

### **COST - PRICING PROPOSAL INSTRUCTIONS:**

#### **General Instructions:**

1. The Vendor must fill in and complete Pricing Sheet (**Attachment T**) and submit with its proposal. Failure to complete and timely submit the price sheets as directed may result in Vendor being determined non-responsive, in accordance with Section 2 of Responsiveness Criteria.
2. The Vendor must also include its supporting details for each line item on Pricing Sheet. This will include the significant cost assumptions used to estimate proposed pricing, including, but without limitation the: number and classification of personnel, estimated number of labor hours, hourly rates for personnel, material and supplies expenses, overhead, fringe, and profit rates. Failure to complete and timely submit the such supporting details as directed may result in Vendor being determined non-responsive, in accordance with Section 2 of Responsiveness Criteria.
3. Vendor must account for any price escalations for labor, fuel, equipment, etc. in price proposal; no separate price escalation clause will be available for awarded Vendors.
4. Vendor must verify all numbers and subtotals provided in Excel file and is responsible for accuracy of numbers submitted.
5. If there are mathematical errors or inconsistencies between **Attachment T** and the supporting details submitted, Pricing Sheet (**Attachment T**) will prevail. Any mathematical errors may be corrected by the County. All totals/subtotals in **Attachment T**, will be verified by the County.
6. **Attachment T** will be used for purposes determining the assigned points. The supporting details will be the basis to determine the reasonableness of the price proposal. Upon award, the negotiated fixed monthly fee and per trip rate, based on supporting price proposal and supporting details will be the basis of payment.

#### **Definitions:**

For purposes of this price proposal, the following shall apply:

1. Capital Expense –
  - a. Equipment/Vehicle - acquisition and related costs incurred for equipment and/or vehicles having a unit cost in excess of \$5,000 and a useful life of at least one year. Also, equipment having a useful life of at least one year and, while costing less than \$5,000 per unit, which are acquired in quantities totaling in excess of \$10,000

(typically, multiple unit procurements such as personal computers, vehicle communications systems, etc.). Related costs may include inspection, testing, and freight costs. For equipment acquired in subsequent years of the agreement, the expenses are to be amortized for the useful life of each asset and billed for whatever portion of the amortized period coincides with the remainder of the term of the agreement (i.e. 4 years, 3 years, 2 years, 1 year, or portions thereof). Any remaining amortized Capital Expenses that extend beyond the initial Term of the Contract and any renewal terms thereafter, are not reimbursable by the County.

- b. Buildings/Property - the acquisition of, lease of, and/or improvements (with a cost >\$ 10,000) to, the Contract Facility(ies) expenses are to be billed in equal monthly increments over the term of the Contract (or remaining portion thereof). Any Building/Property related Capital Expenses that extend beyond the initial Term of the Contract and any renewal terms thereafter, are not reimbursable by the County.

#### **Section 1 – Mobilization Expenses (Capital)**

1. Capital Mobilization Expenses: capital expenses, incurred during mobilization, including any other capital expenses (“Other”) that the Vendor can identify, are to be supplied and summarized on **Attachment T**. This subtotal of capital mobilization expenses will be amortized during the first Contract Year of the Contract, over twelve monthly equal payments.

#### **Section 2 – Mobilization Expenses (Non Capital)**

1. Non-Capital Mobilization Expenses: non-capital mobilization expenses, including any other non-capital expenses (“Other”) that the Vendor can identify, are to be supplied and summarized on **Attachment T**. The mobilization expenses shall be estimated for a two month period. The non-capital mobilization expenses will be reimbursed during in the first month of the commencement of Services, for only the time mobilized.

#### **Section 3 - Fixed Expenses per Month (Administrative and Overhead)**

1. The categories of expenses, along with any other contract specific cost elements that the Vendor can identify (“Other”), are to be supplied, per Contract Year. A monthly average is calculated for the fixed expense per month (for payment terms).

#### **Section 4 – Fixed Price Per Registered Passenger Trip**

1. The following categories of expense, along with any other Contract specific cost elements that the Vendor can identify, are to be supplied, per Contract Year.
2. Vendor may use identified estimated quantities of trips listed for information purposes. The per Trip rate will be negotiated and will be the basis of payment for actual Trips completed once awarded.

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Section 1 -Mobilization Expenses (Capital Expenses)

Mobilization Expenses (Capital Expenses)	Line Totals
Building/Properties	\$
Improvements to Buildings/Properties	\$
Furniture/ Equipment (capital expenses)	\$
Utilities	\$
Communications Systems	\$
Computer Hardware	\$
Computer Software	\$
Non-County Owned Vehicle Expenses (capital expenses)	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Subtotal - Capital Expenses:	
	\$ -

This subtotal of capital mobilization expenses will be amortized during the first Contract Year of the Contract, over twelve monthly equal payments.

Name of Proposer: \_\_\_\_\_

Section 2 - Mobilization Expenses (Non Capital)

Mobilization Expenses (Non-Capital Expenses)	Line Totals
Administrative Personnel/Wages/Fringes	\$
Rent/Acquisition Fees	\$
Furniture/ Equipment (non capital expenses)	\$
Utilities	\$
Supplies	\$
Communications Systems	\$
Computer Hardware	\$
Computer Software	\$
Insurance	\$
Non-County Owned Vehicle Expenses (non-capital expenses)	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Profit -----%	\$
Subtotal - Non-Capital Expenses:	\$ -

Non-capital expenses subtotal will be added to Section 1 and the Totals of Section 3 and 4, for total proposal price and will be reimbursed during in the first month of the commencement of Services, for only the time mobilized.

Name of Proposer: \_\_\_\_\_

Section 3 - Fixed Expenses per Month (Administrative and Overhead)

Fixed Expenses	CY-15	CY-16	CY-17	CY-18	CY-19	Total
Administrative Personnel, Wages and Fringes						\$0.00
Rent						\$0.00
Utilities						\$0.00
Furniture/ Equipment						\$0.00
Supplies						\$0.00
Computer Hardware						\$0.00
Computer Software						\$0.00
Insurance (other than auto insurance)						\$0.00
Non Revenue Vehicles						\$0.00
Communications Systems						\$0.00
Other:						\$0.00
Other:						\$0.00
Other:						\$0.00
Other:						\$0.00
Other:						\$0.00
Profit (____%)						\$0.00
Total Annual Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Expense per Month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal - Section 2						\$0.00

Name of Proposer: \_\_\_\_\_

**Section 4 - Fixed Price per Registered Passenger Trip**

Price per Registered Passenger Trip	CY-15	CY-16	CY-17	CY-18	CY-19	Total
Driver Wages and Fringes						\$0.00
Vehicle Maintenance (including related parts and labor)						\$0.00
Vehicle Insurance						\$0.00
Fees/Licenses						\$0.00
Other						\$0.00
Profit (____%)						\$0.00
<b>Annual Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Subtotal - Section 4:</b>						<b>\$0.00</b>

YEAR	AMBI Trip*	Ambi Trip Rate	W/C Trip*	W/C Trip Rate	Agency Trip*	Agency Rate
CY 2015	125,835	\$0.00	48,568	\$0.00	33,115	\$0.00
CY 2016	128,981	\$0.00	49,782	\$0.00	33,943	\$0.00
CY 2017	132,206	\$0.00	51,027	\$0.00	34,791	\$0.00
CY 2018	135,511	\$0.00	52,303	\$0.00	35,661	\$0.00
CY 2019	138,899	\$0.00	53,610	\$0.00	36,552	\$0.00

\* All quantities listed are approximate only and will be used for information purposes. Quantities represent an estimated amount of trip types to be assigned to each vendor. Actual payment to awarded vendor will be based on negotiated per trip rate and actual trips serviced.

AMBI TRIP = Ambulatory Trip  
W/C TRIP = Wheelchair Trip

**Name of Proposer:** \_\_\_\_\_

**Total - Pricing Proposal**

Section 1	\$	-
Section 2	\$	-
Section 3	\$	-
Section 4	\$	-
<b>Total Price Proposal:</b>	<b>\$</b>	<b>-</b>

**Name of Proposer:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title/Date:** \_\_\_\_\_



**Attachment "U"- Self-Certification: Owner Ethnicity/Gender  
(Optional)**

The information requested is voluntary and not a requirement to respond to a Broward County solicitation. However, in the event that your company becomes the recommended vendor for award, this information will be required prior to award. Recommended vendor for award must submit within three business days of County's request.

In order for the County to ensure that all prospective vendors have an equal opportunity to participate in County procurements, the following information is requested regarding each prospective vendor. Please read the following and determine which is applicable.

**The following gender applies to the primary owner of firm:**

☐ Female ☐ Male ☐ Equally-Owned (Female and Male)

**The following ethnicity applies to the primary owner of firm:**

☐ African American/Black/Afro-Caribbean ☐ Native American  
☐ Asian Pacific ☐ Subcontinent Asian  
☐ Caucasian/White ☐ Other  
☐ Hispanic/Latino

**Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

\_\_\_\_\_  
(Vendor signature)

\_\_\_\_\_  
(Print Vendor Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ as \_\_\_\_\_ of  
(Name of person who's signature is being notarized) (Title)

\_\_\_\_\_ known to me to be the person described herein, or who produced  
(Name of Corporation/Company)

\_\_\_\_\_ as identification, and who did/did not take an oath.  
(Type of Identification)

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

## EXHIBIT 1 – Detailed Scope of Work

### Abbreviations and Definitions

For the purposes of this Request for Proposal the following terms shall be defined as follows:

1. “Agency”: means non congregate service centers in the Service Area.
2. “Agency Trips”: means Multi- load or Group Trips performed to County designated Agency sites.
3. “Accident”: means an event which results in property damage and/or injury to a person.
4. “ADA Complementary Paratransit”: means comparable public transportation services required by the ADA for qualified individuals with disabilities who are unable to use fixed route transportation services.
5. “ADA Trip”: means a one-way trip provided to a Client certified as eligible under the guidelines of the ADA.
6. “Ambulatory”: means any person who can enter, occupy, and exit as a passenger a motor vehicle with limited assistance and does not require the use of special equipment such as a wheelchair, scooter, or wheelchair or scooter lift/ramp.
7. “Americans with Disabilities Act of 1990 (ADA)”: means the civil rights act signed into law on January 26, 1990, as public law 101-336, 42 U.S.C. 12101, et seq., as it is currently enacted and as may be amended from time to time.
8. “Annual Operating Report”: means an annual report prepared by the Community Transportation Coordinator detailing the designated areas operating and performance statistics for the most recent operating year.
9. “Arrival”: means the vehicle is at a complete stop, the Driver has performed the arrival on the Mobile Data Computer, and the Driver is at the door announcing their arrival.
10. “Billable Trip”: means each trip for which Contractor is entitled to receive a per trip reimbursement rate. Billable trips include the transport of clients only. Billable trips do not include trips taken by personal care attendants or companions.
11. “Board”: means the Broward County Board of County Commissioners of Broward County, Florida.
12. “Call Center”: means the central call taking facility responsible for accepting calls from clients, scheduling Trips and providing to Contractor a list of Trips to be accomplished. The Call Center, in county's sole option, shall be operated by either County personnel or the County may utilize a third party to perform the functions.
13. “Cancellation”: means any scheduled trip canceled by the client at least two hours prior to the start of the scheduled pick up window.

14. Chapter 41-2, Florida Administrative Code: refers to the rules adopted by the Commission for the Transportation Disadvantaged to implement the provisions established in chapter 427, Florida statutes, as currently enacted or as may be amended from time to time.
15. "Chapter 427, Florida Statutes": refers to the Florida statute establishing the Commission for the Transportation Disadvantaged and prescribing its duties and responsibilities as currently enacted or as may be amended from time to time.
16. "Client": shall mean an individual determined eligible to receive ADA Paratransit Services or an individual meeting the criteria established by County for Transit Disadvantaged Trips.
17. "Community Transportation Coordinator (CTC)": means a transportation entity recommended, consistent with Chapter 427, Florida Statutes to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area.
18. "Companion (Guest)": means a person, other than a Personal Care Attendant, traveling with an eligible Client, traveling at the same time, having the same origin and destination as the client.
19. "Complaint (Service Complaint)": means a service related incident as reported to the paratransit client services staff. Examples of complaints include, but are not limited to, the following: denial of service, late pick-ups, client behavior, Driver behavior, and passenger discomfort.
20. "Complaint Ratio": means the number of complaints per every one thousand (1,000) trips completed.
21. "Computerized Trip Management System (CTMS)": means a system comprised of the following components: a networked software package for real time paratransit scheduling and dispatch, a file server, workstations, data communication equipment (routers, hubs, modems, adapter cards, cabling, etc.) and associated data (e.g., gis map, client, trip, destinations, etc.).'
22. "Contractor": means the vendor(s) or firm(s) that has entered into an agreement to provide paratransit Services with Broward County.
23. "Contract Administrator": means the Broward County Administrator, the Director of the Broward County Transportation Department or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with the Contractor and to manage and supervise execution and completion of the scope of services and the terms and conditions of the contract as set forth herein. In the administration of the contract, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the scope of services.
24. "Contract Year" : means the date of the commencement of Service.
25. "Coordination": means the arrangement for the provision of transportation services to the Transportation Disadvantaged in a manner that is cost effective, efficient, and reduces fragmentation and duplication of services. Coordination is not the same as Total Consolidation of Transportation and Transportation Disadvantaged services.



26. "County": means Broward County, a political subdivision of the state of Florida.
27. "County Administrator": means the administrative head of County appointed by the Board.
28. "County Attorney": means the chief legal counsel for County appointed by the Board.
29. "County Event Trips": means those trips scheduled by County staff for individuals involved with special County activities. These may include, but are not limited to, advisory board meetings, public hearings, ADA eligibility and appeals transportation, other special activities, large public events, special needs transportation, natural emergencies and special events.
30. "Dedicated Fleet": means Vehicles used for the exclusive use of providing paratransit Services and as approved and inspected by the County.
31. "Demand Response Transportation": means a transportation service characterized by flexible routing and scheduling of relatively small Vehicles to provide Door-to-Door transportation in response to requests from clients or their agents.
32. "Demand Trips": means those trips in which an individual calls to schedule a trip. Reservations shall be made according to the County's reservation policies.
33. "Denial/Refusal of Service": means any ride request that cannot be accommodated within the guidelines outlined in the contract. Denial of service for ADA clients is not permitted.
34. "Dispatcher": means the person(s) responsible for having every scheduled run leave from the designated originating location on time, maintaining schedules, and monitoring of the work force and work load on a minute-by-minute basis.
35. "Door-To-Door Service": means transportation service which requires the Driver to assist the client(s) from the main accessible door at the point of origin to the main accessible door of the point of destination. This does not include lifting of any client(s) and does not include going above 1st floor.
36. "Driver(s)": means all Driver(s) providing services for the Contractor under the contract for Paratransit Services.
37. "Dwell Time or Waiting Time": means the amount of time a Driver shall be required to wait for a client at a pick-up location.
38. "Excessive Trip Length": means a one-way trip wherein the ride exceeds the comparable time a similar trip would take if traveled by fixed route bus service, including appropriate transfer and walk to bus stop time. Rides provided where client ride time exceeds ninety (90) minutes, except in cases of extreme long distance, shall be deemed excessive.
39. "FDOT": means the Florida Department of Transportation.
40. "FTA": means the Federal Transit Administration.
41. "Fixed Route (Fixed Schedule)": means a system of transporting individuals on a vehicle that is operated along a prescribed route according to a fixed schedule.

42. "Group Trip": means a Trip in which a vehicle is used to transport four or more revenue Clients from a common origin address to a common destination address.
43. "Guest": See "Companion."
44. "In Service": means the period of time a vehicle begins the route to provide transportation service to a client until the time the route is completed.
45. "Incident": means an accident, any moving violation for which the Contractor's Driver is issued a citation, or any event that occurs while the Contractor is providing service that requires the intervention of the County, Contractor, or other governmental agencies.
46. "Late Arrival (Late Pickup or Late Trip)": means the Driver arrives at the Client's pick-up location after the end of the scheduled Pick-Up Window or arrives at the drop-off location after the requested appointment time.
47. "Late Trip": occurs if the vehicle arrives at the pick-up location more than 30 minutes after the start of the Pickup Window or arrives at the drop-off location more than 10 minutes after the requested appointment time.
48. "Local Coordinating Board": means an advisory entity locally known as the Local Coordinating Board for Transportation Disadvantaged Services (LCB), composed of representatives appointed by the Broward Metropolitan Planning Organization (BMPO) to provide assistance to the Community Transportation Coordinator (CTC), relative to the coordination of transportation services.
49. "Missed Trip": is a trip that is not completed and includes each instance where a Vehicle either: (1) never arrives at a pick-up location; or (2) arrives at a pick-up location after the end of the scheduled Pick up Window and the client either cancels at the door or is not present.
50. "Mobility Aids": means a device or animal used by a person to facilitate travel, including, but not limited to: a Personal Care Attendant, wheelchair, scooter, walker, cane, or a service animal such as, but not limited to, a guide dog.
51. "Multi-Load Trips": means Trips in which three or more Billable Trips are picked up at multiple origin addresses and dropped at a common destination address, or Trips in which three or more billable trips are picked up at a common origin address and dropped at multiple destination addresses.
52. "Next Day Service": (as required by ADA regulations) means a Trip provided on a particular day in response to a request for service made by 5:00 p.m. the day preceding the day of travel.
53. "No-Show Client": means failure of a Client to be ready to board a vehicle at the designated pick-up location within five (5) minutes of the arrival of the vehicle during the Pick-Up Window. This Trip will be coded as NSC (No-Show Client) in CTMS.
54. "No Show Provider": means a Contractor does not transport a Client for a scheduled Trip due to the vehicle arriving after the Pick-Up Window and the Client cancels the Trip and/or refuses to board; or the vehicle never arrives at the pick-up location. This Missed Trip will be coded as NSP (No-Show Provider) in CTMS.

55. "Non-Ambulatory": means any person who is mobility-impaired, uses a mobility device such as a wheelchair or scooter and must be transported in a lift or ramp-equipped vehicle. Non-Ambulatory shall also include persons that do not use a mobility aid but are in need of a lift or ramp to enter and/or exit the vehicle.
56. "Nutrition Trips" :means Trips to congregate meal sites and day programs for seniors as designated Disability Resource Center/Meals-On-Wheels program and approved by the County.
57. "On Time Pick-Up and On Time Arrival": means the Vehicle arrives at the designated pick-up location within the Pick-Up Window as established by the CTMS or earlier.
58. "Passenger": means any person occupying either a passenger seat or a wheelchair tie-down berth in the vehicle. Passengers may be Clients, their Companions or Guests, or their Personal Care Attendants. See also: "Rider."
59. "Passenger Hours": means the number of hours each individual Passenger rides in the vehicle. This is a duplicated hourly count (i.e., if ten (10) passengers ride together for the (1) hour, there are ten (10) passenger hours).
60. "Passenger Miles": means the number of miles each passenger rides in the vehicle. This is a duplicated mileage count (i.e., if ten (10) people ride together for ten (10) miles, there are one hundred (100) passenger miles).
61. "Passenger Trip": means all Trips performed by Contractor, including Clients, their Companions or Guests, and Personal Care Attendants.
62. "Personal Belongings": means Passenger property that can be carried by the Passenger and safely stowed for transport with the Passenger. There is no charge for personal belongings. "Personal Belongings" do not include (for the purposes of this definition) wheelchairs, or personal assistive devices.
63. "Personal Care Attendant (PCA)": means someone who is designated, and/or employed specifically to help the eligible client meet their personal needs, including traveling. A PCA may always travel with an eligible client and shall not be required to pay a fare.
64. "Pick-Up Window": means the period of time as defined by county, in which a vehicle must arrive at a pre-arranged location. The pick-up window is currently defined by County as thirty (30) minutes and may be adjusted by County, at its sole discretion. See also: "On Time."
65. "Pre-scheduled Trip": means a requested Trip that has been pre-arranged using the call center.
66. "Revenue Hours": means the number of hours a vehicle is in service from the first Client pick-up address to the last Client drop-off address, excluding all Driver breaks, regardless of the number of Passengers on board at any given time.
67. "Revenue Miles": means the number of miles driven from the first Client pick-up address to the last Client drop-off address, excluding all miles traveled during Driver breaks, regardless of the number of Passengers on board at any given time.

68. "Rider": means any person occupying either a passenger seat or a wheelchair tie-down berth in the vehicle. Riders may be Clients, their Companions or Guests, or their Personal Care Attendants. See also: "Passenger."
69. "Routing": means the organizing of individual pick-ups and drop-offs to maximize multi-loading and the efficient utilization of Drivers and Vehicles without undue burden or excessive riding time for clients.
70. "Same Day Service": means service provided to a client on the same day a request for Paratransit Service is made. This shall include service that is provided to a Client who was not ready to travel at the original requested pickup time and requests a later pickup that day. For new requests, "Same Day Service" will only be accommodated on a space available basis.
71. "Scheduled Trip": means the status of a reservation upon its assignment to a route and the estimated Pick-Up Window for a Client based upon the Client's required arrival time or Pick-Up Window at a designated location has been determined.
72. "Services": means the specialized transportation services as required herein.
73. "Service Animal": means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, Personal Care Attendant or Companion, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.
74. "Service Area": means the geographical area covered by as set forth in Exhibit 6 and shall include Broward County and limited areas (transfer points) in Miami Dade and Palm Beach Counties.
75. "Service Hours": means periods during which the Broward County Fixed Route system operates. Service Hours shall also include periods of emergency service or other periods at the request of the County.
76. "Standee": means a Client who is allowed to ride the lift on lift-equipped Vehicles without assistance from the Driver. A Companion or Personal Care Attendant may assist a Standee.
77. "Standing Order (Subscription)": means a series of Trips for which an individual goes to and from the same origin and destination, at the same time of day, at least twice a week for a minimum of four consecutive weeks and requests the Trip through a standing reservation rather than a daily request (also referred to as a "Subscription").
78. "Stranded Passenger": means a Client not picked up within thirty (30) minutes after the end of their Pick-Up Window.
79. "Subcontractor": means one who enters into a contract with Contractor to perform work required under the terms of the contract, if approved by the County.
80. "Subscription": Refer to "Standing Order."
81. "TOPS": means Broward County's paratransit program, also known as "Transportation Options."

82. "Transportation Disadvantaged (TD)": means those persons who, because of physical or mental disability, income status, or age, are unable to transport themselves, or to purchase transportation, and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk as defined in section 411.202, Florida Statutes, as currently enacted or as may be amended.
83. "Transportation Disadvantaged (TD) Trips": Pursuant to Chapter 427 Florida Statutes, Broward County, as CTC, is responsible for the coordination of funding and activities in providing transportation for TD-eligible clients. Trips under this category are TD Trips.
84. "Transportation Disadvantaged Service Plan (TDSP)": means the Transportation Disadvantaged Service Plan adopted by the BMPO.
85. "Transferable Passenger": means any person who transfers from a wheelchair or scooter to a vehicle seat with limited or no assistance, without requiring the use of special equipment or bodily lifting by the Driver. For these trips, the wheelchair shall be safely and securely stored in the interior of the vehicle.
86. "Trip": means a unit of service that is measured from the time a Driver begins Client service for a Client pick-up to the time when the Client is delivered to their destination. Each destination constitutes a trip. This unit of service is also referred to as a "one way trip".
87. "Trip Assignment": means the process of scheduling and assigning Trips to a Contractor based upon the most efficient usage of the fleet resources of all Contractors. The County's Trip scheduling software will optimize Trips based on rideshare clusters, vehicle amenities and routes with the most slack time to minimize impact on promise times and reduce roaming routes/deadhead miles subject to the preferences established by county for allocation of trips.
88. "Trip Sheet": means a record kept of specific information required by ordinance, rule, or operating procedure for a period of time worked by the Driver of a performing the Services required herein. This is also known as a Driver's log or manifest.
89. "Trip Types": means one or more of the following:
  - a. County Special Trips
  - b. Demand Trips
  - c. Group Trips
  - d. Multi-Load Trips
  - e. Nutrition Site Trips
  - f. Subscription Trips
90. "Unauthorized Location": means a location outside the ADA Service Boundaries in effect at the time of the Trip, unless the Trip has been specifically authorized in writing by County.
91. "Unauthorized Passenger": means any Passenger not approved by the County to utilize Paratransit Services and/or any Passenger traveling contrary to the conditions limiting their utilization of Paratransit Services.
92. "Unauthorized Trip" :means any Trip performed which includes either an unauthorized Passenger or an unauthorized location.

- 93. "Vehicle or Vehicles": means the Vehicles leased to the Contractor to perform the Services provided for herein.
- 94. "Vehicle Hours": means the total number of hours a vehicle is in service with or without Passengers aboard. This definition includes deadhead hours (hours to/from a base location at the beginning of the day and at the end of the service day), maintenance, and other non-revenue hours.
- 95. "Vehicle Miles": means the total number of miles driven by a vehicle within a specified time period, with or without Passengers aboard. This definition includes deadhead (mileage to/from a base location at the beginning of the day and at the end of the service day), maintenance, and non-revenue miles.
- 96. "Will-Call": means a request for a return Trip not scheduled at the time the reservation was made.

## **I. Contractor Responsibilities**

1. Contractor will serve as a provider of Services, which includes, but is not limited to, dispatching trips in coordination with Client reservations from the Call Center, adherence to the County's fare system, information technology administration, service operation, vehicle maintenance, repair and storage, vehicle inspection, hiring, training and management of all employees, statistical reporting as well as all other related tasks.
2. Service Level: The County will use best efforts to assign approximately fifty percent (50%) of service, measured in vehicle hours ("Service Level"). Trip distribution will be based on combining Trips to create the most efficient routes which may cause fluctuations in the daily percentages assigned.
3. Changes to Service Level: Each Contractor's Service Level may be tailored periodically to adjust to changing demand or in response to differences in performance among Contractors. Changes to Service Level will be made at the discretion of the County to provide the most efficient paratransit Services in a manner which best serves Passengers and Clients.
4. Dispatching: Contractor(s) shall be responsible for all dispatching functions to ensure that the Services are delivered in compliance with the provisions herein. The County will provide the Contractor(s) with limited access to CTMS for these purposes. Contractor(s) are responsible for security and safe-keeping of any and all County supplied hardware physically located at the Contractor's location.
5. Contractor(s) shall not refuse service to any Client without prior approval and direction from the County. The County, in its sole discretion will make necessary determinations regarding an individual Client's eligibility status or suspension thereof, on a case-by-case basis.
6. Contractor(s) will coordinate with the County and the designated provider of Liquefied Petroleum (i.e. propane) to adhere to all local, State and Federal policies and regulations regarding the placement and maintenance of propane fuel and tanks at its location at all times

## **II. County Responsibilities**

1. The County responsibilities include:
  - a. Procurement and purchase of Vehicles with Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC) capabilities, propane fuel and tanks, and Call Center services.
  - b. Call Center management includes but is not limited to, Trip eligibility determinations.
  - c. Management of Service complaints, which shall include but is not limited to, receipt of complaints, preliminary complaint investigation, and the coordination of responses with Project Manager, and the review and communication of appropriate responses to Clients.
  - d. Provide centralized server equipment and networking between the server(s), Call Centers, and Contractor(s), which shall include connectivity to CTMS for window dispatching functions.

- e. Data collected during the course of business by AVL and MDC systems, will be housed on the County's computer servers. The County will maintain the AVL and MDC systems during the Initial Term and any renewable terms thereafter.
- f. County shall promote communication and collaboration among the Paratransit Service providers, the Centralized Call Center, and the designated propane provider.

### **III. Service Area**

The Service Area (Exhibit 6) may be revised from time to time at the sole discretion of the County. The County will provide the Contractor with advanced notice of any Service Area modifications.

### **IV. Service Schedule and Hours**

- 1. Hours and Days of Service  
Service will be provided 365 days a year, (366 on a leap year). Contractor(s) shall provide paratransit transportation throughout the Service Area during the regular hours of BCT's operations. The required hours are listed below and may be changed from time to time, at the sole discretion of the County.

- 2. Paratransit Service runs in accordance with the Broward County Fixed Route service schedule as follows:

Sunday:	6:45AM to 10:15PM
Monday	4:40AM to 12:40AM
Tuesday	4:40AM to 12:40AM
Wednesday	4:40AM to 12:40AM
Thursday	4:40AM to 12:40AM
Friday	4:40AM to 12:40AM
Saturday	4:40AM to 12:40AM

- 3. Official Holidays  
Service will be provided on the below listed official holidays in accordance with schedule for Broward County Fixed Route bus service. All official holiday service shall run on a Sunday schedule of service.

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### **V. Description of Services**

- 1. Services shall include Pre-scheduled Trips and, if capacity allows, Same Day Service requests provided to eligible persons within the Service Area. During all hours of Service, in order to maximize Service to eligible persons, additional service may include the use of both lift-equipped and non-lift equipped Vehicles. Services to be provided will be for County authorized passenger Trips only.
- 2. Each Contractor must be able to provide 50% of the estimated Total Trips herein listed however, that percentage is not a guarantee.



**Estimated Passenger Trips by Contract Year (CY)  
CY 2015 TO CY 2019**

<b>Fiscal Year</b>	<b>Ambi Trips</b>	<b>W/C Trips</b>	<b>Agency Trips</b>	<b>PCA/ Companion</b>	<b>Total Trips</b>
CY 2015	251,670	97,136	66,229	26,492	441,527
CY 2016	257,962	99,564	67,885	27,154	452,565
CY 2017	264,411	102,053	69,582	27,833	463,879
CY 2018	271,021	104,605	71,321	28,529	475,476
CY 2019	277,797	107,220	73,104	29,242	487,363
<b>Grand Total</b>	<b>1,322,862</b>	<b>510,578</b>	<b>348,122</b>	<b>139,249</b>	<b>2,320,810</b>

\*NOTE: The table above does include Personal Care Assistants and Companions, which account for approximately 6% of all ridership.

3. The Estimated Passenger Trips by Contract Year represent the County's best estimate of Passenger-Trips through CY 2019. The estimated number of Trips is based on past utilization and is an estimate only. The estimated number of Trips is not guarantee, commitment, or a promise regarding the number of Trips during any period of time.

## **VI. Client Eligibility and Registration**

1. In order to be deemed as an "eligible" passenger or Client and registered for paratransit Service, applicants must meet TOPS paratransit eligibility criteria as established by the County. All applicants must submit a completed eligibility application for County review.
2. The County shall determine the eligibility status each applicant. The County, will determine whether an applicant is considered eligible, conditionally eligible, or ineligible. Once deemed eligible, the County shall notify and provide a valid passenger identification number to the Contractor(s) via the CTMS. Once entered in the CTMS as a "Client," Clients may call the Call Center to request a Trip.
3. A Contractor shall only transport those persons who have been approved as eligible Clients and registered by the County and their Personal Care Attendants or Companions that were scheduled at the time of the trip request.
  - a. Personal Care Attendant
    - i. One Personal Care Attendant (PCA) may ride with the eligible Client at the same time and from the same origin and to the same destination as the Client.
    - ii. PCA's do not pay the rider's fare and do not constitute a revenue (reimbursable) trip.
  - b. Companions/Guest
    - i. One Companion may travel with a Client in addition to a PCA.
    - ii. A Companion may only ride at the same time, and from the same origin and to the same destination as the Client.
    - iii. A Companion shall pay the same per Trip rider's fare as the Client
    - iv. Companion trips do not constitute a revenue (reimbursable) trip.
    - v. A Companion shall comply with all paratransit ride requirements.

- vi. Companions shall be allowed to have their own PCA ride with them.
- vii. A Companion's PCA shall not pay a rider's fare and do not constitute a revenue (reimbursable) trip.

## **VII. Driver Responsibilities**

1. All Paratransit Service (with the exception of transfers) is provided from the threshold of the main building entrance of the Client's point of origin to the threshold of the main building entrance of the Client's destination. The Drivers shall exit the vehicle to assist a Client in boarding or deboarding at each pick-up and drop-off location over a maximum of one curb and/or one step if the Client is in a wheelchair (several steps if passenger is ambulatory).
2. Drivers are not allowed to carry any Passenger, except in case of an emergency evacuation. Drivers are not required to carry any Mobility Aids such as, but not limited to, walkers or canes etc.
3. Contractor(s) will make special arrangements for notifying a Client upon arrival at the pick-up location if the Client is visually and/or hearing impaired.
4. Drivers will comply with the County's fare policies.
5. Drivers will not accept tips and/or other gratuities
6. Drivers will not play broadcast band radios, satellite band radios, tape players or other sound generating devices unless approved and/or directed by TOPS.
7. Drivers will not smoke (this includes, but is not limited to cigarettes, cigars, electronic cigarettes, or pipes) on any vehicle.
8. Drivers will not chew tobacco on any vehicle.
9. Drivers will not operate any personal mobile devices, such as, but not limited to, cell phone, blue tooth, mp3, or computer on any vehicle.

## **VIII. Provision of Service**

1. Contractor(s) shall keep the County informed regarding persistent scheduling difficulties, which are encountered under the terms of the contract.
2. All dispatching shall be provided by the Contractor from a central dispatch location utilizing the paratransit Software system, Automatic Vehicle Locator (AVL), and Mobile Data Computer (MDC). Radio contact with all Vehicles shall be maintained at all times while the Vehicle is in service.
3. Utilizing the paratransit Software system, AVL, and MDC, all dispatchers shall obtain, and provide an accurate estimated time of arrival (ETA) when a Client calls regarding late pickups.
4. Contractor(s) shall be responsible for provision of Paratransit Services, including dispatching, service operation, maintenance, vehicle inspection, hiring and training of all employees including, but not limited to, Drivers, ASE Certified mechanics, schedulers, dispatchers, etc. A Contractor shall not be permitted to broker transportation Services.

5. A system-wide dispatching function shall be provided by the Call Center to assist with capacity constraints on the day of service.
6. Drivers shall not allow animals (pets) on board Vehicles, with the exception of service Animals unless the animal(s) is in a travel cage that can be accommodated on the Client's lap.
7. Service Animals Requirements:
  - a. Service Animals will be transported with an eligible Client. Any animal identified and trained to be a Service Animal needed by a Client, PCA, or Companion to help with daily activities shall be transported.
  - b. Service Animals are not allowed to occupy seats.
  - c. Service Animals must be leashed and either kept on the floor of the vehicle or carried on the lap of the Client.
  - d. Service Animals are not reimbursable as a service trip.
  - e. Drivers shall not assist Service Animals.
8. Contractor(s) shall require Clients abide by the following regulations and policies:
  - a. Clients are allowed to travel with one companion or guest, unless otherwise directed by County and noted in clients CTMS profile. A PCA is neither a guest nor a Companion and cannot be restricted from traveling with the client nor Companion. PCAs and companions must travel to and from the same locations on the same Trip with the Client.
  - b. Infants and small children must ride in a federally approved child passenger restraint until they are at least 5 years old and weigh more than 40 pounds. Children weighing more than 40 pounds but less than 8 years old or less than 4'9" tall must ride in a booster seat. The Contractor does not provide child passenger restraint or booster seats. It is the responsibility of the parent or guardian to provide their own. This rule applies for children traveling as Companions as well as those who are registered Clients.
  - c. All Passengers, Ambulatory or Non-Ambulatory, must wear the shoulder/lap restraints supplied. Passengers shall not be allowed to stand while the vehicle is in motion. All wheelchair users will be required to wear the supplied body belt and shall be secured with the appropriate tie-down/shoulder/lap belt equipment.
  - d. Smoking of any kind (this includes, but is not limited to, cigarettes, cigars, electronic cigarettes, or pipes) is not allowed on board the Vehicles.
  - e. Consumption of food and/or beverages shall be prohibited, unless necessary for dietary and/or medical purposes as noted in the Client profile.
  - f. Parcels are limited to only those that the Client and Companions and/or PCAs can personally carry. Riders are not to bring large bags or boxes on the vehicle. Passengers are allowed to bring only parcels they and/or their PCA/Companion (if any) can personally manage and, if multiple parcels, they must be able to carry them all at the same time without assistance from the Driver and without making multiple trips to/from the vehicle.

- g. Playing radios, tape players, CDs or other sound generating devices is not allowed on board the Vehicles, unless a Passenger is utilizing headphones and the sound from the headphones is not over heard by the other Passengers..
  - h. Clients must show proper identification upon request.
- 9. The ADA prohibits Trip denials. The Contractor shall comply with the requirements of ADA and shall immediately notify County if capacity concerns arise and cooperate with the County to effect corrective action.
- 10. It shall be the duty of the Contractor to operate Vehicles in the most efficient manner possible consistent with meeting Paratransit Service requests in a timely fashion. The Driver is expected to proceed from the first pick up to the last drop off in the most direct manner (including using toll roads if necessary) while keeping Dispatcher informed of any delays.
- 11. Vehicles are to arrive within the Pick-Up Window. Repeated failure to comply with this requirement without reasonable cause will be grounds for termination of the agreement. Each Contractor is responsible for notifying the Client in the event of a delay which exceeds 30 minutes.
- 12. The Contractor(s) shall be required to perform quality control analysis to measure schedule results to compare Trip length to the shortest County fixed route travel itineraries (excluding express bus service and commuter rail service), plus walk-time, as a standard for travel time limits. The County reserves the right to make changes to this standard time.
- 13. Contractor(s) should attempt to minimize a Client's ride time to ensure that it is not excessive as defined under "Excessive Trip Length". This requirement shall apply except in circumstances beyond Contractor's control, i.e., inclement weather, unusually heavy traffic, and the like. It shall be in the sole discretion of County to determine excessive ride time and when circumstances are beyond Contractor's control. Contractor shall provide written explanation for excessive travel time if requested by County.

## **IX. Trip Booking**

All trip booking/reservations/service window call-backs will be handled by the Call Center via their toll free number.

### **1. Trip Request Changes**

- a. Changes to confirmed trips, including, but not limited to, time change, destination change, may be called in to the Call Center at the request of the Client. The Call Center will make every attempt to accommodate these changes, as the schedule permits, by utilizing any slots made available in the schedule that were created from cancellations, etc.
- b. Stand-By Status - will be granted to Clients who received a "not available" notification and wish to be alerted should space become available or for requests made after 5:00 p.m. the day prior to a trip request.

### **2. Trip Request Cancellations**

- a. If a Client cancels a trip on the day prior to the trip date or earlier, the Call Center shall record the change as a "Cancellation."
- b. If a Client cancels a trip more than 2 hours prior to the scheduled pick-up time on the day of the trip, the Call Center shall record the change as a "Same-Day Trip Cancellation."
- c. If a Client cancels a trip 2 hours (or less) prior to the scheduled pick-up time on the day of the trip, the Call Center shall record the change as a "No-Show Client."

### 3. Dispatching and Same Day Calls

- a. Contractor(s) will establish radio/communication links with each Vehicle, enabling digital mobile communications and voice communications with Drivers. Each of these Vehicles will be equipped with an Automatic Vehicle Locator (AVL) system, a Mobile Data Computer (MDC) provided by the County, and a 2-way radio system provided by the Contractor.
- b. All dispatching shall be provided from a central dispatch location utilizing CTMS in combination with the in-vehicle equipment identified above.
- c. Notification must be given by the Contractor(s) to the Client in the event of delays over 30 minutes. In the event of a Driver-reported no-show or a Client call regarding a late pick-up, the Contractor will first use the AVL system to verify vehicle location, contact the Driver, and provide an accurate estimated time of arrival (if needed).

### 4. Same-Day Trip Request

- a. Same day outgoing trips from a Client's home are not guaranteed. Decisions regarding Same Day Service will be made based on vehicle capacity and space availability. The Call Center in cooperation with the Contractor shall make every reasonable effort to accommodate same day trip requests.
- b. TOPS has a no-stranding policy, so same-day return trips to a Client's home must be provided, even though the trip may not be exactly when requested by the Client. Contractor may not deny acceptance of these trips, and shall perform the Trip, once assigned by the Call Center.
- c. Requests for Trips after 5 p.m. for the next day will be accepted by the Call Center. Efforts will be made to accommodate these requests using the authorized protocols as outlined in the CTMS certification/training program as to not violate service parameters.

## **X. Trip Types and Requirements**

1. Pursuant to the mandates of the ADA, Contractor shall not discriminate as to trip purpose and shall comply with all local, state, and federal laws and regulations that apply to the provision of transportation under the ADA, Transportation Disadvantaged Services required by Chapter 427, Florida Statutes, Chapter 41-2, Florida Administrative Code, and specific policies and procedures which relate to local sponsor agency requirements. The County, in its sole discretion retains the right to adjust the assignment of any and all trip types. Trip types shall consist of the following:

- a. County Event Trips: Contractor shall provide trips on request from approved County staff to individuals involved with County activities such as, but not limited to, advisory board meetings, public hearings, ADA Eligibility and Appeals transportation, special activities, natural disasters, act of war or national emergency, and special events. These Trips may include evacuation and reverse evacuation transportation for special needs Clients, as well as other transportation deemed necessary by County. Service may be provided on an on-demand or will-call basis and may be provided to individuals who are not Clients. No per trip rider's fare shall be collected. County Event Trips will also include:
  - i. Fixed Route wheelchair passengers that have been stranded due to bus malfunctions, excessive headway's, etc.
  - ii. County reserves the right to require additional Paratransit Service, including the use of Vehicles and Drivers. Such service may include, but not be limited to large public events and Special Needs transportation for other County agencies. Reimbursement rates may be made by the trip, by the hour, by the mile, or a combination thereof, depending on the circumstances as determined in the County's sole discretion. No per trip rider's fare shall be collected.
- b. Non-Ambulatory Trips: Contractor(s) shall provide all scheduled Non-Ambulatory Trips, this includes wheelchair and scooter users.
- c. Ambulatory Trips: Contractor(s) shall provide all scheduled Ambulatory Trips, this includes clients needing such aids as walkers, crutches, etc.
- d. Agency Trips: Contractor(s) shall provide all scheduled Group and Multi-Load Trips to specific agency sites.

#### **XI. Late Trips, Missed Trips and No-Shows**

- 1. The Contractor will be responsible for accurately recording Late Trips, Missed Trips and No-Show Trips as defined in the Abbreviations and Definitions section.
- 2. Late and Missed Trips will be counted only for registered Clients, and not for PCAs or Companions.
- 3. Improper recording of trips (i.e.: marking a trip No-Show Client when it should be No-Show Provider; falsifying arrival/departure times; etc.) is subject to disincentives as outlined in Performance Disincentives.
- 4. Documenting No-Shows:
  - a. If the vehicle arrives before the start of the pick-up window the Client is not obligated to board until the start of the Pick-Up Window.
  - b. Before a Client is determined to be a No Show, the Contractor must do the following:
    - i. The Driver must dwell five minutes. The 5-minute dwelling period does not begin until the start of the scheduled Pick-Up Window and starts after the Driver's arrival.
    - ii. Confirm the location of the Vehicle using the AVL and MDC device(s). A Client cannot be considered a No-Show Client without confirmation of

- the vehicle location via the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC).
  - iii. After the 5 minute dwell period, the Driver shall contact dispatch to inform them of the No-Show.
  - iv. Contractor will make a reasonable effort to contact the Client via phone.
  - v. If Client cannot be contacted, Contractor will allow the Driver to continue on the route.
- c. Once the dispatcher has verified completion of the above 5 steps, the Contractor may then consider the client a No Show.
  - d. The Contractor shall record all No Show Client events utilizing the Automatic Vehicle Locator (AVL) and Mobile Data Computer (MDC) of the vehicle location and time of day for each no show and must provide the documentation to the County on request.

## **XII. Vehicles**

The following lists the number of Vehicles that County will lease to each Contractor to provide the services:

<b>County Supplied Fleet</b>	<b>Contractor-A</b>	<b>Contractor-B</b>	<b>Total Fleet</b>
CY15	69	69	138
CY16	71	71	142
CY17	72	72	144
CY18	75	75	150
CY19	76	76	152

\*NOTE: Requirements are based on 3,200 passengers per vehicle per year.

1. The Vehicles shall be 10 passenger, 3 wheelchair body on chassis Vehicles. See Exhibit 4 for full specifications.
2. Contractor shall use the Vehicles leased by County to Contractor to provide the Paratransit Services herein and Contractor is not authorized to use the Vehicles for any other purpose.
3. The Vehicles shall be delivered by the County to Contractor prior to commencement of the Paratransit Services and shall be used exclusively to perform the Services specified herein and for no other purpose. Upon delivery of the Vehicles, Contractor shall be required to execute a Vehicle acceptance document which shall acknowledge the condition and receipt of the Vehicles.
4. Contractor shall assume all risk and responsibility for the Vehicles upon the acceptance of delivery until the Vehicles are returned pursuant to the requirements set forth herein. Subject to the provisions herein, Contractor shall have the exclusive right to possession and control of Vehicles to provide the Services herein and shall be fully responsible for the use thereof. Vehicles shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of the provisions set forth herein.
5. Contractor shall use Vehicles in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicles.

6. Contractor, as a private contract transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code (Chapter 14-90).
7. Contractor, at its sole cost and expense shall maintain the Vehicles and all their appliances and appurtenances, in a good state of repair and in efficient operating conditions during the term of the Agreement. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage or resulting from the provision of Services or any combination thereof shall be the sole responsibility of Contractor, and any and all damage shall be repaired at the sole cost and expense of Contractor. Contractor shall provide the Services in full compliance with all of the requirements set forth herein during any periods of time that Vehicle(s) are being repaired.
8. Contractor shall maintain the Vehicles in accordance with the terms and conditions of set forth herein and in accordance with any and all manufacturer recommendations. To this end, Contractor shall be fully responsible for all maintenance and repairs, of whatever kind or nature, of all the Vehicles utilized to perform the Services, which obligation shall include, but in no way is limited to, regularly scheduled routine maintenance. The maintenance program to be implemented by Contractor shall meet or exceed the manufacturer's recommended or specified guidelines and shall include the maintenance of all add-on equipment, if any, supplied with the Vehicle. When maintenance requirements are specified by the manufacturer for different service categories (such as "normal service" and "severe service") the most stringent and severe service guidelines shall be used.
9. All parts and materials, including, but not limited to, lubricants, tires, and fuel, used in maintained or operating the Vehicle shall be in accordance with the vehicle manufacturer's specifications for said parts and materials.
10. Contractor shall be responsible for all required inspections and repairs or alterations as required by Chapter 14-90.
11. Any Vehicle that becomes inoperable must be repaired and back in service within five (5) business days. In the event that a Vehicle will not be back in service within five (5) business days due to the unavailability of parts or the nature of the repair, Contractor shall notify Contract Administrator in writing, and include the reason for the delay. Contractor must have written approval from the Contract Administrator for any repair that will keep Vehicle out of service for more than five (5) business days.
12. Contractor's maintenance employees shall be properly licensed and qualified to perform maintenance on Vehicles. Contractor shall maintain the Vehicles per Broward County Transit (BCT) and manufacturer's standards for preventive maintenance.
13. Contractor shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Services. Contractor shall at times comply with the approved preventative maintenance schedule. Contractor shall maintain current records of all maintenance work performed on Vehicles. The records shall be kept onsite and available for inspection by Contract Administrator or designee.
14. Vehicle parts necessary to maintain and repair Vehicles shall be provided by Contractor at Contractor's sole cost and expense. Vehicle parts shall be in accordance with the vehicle manufacturer's specifications for said parts and materials. Any major



maintenance repairs needed that are beyond the capacity of the Contractor shall be performed at Contractor's sole cost and expense by a properly licensed and qualified vehicle repair provider. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed five thousand Dollars (\$5,000).

15. Contractor shall maintain all Vehicles in clean appearance and safe and proper working mechanical condition at all times. Vehicles shall be used in service in a manner so that all Vehicles will accrue relatively equal mileage at any one time.
16. County shall have the right to inspect, or cause to be inspected, all Vehicles and the maintenance and storage facilities. The inspections may be scheduled or unscheduled. County may inspect Vehicles at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the Contractor's ability to perform Public Transportation Services. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall notify Contractor as to Contractor's required repairs to each Vehicle due to damage or excessive wear and tear and Contractor shall promptly take all necessary actions to comply with County's notification. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no such extraordinary wear and tear or damage has occurred to the Vehicles.
17. Contractor shall make no structural or other significant alterations or changes to Vehicles without the prior written consent of County.
18. Contractor shall be solely responsible for the operation of each Vehicle in accordance with all federal, state, and local regulations. Additionally, Contractor shall be solely responsible for the operation of each Vehicle in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicles. Contractor shall utilize every practicable safeguard so as to minimize the discharge of pollutants. Contractor shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the Services provided hereunder.
19. CONTRACTOR shall not place advertisements of any kind on the Vehicles. County shall have the sole right to place, or cause to be placed, advertising on the Vehicles, and Contractor shall make the Vehicles available to County and County's advertising Contractor, for the placement, maintenance, and removal of advertisements.
20. Contractor shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the **Pre-trip and Post-trip Vehicle inspection form** to be provided by County prior to start of Service. Contractor shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Service. Contractor shall maintain a written record of all Vehicle inspections on site, which record shall be available to the Contract Administrator or his/her designee. Contractor shall keep all Pre-Trip and Post-Trip Inspections for a period of one year from start of Service and shall be ongoing for duration of the agreement. All record of all Vehicle inspections shall be available to the Contract Administrator for inspection and review.
21. Contractor shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records

shall be maintained by the Contractor during the term of the agreement on site and the record shall be available to the Contract Administrator or designee.

22. Contractor shall maintain the air conditioning system in order that all Vehicles shall have properly working cooling systems during all times the Vehicle is performing Services. Cooling systems shall be capable of maintaining the interior temperature of the Vehicle at sixty-eight (68) to seventy-two (72) degrees Fahrenheit within sixty (60) seconds of closing the Vehicle doors. With passengers on-board, regardless of the outside temperature, the interior temperature of the Vehicle must also be at sixty-eight (68) to seventy-two (72) degrees Fahrenheit. In the event that the interior temperature cannot be maintained, a replacement Vehicle shall be dispatched and the Vehicle repaired.
23. Contractor shall perform daily cleaning of the Vehicles prior to beginning Services each day as follows: exterior wash, interior windows cleaned, mopping of non-carpeted floors with clean water and appropriate cleaning solution, wiping down of non-upholstered seats with clean water and appropriate cleaning solution, vacuuming of upholstered seats, wiping down of all hand rails with clean water and appropriate cleaning solution, and the removal of all refuse. The exteriors of the Vehicles shall be free of grime, cracks, breaks, dents, and damaged paint that detract from the overall appearance of the Vehicle, as determined by County. Passenger compartments must be clean and free from torn upholstery or floor coverings, damaged or broken seats, and protruding sharp edges. All Vehicles must comply with the applicable Federal Motor Vehicle Safety and Emissions Standards.
24. Refuse, newspapers and other recyclable material remaining on board shall become the property of the Contractor. However, items found that are the belongings of customers shall be maintained and made available consistent with County's Lost and Found Policy and Florida law. In lieu of County's policy, Contractor may submit a Lost and Found Policy no later than 72 hours before the beginning of Service. This policy must be approved by the Contract Administrator.
25. In order to provide for a smooth transition upon the termination or expiration of the agreement, Contractor shall submit for County's approval a schedule for Vehicle demobilization. The schedule shall provide for the County inspection of the Vehicles within the last sixty (60) days of the agreement term. Contractor shall at its sole cost and expense remedy any and all deficiencies identified by the County. The schedule shall provide sufficient time to make any and all necessary repairs or correct any deficiencies in the Vehicles prior to the termination of the contract. Any repairs identified by County must be completed by the end of the agreement term or any extension thereafter, if applicable.
26. Upon expiration of the term of the agreement, or upon the elimination of a portion of the Services set forth in the agreement, or upon termination of the agreement for whatever reason (collectively the "Termination Date"), Contractor shall return all Vehicles to County within forty-eight (48) hours of the Termination Date. Contractor shall return the Vehicles to County in the condition they were received at the onset of the agreement, normal wear and tear excepted. Any costs necessary to restore and/or prepare Vehicles for return to County shall be the sole responsibility of Contractor. County, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicles prior to acceptance, and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, Contractor shall at its sole cost and expense remedy any and all deficiencies identified by the County Maintenance Transit Manager. The return of the Vehicles at the end of the agreement term must be scheduled with the County Maintenance Transit Manager so that the County Maintenance Transit Manager can

inspect the Vehicles for acceptance on their return. In the event Contractor fails to deliver the Vehicles to County as set forth above, County shall have the right to take immediate possession of the Vehicles, and Contractor be solely responsible for and shall reimburse to County all expenses (which expenses shall include, but not be limited to any and all legal fees and costs) incurred by County in effectuating such repossession and the restoration of the Vehicles to the proper condition.

27. Contractor shall not suffer, create or permit to be imposed upon Vehicles any lien or encumbrance whatsoever, and shall return the Vehicles to County free of any liens, claims or encumbrances resulting from Contractor's use of the Vehicles. Contractor shall notify persons furnishing repairs, supplies, towage and other necessities to Vehicles that Contractor has no authority or right to incur, create, or permit to be imposed on Vehicles any lien of whatsoever kind.
28. The annual registration of the Vehicles will be processed by the County and the costs of such registrations will be paid by the County.
29. Contractor shall make Vehicles and facilities available for the installation of any equipment (hardware and/or software) determined necessary by the County and further agree to operate such equipment in compliance with all direction from the County.
30. Contractor, at its sole cost and expense, shall be required to equip every vehicle utilized to perform the Services with a two way or trunked (wireless) radio tuned to a base where all transmissions are recorded, consistent with the requirements in Exhibit 2, the Contractor shall provide the County with all necessary equipment and services to allow "Real Time Access" to these systems.

### **XIII. Personnel**

1. All personnel assigned to the project shall be knowledgeable concerning paratransit services and the ADA, maintain a professional, courteous attitude toward all Clients and other individuals, and promote goodwill toward the general public including answering to the best of their ability all client questions. The County encourages the Contractor(s) to consider employment of persons with disabilities in fulfilling the duties of this Service.
2. The County retains the right to review the Contractors' personnel policies and lists of personnel assigned. Proposed changes in Key Personnel" and job duties shall be subject to review and approval by the County.
3. The County shall have the right, but not the obligation, to require the removal of any Contractor's employee from performing the Services herein under in the event that such employee fails to meet the requirements of the agreement.
4. Driver Requirements:
  - a. Contractor(s) shall provide the County with evidence that all Drivers have completed the training program offered by the Contractor prior to driving and as required. Ongoing training class attendance lists shall be included in the monthly reporting package. Additionally, Drivers may be required to participate in a Driver training program developed by the County. Contractor(s) will receive information regarding any County training program.
  - b. All Drivers, including trainees, must wear a uniform, consisting of a color coordinated shirt and slacks (no jeans allowed) which designates them as an employee of the

Contractor. Jackets and caps as dictated by climate, must comply with uniform standards. NOTE: The County reserves right of approval on all proposed uniforms.

- c. All Drivers must be able to speak and understand English, and Drivers must be proficient in writing English to successfully complete all paperwork required for this Contract, including, but not limited to, vehicle manifests and incident and accident reports.
- d. Contractor shall require all personnel providing Paratransit Transportation Services to possess the following regarding Driver licensing:
  - i. A current, valid Driver's license from the State of Florida that meets the current state and federal requirements.
  - ii. A current, valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22½, Broward County Code of Ordinances.
  - ii. A licensed Driver for at least three (3) years (time spent driving on a learner's permit does not count toward this requirement).
- e. Contractor shall not employ or retain any Driver or supervisor whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or plea of nolo contendere regardless of adjudication, for any of the following:
  - i. One (1) moving violation in the last three (3) years.
  - ii. An at-fault accidents in the last three (3) years.
  - iii. A Failure to Appear or a Failure to Pay in the last three (3) years.
  - iv. A Reckless Driving in the last seven (7) years.
  - v. A Driving Under the Influence (DUI) with the last seven (7) years. Two convictions (lifetime) for DUI is automatic disqualification.
  - vi. A suspension within the last three (3) years. One suspension for PIP permitted.
  - vii. A Manslaughter resulting from the operation of a motor vehicle.
  - viii. A Hit and Run or Hit and Run with Property Damage.
  - ix. A Reckless Driving causing injury.
  - x. A DUI causing injury.
  - xi. Any combination of any violations that indicate a pattern of irresponsibility or poor judgment.

#### **XIV. Criminal Background Screenings**

1. The Contractor must perform criminal background screenings on all prospective and current employees. Criminal background screenings shall include, but not shall not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.
2. The Contractor(s) shall conduct these background screenings at least once every six (6) months.
3. Contractor acknowledges that it will be responsible for and its proposal shall include any and all direct or indirect costs associated with the required criminal background screening check requirement.
4. Any prospective or current employee must not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not have been adjudicated delinquent and the record has not been sealed or expunged for, any offense set forth in Exhibit 3.
5. In the event that more than ten (10) years has elapsed since the date of the conviction, or the end of a period of incarceration resulting therefrom (whichever is later) involving any of the offenses set forth in Exhibit 3, the Contractor may, following the Contractor's consideration of the totality of the circumstances may consider them for employment for these Services.

#### **XV. Training**

1. Contractor shall maintain training programs for dispatchers and Drivers which shall be subject to review and approval by County. Contractor shall comply with the approved training programs. All employees shall receive training that develops customer service skills and increases understanding of people with disabilities, all sexual orientations, diverse cultures, races and ages. This training will be approved and monitored by the County. All employees may be required to receive periodic additional training provided by the County at Contractor's sole expense. Contractor(s) may be required to provide a Vehicle for use in certain segments of the County's paratransit training. Familiarity with Service hours and areas, transfer points, complaint procedures and TDD operation shall be included in basic training.
2. Drivers shall receive a minimum of eighty (80) hours of training prior to driving a vehicle in service. In addition to the training requirements for all employees stated above, training must include the following:
  - a. Passenger Assistance Technique (P.A.T.) certification or an equivalent course which must be approved by the County upon approval of an agreement. Training shall include elderly and disabled sensitivity components, passenger relations and assistance, handling and securement of wheelchairs, assistance to the visually impaired and dealing with service animals.
  - b. Defensive Driver Training, per National Safety Council standards, or an equivalent course approved by the County.

- c. Vehicle breakdown, accident, passenger incidents, adverse weather and other emergency/safety procedures including emergency vehicle evacuation.
  - d. Operation of vehicle and all equipment including proper two-way radio protocol; wheelchair and scooter securement, lift and/or ramp operation.
  - e. Address location ability including map reading, or ability to utilize any automated device installed in the vehicle.
  - f. Familiarity with how trips are scheduled, including an opportunity to meet schedulers in person.
  - g. Familiarity with the completion of necessary paperwork such as trip sheets (manifests), pre-trip inspection forms, accident reports, and incident reports.
  - h. Policies and procedures, such as wait time, fare structure, transfer locations, etc.
  - i. Broward County reserves the right to provide additional training for Drivers used in the Paratransit Service. Contractor(s) shall make available a complete copy of all course outlines, instructors' information, training materials(s) and handbook(s) pertaining to paratransit training to the County for review and approval. County staff may attend training sessions given by the Contractor(s).
  - j. Emergency procedures including vehicle evacuation.
  - k. Customer assistance procedures.
  - l. TOPS policies and procedures.
  - m. Contractors shall test (via written as well as oral components) all Driver candidates to ensure that they have retained a working knowledge of all essential elements of the curriculum, and demonstrate all skills necessary to perform their duties. (Note: This requirement includes demonstrated competency in reading, writing, and speaking the English language.)
  - n. Driver meetings shall be held on a regular basis and shall include an opportunity to interact and communicate with various staff members who make up the operations team including dispatchers, planners and maintenance personnel. Attendance at these meetings shall be mandatory for Drivers.
3. This training shall be provided to Drivers prior to their being assigned to operate a Vehicle or transport a Client. Written documentation of the successful completion of said training including documentation indicating that all certifications of said training and testing are valid and current, to include documentation of successful completion of re-training and for recertification, shall be maintained as a permanent record for each employee. (NOTE: Re-training shall occur every 2 years or sooner as may be required by the certifying entity.)
4. The Contractor(s) shall obtain the County's approval prior to designing and implementing a standardized Driver training curriculum and the development of a certification process.
- a. For Drivers, the County has approved the University of Wisconsin, Milwaukee's "Passenger Assistance Training to Proficiency" and the National Safety Council

certification program for defensive driving. Comparable programs may not be substituted without the prior written approval of the County.

- b. Once certified, all Drivers will be required to display on their person a picture ID indicative of their certification as a Driver.
5. Standardized training is required of all administrative personnel, including call takers, dispatchers, and schedulers. Training should include TOPS policies and procedures, phone decorum and sensitivity to the needs of clients with disabilities, ADA requirements, and proficiency in the use of business related software used by the Contractor to provide the Service, proficiency in use of the Paratransit Service application software.
  - a. The Contractor(s) shall obtain the County's approval prior to designing and implementing a standardized training curriculum for administrative staff.
  - b. Contractors shall test (via written as well as oral components) all administrative candidates to ensure that they have retained a working knowledge of all essential elements of the curriculum, and demonstrate all skills necessary to perform their duties. (Note: This requirement includes demonstrated competency in reading, writing, and speaking the English language.)
  - c. Written documentation of the successful completion of said training and testing as well as any re-training, (NOTE: retraining shall occur every 2 years or sooner as may be required by the certifying entity), shall be maintained as a permanent record for each employee.
6. The Contractor(s) will ensure that Client participation is incorporated in the appropriate components of its training curriculum for both Drivers and administrative personnel.
7. The Contractor(s) shall maintain a current matrix list of all personnel engaged in the provision of the Services by job classification summarizing all critical data; such as: name, address, date of hire, citizenship status, Driver's license number, training, relevant certifications, or other information that may be required by County.

#### **XVI. Emergency Procedures/ Inclement Weather and Documentation**

1. The Contractor shall work in conjunction with the County to ensure the safety of Clients. In addition to training and planning efforts, the proper response to each incident/ accident is of critical importance to passenger safety. Contractors shall implement the Emergency Procedures provided by the County. The County reserves the right to modify these procedures.
  - a. Contractor(s) shall inform the County, by telephone or radio, of any and all incidents and/or accidents as soon as possible.
  - b.
  - c. Written reports shall be submitted within one (1) hour by email, followed by a final (including a completed Department of Motor Vehicles report) report within 24 hours of the occurrence of any incident and/or accident.
2. Inclement Weather/ State of Emergency

- a. In the event of snow, rain or other inclement weather, or the declaration of a State of Emergency for any reason; which may significantly impact the safe operation of Vehicles at normal operating speeds, the Contractor(s) shall advise the County as to the condition of local roads within the Service Area. Each Contractor is responsible for contacting the County.
- b. In the event that weather conditions or natural disasters make fulfillment of the terms and conditions required herein, the County shall be empowered to temporarily suspend Services or temporarily relax the service standards by telephone authorization to the Contractor(s) which shall be followed up in writing.
- c. In the event of suspension of Services, the County shall endeavor to contact Clients by public service announcements on local radio station. Call Center shall assume responsibility to contact any Clients who may be at intermediate destinations (awaiting transport home) and shall arrange transport for the return trip or make all reasonable attempts to ensure the safety and security of the Client, if travel is deemed to be unsafe.
- d. Service standards may be relaxed in the event of snow, rain or other weather which significantly impact the safe operation of Vehicles at normal operating speeds.

## **XVII. Complaint Handling**

1. All complaints/compliments will be documented via the complaint module within the CTMS system. Complaints must be registered directly with the Call Center or the County. The Call Center and/or the County will input all such complaints in CTMS and assign each complaint to the appropriate Contractor for resolution.
2. Complaints must be documented and investigated by the Contractor, which shall include, but not be limited to, the review of available video footage from on board cameras, a phone interview, and appropriate corrective action taken promptly. All complaint responses are to be reviewed, approved and signed by the Contract Administrator prior to issuance to the customer. The Contractor shall notify the customer and County of the disposition of the complaint in writing within five (5) calendar days of receipt of said complaint. The County reserves the right to change the complaint procedures.
3. Complaints of a safety, security and/or of a severe nature require a response within 24 hours.
4. The County requires that Contractor(s) treat all customer concerns related to performance as complaints.

## **XVIII. Publicity**

1. The Contractor(s) shall not engage in any advertising or promotion regarding TOPS or paratransit Services without prior written approval of the County. The Contractor(s) agrees to participate with the County in all efforts related to publicizing the Services. Said efforts may consist of, but not be limited to, press events, advertisement in neighborhood or regional papers and distribution of informational brochures or notices and attendance at meetings, functions etc.



## **XIX. Revenue Collection**

1. The Contractor(s) shall cooperate with the County in the implementation of any change in fares, (including but not limited to, fare amounts and payment methods) and the revenue collection system as so determined by the County. The County shall have the right in its sole discretion to implement any changes in fares and fare policies. The County intends to implement an automated fare collection system within the term of the contract.
2. If the automated fare collection is not installed prior to the start of Service, Contractor(s) are responsible for collecting all fares required under the contract and for maintaining records and deposit receipts for the fare revenue collected. Fares are to be collected as each Client or reimbursable Passenger boards the vehicle. Drivers are not permitted to make change.
3. The County shall deduct from the Contractor's monthly payment the amount of all fares that were collected or that should have been collected by the Contractor for all reimbursable.
4. The County shall determine the Passenger fare structure for each Trip. In the event that fares shall be adjusted, any adjustment in the fare shall accrue to the sole benefit of the County.
5. Contractors shall report any instances of program participants who refuse to pay the rider's fare.
  - a. The one-way fare is currently \$3.50. Clients and Companions are to pay fare.
  - b. PCAs are not charged a fare.
  - c. Nutrition Trips are not subject to a fare.
  - d. A summary of the total number of fares collected by the Drivers during the month must be submitted along with the monthly invoice.

## **XX. Meetings**

Key Personnel shall be required to attend all appropriate meetings, such as the Local Coordinating Board (LCB) or any business related meetings as directed by the County. This typically involves one to five meetings per month.

## **XXI. Facility(ies) Storage and Fuel Infrastructure**

1. The Contractor shall provide facility/facilities, which meet the following conditions:
  - a. Located within the Service Area.
  - b. Suitable for conducting all functions to be performed as required herein, including but not limited to adequate space to park and secure the Vehicles in a well-lit, secure location, proper equipment to maintain and wash Vehicles, space to properly store propane fuel and tanks as well as fuel Vehicles.
  - c. Be fully accessible to persons with disabilities.

2. The County will purchase and supply the propane fuel for the Vehicles. The Contractor's facility(ies) must be able to accommodate the fueling infrastructure (tanks, pump, etc.) as follows:
  - a. Storage tanks - 4-1000 gallon tanks and 2 autogas fuel dispensers.
  - b. Footprint Width- 25 feet wide (includes 4-1000 gal tanks plus the 3ft between tanks.
  - c. Footprint Length- total of 16 ft. in length.
  - d. Setbacks- the tanks must be 25ft from any structure.
3. The Contractor will be responsible for installing:
  - a. Electric- 3 Phase electric will be needed for the pumps and equipment.
  - b. Crash post protection around the tanks (State of Florida requirement)

## **XXII. Performance Standards and Expectations**

1. The safe, courteous, and timely delivery of Service is of critical importance.
2. It shall be the duty of the Contractor to operate Vehicles in the most efficient manner possible consistent with meeting Service requests in a timely fashion. The Driver is expected to proceed from the first pick up to the last drop off in the most direct manner while keeping Dispatch informed of delays.
3. In compliance with ADA guidelines, the Contractor shall perform quality control analysis to measure schedule results to shortest County fixed route travel itineraries (excluding express bus service and commuter rail service), including walk-time, as a standard for travel time limits. The County reserves the right change this standard.
4. **TD OPERATING STANDARDS:**

Standards regarding the following issues have been established by the State of Florida Commission for the Transportation Disadvantaged and shall be adhered to. Service agreement language will address each issue: a Drug and Alcohol testing policy, a policy on transporting escorts and children, a policy on usage of child restraint devices, a policy regarding the personal property a passenger may bring along on a trip, established vehicle transfer points, posting in Vehicles of a local toll-free telephone number for complaints, out-of-service area trip policy, vehicle cleanliness, safety and comfort policy, billing requirements and invoice processing standards, payment procedures, maintenance of a passenger/trip database by the CTC, adequate seating in Vehicles, Driver identification policy, policy on Driver assistance, a "no smoking, eating and drinking in vehicle" policy, a passenger no-show policy, a two-way communication system, functioning vehicle air conditioning and heating systems.

The County will conduct an annual System Safety review of each Contractor to comply with safety requirements of Rule 14-90, FAC.

### **XXIII. Performance Disincentives**

1. The payment to the Contractor shall be reduced for performance disincentives which impact the value, or lack thereof, of the overall Services provided by Contractor. The County shall make adjustments to the payments to Contractor based upon the following schedule of performance measures:
  - a. Late Trips. Failure to achieve on-time performance standard of 92% of trips within 30-minute window; a disincentive applies to all trips in excess of the first 8% - \$10 per occurrence. For the purpose of this clause, a Late Trip is defined the Abbreviations and Definitions.
  - b. Missed Trips. A disincentive of \$50 per missed trip. Missed Trips are defined in the Abbreviations and Definitions.
  - c. Accidents. A disincentive in the amount of two hundred and fifty (\$250.00) dollars per "at fault" vehicle and/or "at fault" passenger accident will be subtracted from Contractor's payment. In the instance of a dispute over determination of "At Fault" status of vehicle or passenger accident the ruling of the insurance company shall prevail
  - d. A disincentive in the amount indicated per category /per occurrence for the following performance failures will be subtracted from Contractor's payments:
    - i. Lift or ramp failure - \$50 per occurrence;
    - ii. Air-conditioning / heater failure - \$50 per occurrence;
    - iii. Vehicle Maintenance Standard Disincentive: \$50 per incident
    - iv. Failure to comply with the Driver uniform requirement - \$50 per day/per Driver; this includes trainees
    - v. Telephone communications system - \$100 per hour or fraction thereof for any interruption in excess of 30 minutes
    - vi. Telephone performance standard – Avg. hold >2.5 minutes and/or >5% of total calls have > 5 min hold - \$500 per month
    - vii. Failure to respond to complaints within 5 days - \$25 per occurrence.
    - viii. Failure to report incident or accident - \$50 per occurrence.
    - ix. Total complaints exceeding 0.2% of trips delivered in a calendar month - \$25 per occurrence;
    - x. Total number of trips with travel times more than 90 minutes exceeding 2% of all trips - \$500 per month
    - xi. Any vacancy in one of the Key Personnel positions lasting longer than 60 calendar days - \$1,000 per month or fraction thereof
    - xii. Falsification of trip time, arrival time, departure time, number of billable riders, number of riders, trip purpose, and/or trip location. – \$200 disincentive per occurrence.
  - e. A performance failure that is determined solely by County to be due to factors beyond the control of the Contractor will not be subject to a monetary disincentive. Contractor shall notify County in writing within one (1) business day of any performance failure which they deem to have been due to factors beyond their control.
  - f. The Contractor(s) shall report on each of these performance measures monthly and shall be responsible for retaining all records needed to support the reporting of these operating statistics (NOTE: Also; all incidents, accidents, and service interruptions are

to be reported in accordance with the Emergency Procedures provided by the County). It shall be the right of the County to review and audit the documentation supporting the reporting of these statistics and to determine that the Contractor(s) has accurately reported these statistics.

#### **XXIV. Liquidated Damages**

The contract shall include a provision for liquidated damages in the event that Contractor fails to provide Service.

#### **XXV. Terms of Compensation**

1. Amount of Payment: the Contractor will be paid by the County based on a schedule which consists of:
  - a. Payment of a Fixed Cost Per Month for Administrative and Overhead Costs.
  - b. Payment of a Fixed Cost Per Registered Passenger Trip
2. Nothing in this Contract shall be construed to limit the discretion of the Contractor to determine the amounts to be paid to its officers and employees for wages and fringe benefits, provided however, that any increases in such amounts during the term of this Contract shall be at the sole expense of the Contractor.
3. Timing of Invoicing, Payments and Adjustments
  - a. On or about the 15th of each month, the Contractor will submit to the County for payment fixed administrative costs and overhead, for that month.
  - b. Within five (5) business days after the close of the month, the Contractor will submit to the County for the County's approval a "Statement of Operations and Costs" for the previous month which details by cost category the amounts billed, in accordance with the provisions of Service for the previous month.
  - c. County shall pay in accordance with the Broward County Prompt Payment Act.
  - d. County shall deduct from Contractor's monthly payment the amount of all riders' fares that were collected by Contractor for the Trips performed by Contractor during the billing period. County shall provide written notice of any contract disincentive deduction.
  - e. In the event of a dispute between County and Contractor as to the application of a disincentive decrease. Contractor shall present the dispute in writing to Contract Administrator. County shall have fourteen (14) days from receipt of notice of the dispute to review the information provided by Contractor to dispute the disincentive deduction. Contract Administrator's decision shall be final and binding, with adjustments based on the following elements:
    - i. Adjustments to the Monthly Mobilization Costs.
    - ii. Adjustments to the number of Registered Passenger Trips.
    - iii. Adjustments of an amount based upon disincentive for specified performance levels in the previous month, as set forth herein.

- iv. Adjustments, which become due as a result of any reconciliation or post audit conducted by the County.
- f. Contractor(s) agree to use the County approved invoice format, which shall be provided by the County during the mobilization period.

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## EXHIBIT 2: Computer System Functions and Specifications –

### I. County Responsibilities

1. **Computerized Trip Management System (CTMS):** County shall provide Contractor with a CTMS consisting of proprietary software, hardware and peripheral equipment and other items, such as hubs and routers, cabling, modems, and printers solely for use by Contractor in County's paratransit operation. County shall retain title to the CTMS and no right, title, or interest in the CTMS shall pass to Contractor except as expressly set forth in the contract. Contractor shall not remove any markings, and shall affix to the CTMS any markings requested by County, to evidence County's ownership interest. Contractor recognizes and agrees that use of the CTMS is limited to transportation operations involving individuals determined by County to be eligible for such County assisted Paratransit Services.

Contractor further agrees that Contractor shall not use CTMS for its own business operations unrelated to the above. Usage of CTMS for non-County functions or operations may result in the termination of the agreement.

2. **Delivery and Installation of CTMS:** County shall deliver the CTMS at a time and location to be agreed upon by the parties. At the time of delivery of the CTMS to Contractor's site, the parties shall execute a written schedule setting forth the components; the serial numbers where applicable of the CTMS delivered; and date of delivery. In addition, Contractor shall note on such schedule any apparent damage to the CTMS or any components thereof. County will install the CTMS after delivery. Prior to delivery of the CTMS, Contractor shall prepare the installation site for the CTMS to ensure a suitable operating environment for the CTMS. Contractor shall comply with any specifications that County may supply with respect to the utilities, temperature, and humidity conditions required by the CTMS. The installation site shall, at a minimum, be an appropriate typical business environment for microcomputer storage and operation and be able to be locked, secure, and free from flood potential. The actual location of the components of the CTMS at the installation site shall be subject to final approval by County. Contractor agrees to cooperate fully in the installation, testing, and training related to CTMS subsequent to the effective date, and prior to the commencement date, of the contract.
3. The County shall be responsible for maintenance of the T-1, DSL, fiber optic, LAN, or comparable means of delivering constant connectivity to the network necessary for interconnection between computers in CTMS. The County will provide wiring and connection equipment required to achieve the interconnection to the County Computer Network from the Contractor's facility(ies). The Contractor will provide an appropriate location to terminate all connection equipment within the facility(ies).
4. **Operations, Maintenance and Repair of CTMS:** County shall provide Contractor with reasonable assistance in the maintenance and operation of the CTMS, by responding to all inquiries and trouble reports concerning the operation or condition of the CTMS, if placed by Contractor by telephone to the designated representative of County during Service hours. Upon receiving such inquiries or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of Contractor's description of the problem, or arrange for assistance from a maintenance-service representative. Contractor shall bear the cost of all routine supplies required by CTMS, all costs associated with the data communication circuits(s) necessary to connect to the County system, and all maintenance charges, including the cost of labor and parts, imposed by any maintenance-service representative or by County in the event that maintenance is required by reason of:

- A. Use of the CTMS or any component thereof in other than the manner for which it was installed.
- B. Damage to the CTMS by Contractor or its employees or agents.
- C. Modification of the installed CTMS by Contractor not authorized by County.
- D. Maintenance performed by Contractor without the authorization of County.

All maintenance services shall be provided by County, and Contractor shall not perform such without prior consent of County.

- 5. **Risk of Loss:** Contractor shall bear the entire risk of loss or damage to the CTMS after its delivery to the installation site. Contractor shall, at its own expense, obtain and maintain property and casualty insurance for the CTMS against all risks of loss or damage.
- 6. **Relocation of CTMS:** All relocations of the CTMS or components thereof whether at the installation site or to a new site, shall be performed by County unless otherwise authorized by County in writing.
  - A. Contractor shall bear all costs and expenses incurred in the event of a relocation of any component of the CTMS within the installation site or from the installation site to a new site.
  - B. Contractor shall give County a minimum of ninety (90) days prior written notice in the event it wishes to relocate any component of the CTMS from the installation site to a new site, unless otherwise agreed to between the parties. Contractor shall give County a minimum of sixty (60) days prior written notice in the event it wishes to relocate any component of the CTMS within the existing installation site, unless otherwise agreed to between the parties.
- 7. **Restrictions:** The following restrictions shall apply to Contractor's use of the CTMS.
  - A. Contractor shall keep the CTMS free and clear of all claims, liens, and encumbrances. Any act of Contractor purporting to create such a claim, lien, or encumbrance shall be void.
  - B. Contractor shall not use the CTMS in any manner or for any purpose for which the CTMS is not designed or reasonably suited.
  - C. Contractor shall not permit any physical alteration of the CTMS without the prior written consent of County.
  - D. Contractor shall not affix, attach, or install any accessory, equipment, or device to the CTMS without the prior written consent of County.
  - E. Contractor shall not affix the CTMS to any real estate in such a way that it may be deemed a fixture thereto.
  - F. Contractor shall not remove the CTMS from the installation site without the prior written consent of County, except in the event of an emergency.
- 8. **Reservation of Title:** The agreement shall not provide Contractor with title or ownership of the Licensed Programs, but only a right of limited use. The Licensed Programs are, and shall remain, the property of certain third-party licensors who have authorized County to incorporate their software into the System. Contractor acknowledges that the programs, data-base information, and user materials included in the Licensed Programs contain confidential information and trade secrets that County has entrusted to Contractor in confidence to use only as expressly permitted.

Contractor acknowledges that owner thereof claims and reserves all rights and benefits afforded under federal law in the programs, data-base information, and user materials included in the Licensed Programs as copyrighted works. Contractor shall protect the programs, data-base

information, and user materials included in the Licensed Programs as confidential information and trade secrets.

Contractor shall not, at any time, disclose such confidential information and trade secrets to any other person, firm, organization, or employee that does not (consistent with Contractor's right of use hereunder) need to obtain access to the Licensed Programs. Contractor shall use its best efforts to ensure that all Contractor's personnel and all other persons afforded access to the Licensed Programs by Contractor protect the Licensed Programs as trade secrets and confidential information and refrain from any use or disclosure in any manner not expressly permitted by the contract. These restrictions shall not apply to information: (1) generally known to the public or obtainable from public sources; (2) previously in the possession of Contractor or subsequently developed or acquired without reliance on the licensed programs; or (3) approved by County for release without restriction. The programs, data-base information, and user materials included in the Licensed Programs may not be decompiled, reverse engineered, reprinted, transcribed, extracted, or reproduced, in whole or in part, without the prior written consent of County. Contractor shall not in any way modify or alter the Licensed Programs without the prior written consent of County.

Contractor further agrees that all data entered into the data base of the CTMS by Contractor, statistical information or data produced by Contractor through the use of the CTMS or other data, information or material produced pursuant to the contract is work made for hire under the laws of the United States.

9. **Training:** Contractor shall select personnel Contractor deems qualified to operate the CTMS. Upon notification of selection, County shall provide Contractor's personnel with initial training in the operation of such system. County may provide further training on mutually acceptable terms.

## **II. Computer System Functions and Specifications – Contractors Responsibilities**

1. **Introduction.** This exhibit details specifications and Contractor responsibilities regarding Information Management. Specifications and responsibilities are provided in three major areas: Computer Network; required Management Information Systems and Control Systems; and operational requirements, including information input, storage, retrieval, report preparation, and real-time Data access.

The County reserves the right to determine, with input from the recommended firms, the most advantageous pairings and design of these essential supplementary technology components in order to provide a uniform technology environment for TOPS program.

### **2. Computer Network**

#### **A. Buildings and Facilities**

- i. The Contractor will provide physical space within their facility(ies) with suitable environmental controls specifically for computer operational requirements. This includes, but is not limited to: a secure location for all servers and control/communications hardware, heat, air conditioning, air circulation, humidity controls, dust controls and vibration control as required by the computer hardware manufacturers' recommended specifications.
- ii. The Contractor shall provide adequate redundant Uninterruptible Power Supply (UPS) units capable of providing surge protection and configured to perform automatic clean shutdown of



hardware in the event of a power failure lasting longer than five minutes. Contractor shall maintain UPS units in Good Working Condition and run periodic tests in accordance with the manufacturers' recommendations. Contractor shall also maintain the backup power transfer system at its facility(ies) to ensure that power is transferred from UPS units to backup generators and from backup generators to UPS units without interruption.

## **B. Management Information Systems and Software.**

### **(a) General.**

- (1) Software Provided by the County. The County in conjunction with the Software Provider shall install, configure, and maintain CTMS software.
- (2) Electronic Mail. County will provide Contractor with County email addresses. Contractor will use the @broward.org email addresses as the main email address for communications to and from the County.
- (3) Use of Software and Hardware not required by the County. It is expected that Contractor may use snf license software and hardware to perform administrative functions not specifically required by the County for the performance of the Services. Hardware and software provided by Contractor for the sole purpose of performing these non-specified administrative functions shall remain the property of Contractor. Contractor shall be entirely responsible for providing all equipment, installation, configuration, wiring infrastructure and maintenance for hardware and software the Contractor uses solely to perform non-specified administrative functions. The Contractor will be responsible for ensuring that the software is compatible with County operating systems and databases when needed where software is co-located on County hardware

### **(b) Required Management Information Systems.**

- (1) Contractor shall operate, manage and maintain, and if and as necessary develop, procure and install in whole or in part, a Management Information System (MIS) for each of a number of functional areas of the Services. Contractor shall complete these activities to ensure that the required Management Information Systems are available by January 1, 2015, unless otherwise approved in writing by the County. The following subsections describe each of the required Management Information Systems, along with Contractor responsibilities with respect to each required MIS. These systems and responsibilities are summarized in a table at the end of this section.
- (2) Subject to County approval, Contractor may procure or develop a Management Information System that performs multiple functions in the list of required Management Information Systems, provided that the MIS meets the functional requirements of each specified MIS. In the event that the County provides or approves the use of another MIS to replace any current MIS, Contractor shall operate and maintain such new system.
- (3) A Fleet Maintenance System (FMS) will be supplied by the Contractor, subject to the prior review and approval of the County, and will be the primary Management Information System that will be used to monitor Contractor activities at its maintenance facilities. Using FMS, Contractor shall perform activities including, but not limited to:

- (i) maintaining an inventory of maintenance facilities, revenue and non-revenue vehicles (including buildings, secure parking facilities, equipment, vehicles and vehicles components) with a unique identifying number and digital photograph, where applicable;
  - (ii) recording required tests and inspections;
  - (iii) recording preventative, predictive and corrective maintenance activities;
  - (iv) scheduling and control of predictive, preventative, and corrective maintenance programs and associated labor and materials;
  - (v) issuing work orders and purchase orders;
  - (vi) issuing facility status and repair reports;
  - (vii) retaining up to five (5) years, or the length of the Contract whichever is greater, worth of information on predictive, preventative and corrective maintenance for each facility or component to produce and analyze trends;
  - (viii) recording information necessary for warranty administration. The Contractor shall work with the County to finalize the configuration and reporting options of FMS.
- (4) As part of Contractor's fleet management activities, Contractor must keep written forms documenting the maintenance performed on each vehicle. These forms must include the signature of the employee and supervisor conducting the maintenance, and detail the maintenance and corrective action procedures occurring at each inspection. These forms must be approved by the County.
- (5) Human Resources MIS. The Human Resources MIS is the primary Management Information System that will be used to monitor Contractor management of its personnel involved in performing the Services. Using the Human Resources MIS, Contractor shall record information that includes, but is not limited to: Criminal background record checks, employee certifications and qualifications; training received; disciplinary actions; drug and alcohol program status; and employee roster and assignments. Contractor shall procure and install a Human Resources MIS approved by the County, and thereafter operate and maintain such system.
- (6) Financial MIS. The Financial MIS is the primary Management Information System that will be used to monitor Contractor TOPS dedicated financial activity related to the performance of the Services. Using the Financial MIS, Contractor shall perform activities including, but not limited to:
  - (i) recording daily revenues collected by Contractor;
  - (ii) recording Costs and producing invoices associated with authorized expenditures;
  - (iii) reporting on DBE compliance; and
  - (iv) tracking receipts from purchases of supplies and materials.
- (7) Contractor shall procure and install a Financial MIS approved by the County, and thereafter operate and maintain such system separate from other company business.

**(c) Communications Systems.**

- (1) Contractor shall operate and maintain Communications Systems in each of a number of functional areas of the Services. Many of these Communications Systems include Computer Equipment, network needs, and software, which

Contractor must also operate and maintain. Examples of these systems, with associated responsibilities, are provided in Table 2 below.

- (2) Contractor responsibilities shall include, but not be limited to the operation and maintenance of, systems listed in this table. Note: Each Communication/Control System, proposed by the Contractor, shall be submitted to the County for its review and approval prior to its purchase and deployment. All voice communication systems must be digitally recorded and the system must have internal quality control monitoring and the capability to be remotely accessed and monitored by County users.
- (3) Contractor communications will also include direct wireless access to/from Drivers (i.e. two-way radios - not cell phones) that will be recorded at the base station. This recording must be remotely accessible by the county for purposes of monitoring, etc.

**Table 1** Required Management Information Systems

<b>Management Information System</b>	<b>Purpose of MIS</b>	<b>Responsibilities</b>	<b>Availability Standard</b>
Computerized Trip Management System (CTMS)	Monitor and deliver Contractor operation of County TOPS Services	County provided principal paratransit scheduling/dispatching software/support/hardware. Contractor operates.	Restore immediately
CTMS Dispatching System	Provide dispatching for TOPS Service	County provided system; Contractor operates;	Restore immediately
Fleet Maintenance System (FMS)	Monitor/report Contractor activities at maintenance facilities	Contractor provided, operate, and maintain system	Restore within 24 hours
Human Resources MIS	Monitor/report Contractor management of its personnel involved in performing the Services	Contractor provided, operate and maintain system	Restore within 24 hours
TOPS dedicated Financial MIS	Monitor/report Contractor financial activity related to the performance of the Services	Contractor provided, operate and maintain system	Restore within 24 hours

**Table 2** Control Systems

Functional Area	Control System	Responsibilities	Availability Standard
*Fleet Communications	TBD by the Contractor	Contractor provided Computer Equipment, software, and connectivity to County for “real time” voice and data monitoring, digital recording (including all radio transmissions), and reporting capability; Contractor operate and maintain	Restore immediately
Fleet Communications (AVL/MDC)	StrataGen Vectors/Sprint Wireless	County provided AVL/MDC equipment and wireless communication. County maintains systems	Restore immediately
*Telephone Communications	TBD by the Contractor	Contractor provided lines, system, computer equipment/ software, with digital recording and reporting capabilities; Contractor operate and maintain	Restore within 30 minutes

\* Note – These systems shall conform to TMIS integration requirements established by County and Software/Hardware Vendors.

**C. Operational Requirements.**

**(a) Information Input, Storage and Retrieval.**

Contractor shall use TOPS Management Information System (TMIS) and required Management Information Systems on a day-to-day basis for the input, storage, and retrieval of information related to the Services. Contractor shall also download/retrieve all vehicle event recorders via wireless transmission daily, other recording activities will include, but not be limited to: maintenance, inspection, repairs, cleaning, etc., within 24 hours of the completion of each such activity, except for real-time recording/access requirements otherwise specified in this Contract.

**(b) Preparation of Required Reports.**

Contractor shall use TOPS Management Information System (TMIS) and required Management Information Systems to produce all reports required as part of the Services. This also includes all communications systems outlined in Table 2 above. Further information about reporting and a summary of required reports will be provided.

**(c) Data Access.**

(1) The County will provide connection for the Contractor to use the TOPS Management Information System- (TMIS). The Contractor will provide access to required Management Information Systems, this also includes all communications systems outlined in Table 2 above, to allow real-time access to Data related to the Services from specifically identified County staff and computers on the County Computer Network. “Real-Time Access” shall mean that an County staff member

working at a computer on the County Computer Network, shall be able to run the appropriate Contractor operated MIS and obtain all operational data necessary to monitor the Service. The validity of the data at the moment of the query will depend on the optimal operational timeframes permissible within the respective software products in use, or the default requirement that activities be recorded within 24 hours of their completion, whichever is more timely. The County shall identify which County staff members and computers on the County Computer Network shall have real-time access to data in Contractor-operated Management Information Systems.

**D. Current Software Utilized By The County.**

1. MS-Office Suite: Email, Word Processing, Spread Sheets
2. Stratagen Adept: Trip Scheduling, Batching, Routing, Dispatching, Reporting, AVL Viewer
3. Operating System: Windows 7
4. ADEPT, the software purchased from StrataGen Systems, Inc., will be made available to all Service providers. It can only be accessed via County-owned equipment and the County network. There is one license for this software. StratagGen bases the cost of the user license on the amount of total daily trips performed, not on the number of users. Broward County is responsible for the cost of the license and the cost of the annual support and maintenance agreement with StrataGen for 24/7 technical support. All providers will have direct access to this support. County reserves the right to change software as needed.

### **EXHIBIT 3: Florida Criminal Statutes**

- (a) Section 393.135, Fla. Stat. relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, Fla. Stat. relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, Fla. Stat. relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, Fla. Stat. relating to murder.
- (e) Section 782.07, Fla. Stat. relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, Fla. Stat. relating to vehicular homicide.
- (g) Section 782.09, Fla. Stat. relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, Fla. Stat. relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, Fla. Stat. relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, Fla. Stat. relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, Fla. Stat. relating to kidnapping.
- (l) Section 787.02, Fla. Stat. relating to false imprisonment.
- (m) Section 787.025, Fla. Stat. relating to luring or enticing a child.
- (n) Section 787.04(2), Fla. Stat. relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), Fla. Stat. relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), Fla. Stat. relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), Fla. Stat. relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, Fla. Stat. relating to sexual battery.
- (s) Former s. 794.041, Fla. Stat. relating to prohibited acts of persons in familial or custodial authority.
- (t) Section 794.05, Fla. Stat. relating to unlawful sexual activity with certain minors.

**EXHIBIT 3 (CONTINUED)**  
**Florida Criminal Statutes**

- (u) Chapter 796, Fla. Stat. relating to prostitution.
- (v) Section 798.02, Fla. Stat. relating to lewd and lascivious behavior.
- (w) Chapter 800, Fla. Stat. relating to lewdness and indecent exposure.
- (x) Section 806.01, Fla. Stat. relating to arson.
- (y) Section 810.02, Fla. Stat. relating to burglary.
- (z) Section 810.14, Fla. Stat. relating to voyeurism, if the offense is a felony.
- (aa) Section 810.145, Fla. Stat. relating to video voyeurism, if the offense is a felony.
- (bb) Chapter 812, Fla. Stat. relating to theft, robbery, and related crimes, if the offense is a felony.
- (cc) Section 817.563, Fla. Stat. relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (dd) Section 825.102, Fla. Stat. relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- (ee) Section 825.1025, Fla. Stat. relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- (ff) Section 825.103, Fla. Stat. relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- (gg) Section 826.04, Fla. Stat. relating to incest.
- (hh) Section 827.03, Fla. Stat. relating to child abuse, aggravated child abuse, or neglect of a child.
- (ii) Section 827.04, Fla. Stat. relating to contributing to the delinquency or dependency of a child.
- (jj) Former s. 827.05, Fla. Stat. relating to negligent treatment of children.
- (kk) Section 827.071, Fla. Stat. relating to sexual performance by a child.
- (ll) Section 843.01, Fla. Stat. relating to resisting arrest with violence.
- (mm) Section 843.025, Fla. Stat. relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- (nn) Section 843.12, Fla. Stat. relating to aiding in an escape.
- (oo) Section 843.13, Fla. Stat. relating to aiding in the escape of juvenile inmates in correctional institutions.
- (pp) Chapter 847, Fla. Stat. relating to obscene literature.

**EXHIBIT 3 (CONTINUED)**  
**Florida Criminal Statutes**

- (qq) Section 874.05, Fla. Stat. relating to encouraging or recruiting another to join a criminal gang.
- (rr) Chapter 893, Fla. Stat. relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- (ss) Section 916.1075, Fla. Stat. relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (tt) Section 944.35(3), Fla. Stat. relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- (uu) Section 944.40, Fla. Stat. relating to escape.
- (vv) Section 944.46, Fla. Stat. relating to harboring, concealing, or aiding an escaped prisoner.
- (ww) Section 944.47, Fla. Stat. relating to introduction of contraband into a correctional facility.
- (xx) Section 985.701, Fla. Stat. relating to sexual misconduct in juvenile justice programs.
- (yy) Section 985.711, Fla. Stat. relating to contraband introduced into detention facilities.
- (zz) Any offense that constitutes domestic violence as defined in s. 741.28, Fla. Stat.



**EXHIBIT 4 : Vehicle Specifications**

**Champion Standard Cutaway**

**Model: Challenger**

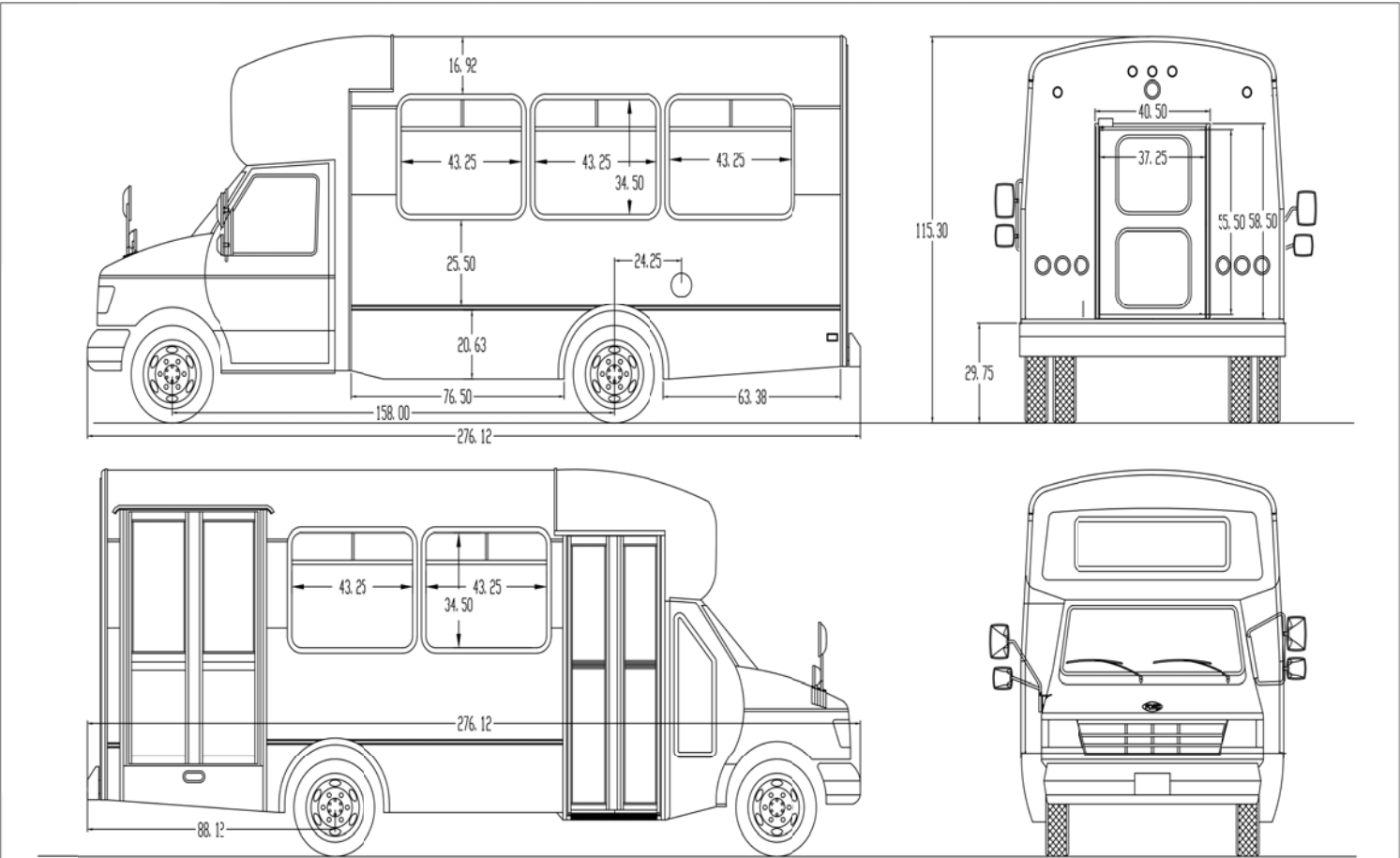
Ford 14,500 GVWR Chassis 2 Tank Propane (+41GGE) Roush

REI WiFi 4 Camera video recording system

Braun 1000lb rated lift

Q-Sstraint QRTMAX securement system

Freedman Sport Driver seat with Relaxor



						<b>CHAMPION</b> BUS INC. — a THOR company —		MATERIAL N/A		PURCH./MFG.: N/A	
						MODEL	F/P	TOLERANCES UNLESS OTHERWISE NOTED		TITLE:	
						CHALLENGER		XX = .03		DRAWN BY	
						ECN #	DO NOT SCALE	.XXX = .020		B DAVIES	
								X" = 1"		CHK.	
								SCALE: 3/8"=1'-0"		DATE:	
										01/17/01	
										DATE:	
										DATE:	
										DWG. NO.	
										ELEV4DEG. DWG	



### Exhibit 5: Historical Operational Statistics

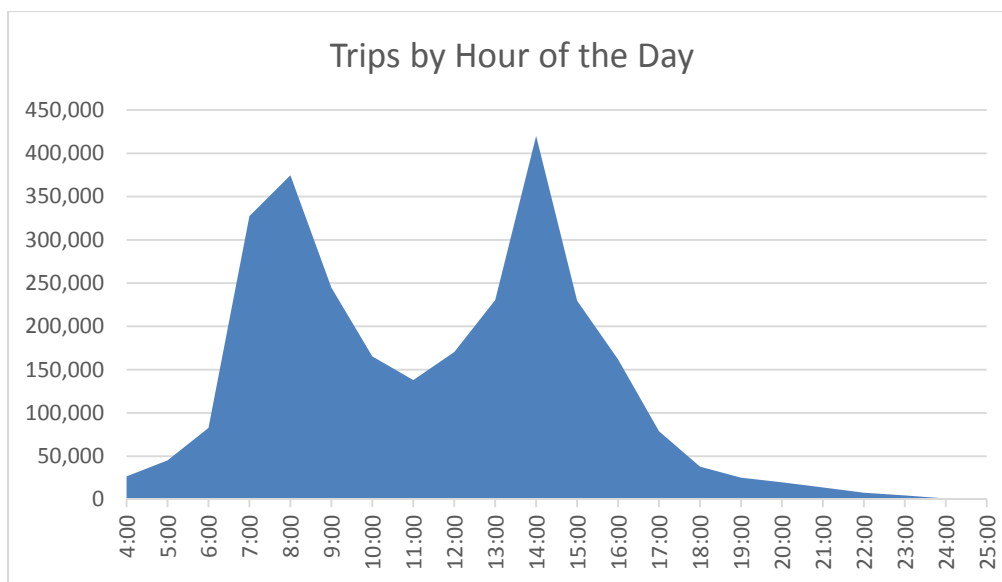
These statistics are being provided in this RFP for informational purposes only. Proposers should also keep in mind key changes to Service Areas and other key changes (highlighted in Exhibit 1) that may affect ridership, revenue vehicle hours, productivity, mileage, and fuel consumption in the upcoming contract period.

**Table 1: Historic Ridership, Revenue Vehicle Hours, and Productivity**

TRIPS	2010	2011	2012	2013	Total
Registered Passengers	658,481	645,460	668,323	646,027	2,618,291
Companions	25,999	15,485	15,116	14,753	71,353
PCAs	29,636	29,036	30,105	27,731	116,508
<b>Annual Total</b>	<b>714,116</b>	<b>689,981</b>	<b>713,544</b>	<b>688,511</b>	<b>2,806,152</b>
VEHICLE HOURS	2010	2011	2012	2013	Total
Revenue Hours	443,185	412,790	388,409	373,869	1,618,253
Non-Revenue Hours	48,075	46,999	43,554	69,475	208,103
<b>Total Hours</b>	<b>491,260</b>	<b>459,789</b>	<b>431,963</b>	<b>443,344</b>	<b>1,826,356</b>
VEHICLE MILES	2010	2011	2012	2013	Total
Total Revenue Miles	7,204,105	6,922,121	6,980,153	7,008,387	28,114,766
Total Non-Revenue Miles	1,336,352	1,146,262	1,144,786	1,435,676	5,063,076
<b>Total Miles</b>	<b>8,540,457</b>	<b>8,068,383</b>	<b>8,124,939</b>	<b>8,444,063</b>	<b>33,177,842</b>
PRODUCTIVITY	2010	2011	2012	2013	Average
pass/mile	0.08	0.09	0.09	0.08	0.085
pass/rev mile	0.10	0.10	0.10	0.10	0.100
pass/veh hr	1.45	1.50	1.65	1.55	1.538
pass/rev hr	1.61	1.67	1.84	1.84	1.740

**Table 2: Historic Ridership, Trips by Hour of the Day**

Trip Breakdown by Hourly Increments						
Hour	2010	2011	2012	2013	Total	Percent
4:00	8,296	6,287	5,783	6339	26,705	0.93%
5:00	11,956	11,830	10,548	10913	45,247	1.61%
6:00	22,130	22,316	18,821	19481	82,748	2.96%
7:00	74,900	80,598	81,227	90776	327,501	11.51%
8:00	95,723	91,898	99,763	87217	374,601	13.53%
9:00	63,240	57,015	64,185	60334	244,774	8.66%
10:00	45,962	40,105	41,143	38053	165,263	5.87%
11:00	40,473	34,973	32,945	29557	137,948	4.96%
12:00	48,513	44,297	41,075	36362	170,247	6.13%
13:00	60,181	56,085	55,770	58326	230,362	8.17%
14:00	98,468	100,938	113,247	107427	420,080	15.03%
15:00	58,911	56,767	57,747	56290	229,715	8.13%
16:00	37,923	40,449	43,709	39670	161,751	5.80%
17:00	18,384	19,324	21,067	19970	78,745	2.81%
18:00	10,280	9,071	9,429	9122	37,902	1.35%
19:00	6,453	6,136	6,163	6475	25,227	0.88%
20:00	5,390	5,054	4,557	4760	19,761	0.69%
21:00	3,663	3,382	3,207	3611	13,863	0.48%
22:00	2,065	1,952	1,846	1995	7,858	0.28%
23:00	1,055	1,244	1,030	1375	4,704	0.17%
24:00	149	252	266	419	1,086	0.04%
25:00	1	8	16	39	64	0.00%
<b>Report Total:</b>	<b>714,116</b>	<b>689,981</b>	<b>713,544</b>	<b>688,511</b>	<b>2,806,152</b>	<b>100.00%</b>



**Table 3: Trip Breakdown Weekday vs. Weekend**

Vehicle Statistics					Trip Statistics				
<b>2010</b>	Vehicle Hours	Rev Hours	Vehicle Miles	Revenue Miles	Clients	Cmps	PCAs	Total Passengers	Passengers Per Revenue Hour
<b>Saturdays</b>	33,090.76	31,018.29	601,720.60	510,755.20	34,382	2,052	1,896	38,330	1.24
<b>Sundays</b>	21,371.30	19,887.64	404,552.20	343,387.10	19,917	1,883	1,551	23,351	1.17
<b>Weekdays</b>	436,798.24	392,278.99	7,534,184.90	6,349,943.50	604,182	22,064	26,189	652,435	1.66
<b>TOTAL</b>	<b>491,260.30</b>	<b>443,184.92</b>	<b>8,540,457.70</b>	<b>7,204,085.80</b>	<b>658,481</b>	<b>25,999</b>	<b>29,636</b>	<b>714,116</b>	<b>1.61</b>

<b>2011</b>	Vehicle Hours	Rev Hours	Vehicle Miles	Revenue Miles	Clients	Cmps	PCAs	Total Passengers	Passengers Per Revenue Hour
<b>Saturdays:</b>	29,649.93	27,585.32	530,310.00	469,251.00	32,243	1,352	1,919	35,514	1.29
<b>Sundays:</b>	19,310.23	17,707.17	374,450.00	334,543.00	19,977	1,294	1,918	23,189	1.31
<b>WeekDays:</b>	410,829.20	367,497.32	7,163,623.00	6,118,327.00	593,240	12,839	25,199	631,278	1.72
<b>TOTAL</b>	<b>459,789.36</b>	<b>412,789.81</b>	<b>8,068,383.00</b>	<b>6,922,121.00</b>	<b>645,460</b>	<b>15,485</b>	<b>29,036</b>	<b>689,981</b>	<b>1.67</b>

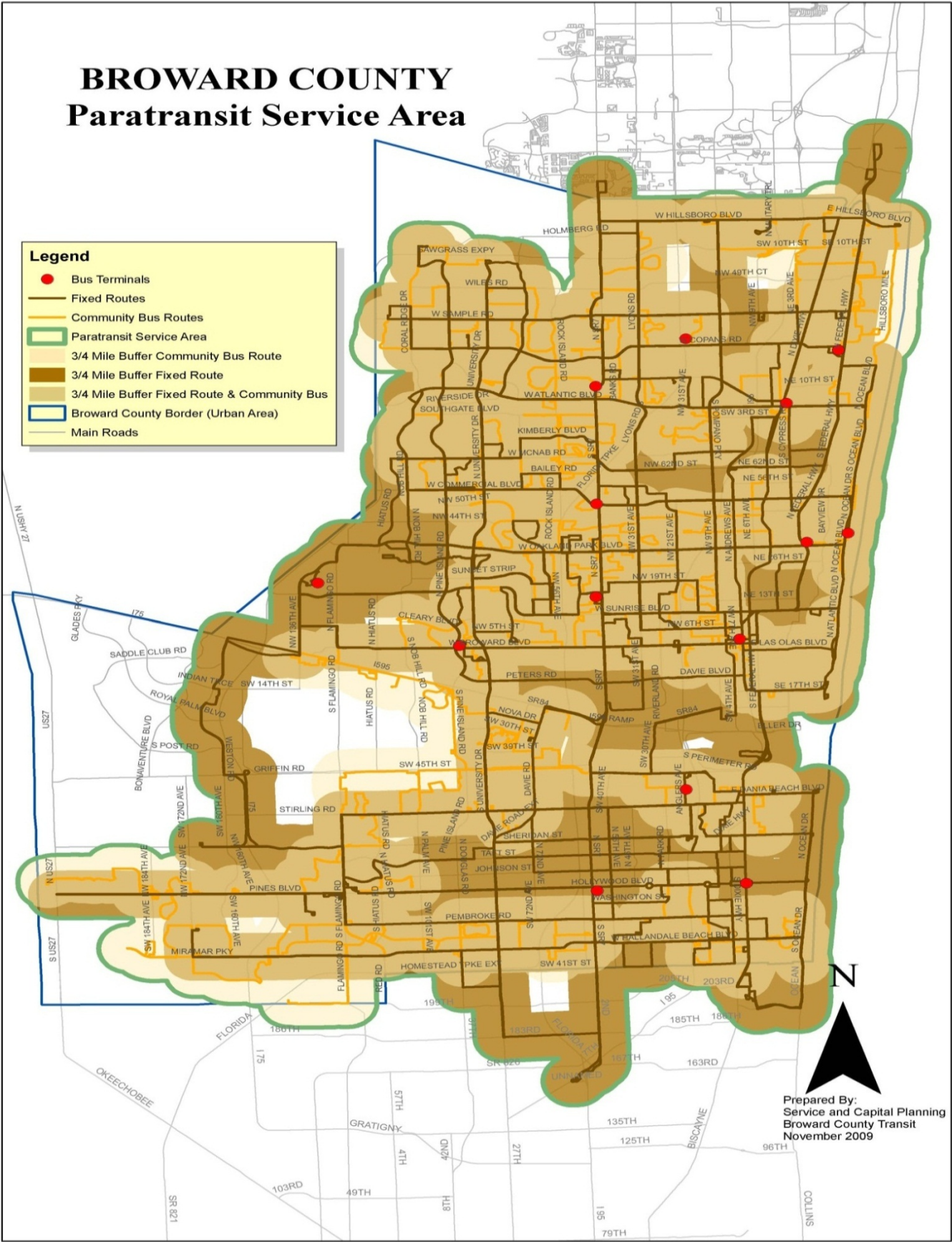
  

<b>2012</b>	Vehicle Hours	Rev Hours	Vehicle Miles	Revenue Miles	Clients	Cmps	PCAs	Total Passengers	Passengers Per Revenue Hour
<b>Saturdays:</b>	25,145.61	23,187.55	482,871.20	433,447.90	29,657	1,127	2,316	33,100	1.43
<b>Sundays:</b>	16,409.53	15,091.30	333,820.20	299,676.40	17,924	1,219	1,879	21,022	1.39
<b>WeekDays:</b>	390,408.04	350,130.56	7,308,247.10	6,247,028.20	620,742	12,770	25,910	659,422	1.88
<b>TOTAL</b>	<b>431,963.18</b>	<b>388,409.41</b>	<b>8,124,938.50</b>	<b>6,980,152.50</b>	<b>668,323</b>	<b>15,116</b>	<b>30,105</b>	<b>713,544</b>	<b>1.84</b>

<b>2013</b>	Vehicle Hours	Rev Hours	Vehicle Miles	Revenue Miles	Clients	Cmps	PCAs	Total Passengers	Passengers Per Revenue Hour
<b>Saturdays:</b>	26,126.34	22,761.26	494,578.20	431,666.30	29,480	1,124	2,290	32,894	1.45
<b>Sundays:</b>	16,782.32	14,475.72	330,949.70	2,893,465.40	17,046	1,170	2,004	20,220	1.40
<b>WeekDays:</b>	400,434.90	336,632.55	7,618,535.10	6,287,355.40	599,501	12,459	23,437	635,397	1.89
<b>TOTAL</b>	<b>443,343.56</b>	<b>373,869.53</b>	<b>8,444,063.00</b>	<b>9,612,487.10</b>	<b>646,027</b>	<b>14,753</b>	<b>27,731</b>	<b>688,511</b>	<b>1.84</b>

EXHIBIT 6: TOPS Service Area Map



**EXHIBIT 7: Evidence of Authorization to Do Business in Broward County**

# *State of Florida*

## *Department of State*

I certify from the records of this office that  
CORPORATION is a <sup>Delaware</sup> corporation authorized to transact business in  
the State of Florida, qualified on November 7, 2012.

The document number of this corporation is -

I further certify that said corporation has paid all fees due this office through  
December 31, 2013, that its most recent annual report/uniform business report  
was filed on March 26, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of July, 2013*



*Ken Detjen*  
**Secretary of State**

Authentication ID: K112619912

To authenticate this certificate, visit the following site, enter this  
ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>