



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.*

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

### **Table of Contents**

<b>Procurement Authority.....</b>	<b>4</b>
<b>Project Funding Source .....</b>	<b>4</b>
<b>Scope of Service.....</b>	<b>5</b>
<b>Submittal Instructions.....</b>	<b>5</b>
Required Forms .....	7
For Additional Project Information Contact:.....	8
Pre-Submittal Conference.....	8
<b>Evaluation Process.....</b>	<b>9</b>
Review Responses .....	9
Evaluation Criteria .....	10
Cone of Silence .....	10
Presentations.....	11
Pricing .....	11
Negotiation and Award.....	11
Public Art and Design Program.....	11
Posting of Solicitation and Proposed Contract Awards.....	11
Vendor Protest.....	12
Rejection of Responses .....	13
Public Records and Exemptions .....	13
Copyrighted Materials.....	14
Right of Appeal .....	14
Negotiations.....	14
Projected Schedule.....	14
<b>Responsiveness Criteria.....</b>	<b>16</b>
Definition of a Responsive Proposer:.....	16
1. Lobbyist Registration - Certification .....	16
<b>Responsibility Criteria.....</b>	<b>17</b>
Definition of Responsible Proposer .....	17
1. Office of Economic and Small Business Development Program .....	17
2. Financial Information .....	18
3. Litigation History.....	18
4. Authority to Conduct Business in Florida .....	18
5. Joint Venture Enterprises .....	19
<b>Evaluation Criteria.....</b>	<b>20</b>
Project-Specific Criteria .....	20
Company Profile .....	21
Legal Requirements.....	24
Tiebreaker Criteria .....	27
<b>Required Forms to be Returned .....</b>	<b>28</b>
Attachment “B” - Letter of Intent DBE.....	29
Attachment “D” - DBE Unavailability Report.....	30
Attachment “E” - Vendor’s List (Non-Certified Subcontractors and Suppliers Information) .....	31
Attachment “G” - Lobbyist Registration – Certification.....	32
Attachment “I” - Litigation History .....	33

Attachment "J" - Insurance Requirements.....	34
Attachment "K" - Cone of Silence Certification .....	35
Attachment "M" - Drug Free Workplace Policy Certification.....	36
Attachment "N" - Non-Collusion Statement Form .....	37
Attachment "O" - Scrutinized Companies List Certification .....	38
Attachment "Q" - Volume of Work Over Five Years.....	39
Attachment "U" - Self-Certification: Owner Ethnicity/Gender (Optional).....	40
Exhibit - 1 - Evidence of Authorization to do Business .....	i
Exhibit - 2 - Detailed Scope of Service & Policies and Procedures Manual .....	ii

**Balance of Page Left Blank Intentionally**

**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

**Request for Proposals (RFP)**

RFP Number: R1244702P1

RFP Name: Sales Assistance/Conveyance & Release Program Management  
and Implementation

**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

**Project Funding Source**

This project is funded in whole or in part by:

**Federal Funds:**

\_\_\_\_\_ ARRA Funds  
\_\_\_\_\_ FTA Funds  
  X   FAA Funds  
\_\_\_\_\_ Other ( \_\_\_\_\_ )

**Grant Funds:**

  X   Source of Grant Funds Funding: 4040-400-3800-6305  
80% Federal Funds - AIP 3-1 2-0025-069-2012  
20% PFC Funds

**State Funds**

**County Funds** (Passenger Facilities Charges- PFC) 20%

  X

## Scope of Service

Broward County's Aviation Department seeks a firm to provide assistance with the management and implementation of the County's Sales Assistance/Conveyance & Release Program (SA/CAR Program) as adopted by the Broward County Board of Commissioners, in relationship to the extension of the South Runway at the Ft Lauderdale-Hollywood International Airport. The Consultant will work with individuals and the surrounding communities to manage and implement the Sales Assistance/Conveyance & Release Program initiatives.

This solicitation is based on the Federal Aviation Administration requirement that the County proceed with a new solicitation for the Sales Assistance/Conveyance and Release Program. Pursuant to Federal Aviation Administration regulations and requirements, a Sales Assistance/Conveyance & Release Program & Procedures Manual (Exhibit 2 of the RFP) has been developed by the County, with the assistance of the following consultants: The Urban Group, Inc., The Jones Payne Group, Inc., and W.D. Schock Co., Inc. This manual is awaiting concurrence by the Federal Aviation Administration to enable the implementation of the Program to commence. The selected firm is obligated to comply with and implement the program per the approved manual.

Detailed Scope of Service-Manual: (Exhibit 2)

## Submittal Instructions

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

- ☐ Only interested firms from the Sheltered Market may respond to this solicitation.
- ☒ This solicitation is open to the general marketplace.

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

**Submit nine [9] CDs, containing the following files:**

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 nine [9] 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.

**Balance of Page Left Blank Intentionally**

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

### **Required Forms**

This Request for Proposal requires the following CHECKED forms to be returned:  
(Please 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  
(Please Initial)

Attachment A	Proposers Opportunity List	<input type="checkbox"/>	Removed – Not Included
Attachment B	Letter of Intent (CBE)	<input type="checkbox"/>	Removed – Not Included
Attachment D	Application For Evaluation of Good Faith Effort	<input type="checkbox"/>	Removed – Not Included
Attachment B	Letter of Intent (DBE)	<input checked="" type="checkbox"/>	_____
Attachment D	DBE Unavailability Report	<input checked="" type="checkbox"/>	_____
Attachment E	Vendor's List (Non-Certified Subcontractors and Suppliers Information)	<input checked="" type="checkbox"/>	_____
Attachment F	Domestic Partnership Certification	<input type="checkbox"/>	Removed – Not Included
Attachment G	Lobbyist Registration – Certification <b>(R)</b>	<input checked="" type="checkbox"/>	_____
Attachment H	Employment Eligibility Verification Program Contractor Certification	<input type="checkbox"/>	Removed – Not Included
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 type="checkbox"/>	Removed – Not Included
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 type="checkbox"/>	Removed – Not Included
Attachment Q	Volume of Work Over Five Years	<input checked="" type="checkbox"/>	_____
Attachment R	Proposal Bond	<input type="checkbox"/>	Removed – Not Included
Attachment S	Certificate As To Corporate Principal	<input type="checkbox"/>	Removed – Not Included
Attachment T	Pricing Sheets	<input type="checkbox"/>	Removed – Not Included
Attachment U	Self-Certification: Owner Ethnicity /Gender (Optional)	<input checked="" type="checkbox"/>	_____

**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

Send all requested materials to:

Broward County Purchasing Division  
115 South Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
RE: RFP Number: R1244702P1

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.

**For Additional Project Information Contact:**

**Additional Project Specific Information Contact:**

Project Manager: Richard Lauricella  
Phone: 954-359-2452  
Email: RLauricella@broward.org

**Procurement Process Related Information Contact:**

Purchasing Agent: Peter Parkin  
Phone: 954-357-6087  
E-mail: pparkin@broward.org

**Pre-Submittal Conference**

Attendance at the Pre-Submittal Conference is optional. This information session presents an opportunity for proposers to clarify any concerns regarding the solicitation requirements. The proposer 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 proposer(s) to have attended the conference.

**Pre-Submittal Conference**

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

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

LOCATION: \_\_\_\_\_



## **Broward County Purchasing Division**

---

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

## **Evaluation Process**

An Evaluation Committee (EC) will be responsible for recommending the most qualified 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.

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.

**Balance of Page Left Blank Intentionally**

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

### **Evaluation Criteria**

The following list of Evaluation Criteria total 100 points. Subsequent pages will further detail and define the Evaluation Criteria which are summarized with their numerical point ranges.

<b>Non-CCNA - Evaluation Criteria - Project Specific Criteria</b>	<b>Maximum Number of Points</b>
<b>1) Ability of Professional Personnel</b> - Describe the qualifications and relevant experience of the Project Manager and all key personnel that are most likely to be assigned to this proposed project. Include resumes for the Project Manager and all key personnel described. Include the qualifications and relevant experience of all sub-consultants to be used in this project.	<b>40</b>
<b>2) Project Approach</b> - Describe the prime proposer's approach to the project. Include how the Prime Proposer will use sub-consultants in the project.	<b>35</b>
<b>3) Past Performance</b> - Describe firm's experience on projects of similar nature, scope and duration along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years, with regards to the Prime Proposer only. A minimum of three references to be provided for the projects identified. References and Performance Evaluations will be considered.	<b>20</b>
<b>4) Workload of the Firm</b> – For the Prime Proposer only, list all completed and active projects that your firm has managed within the past five (5) years. In addition, list all projected projects that your firm will be working on in the near future. Projected projects will be defined as a project(s) that your firm has been awarded a contract but the Notice To Proceed has not been issued. Identify any projects that your firm worked on concurrently. Describe your approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so describe how your firm dealt or will deal with the challenges.	<b>5</b>
<b>TOTAL NUMBER OF POINTS</b>	<b>100</b>

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

### **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.

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

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

### **Presentations**

☒ If this box is checked, all firms that are found to be both responsive and responsible to the requirements of the RFP will have an opportunity to make an oral presentation to the EC on the firm's approach to this project and the firm's ability to perform. The EC may provide a list of subject matter for the discussion. The firms will have equal time to present but the question-and-answer time may vary.

### **Pricing**

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

- ☐ **Price will be considered in the final evaluation and rating of the qualified firms. Included in this RFP solicitation is a Price Sheet which must be completed and returned with the RFP Submittal at the time of the opening deadline.**
- ☒ County staff and the top ranked firm will negotiate fees for Consulting services during the Negotiation Phase of this process.

### **Negotiation and Award**

The Purchasing Negotiator, assisted by County staff, will attempt to negotiate a contract with the first ranked firm. If an impasse occurs, the County ceases negotiation with the firm and begins negotiations with the next-ranked firm. The final negotiated contract will be forwarded to the awarding authority for approval.

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

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

- ☐ Section 1-88, as amended, of the Broward County Code (of Ordinances) contains the requirements for the Broward County's Public Art and Design Program. It is the intent of Broward County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The proposer may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. (For additional information contact the Broward County Cultural Division).

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

The Broward County Purchasing Division's website is the official 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.

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

The website is located at

<http://www.broward.org/Purchasing/Pages/SolicitationResult.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 proposer 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

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.

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

### **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:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
2. 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;
3. 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
4. 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.**

**Please 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.**

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

**Please 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.

### **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.

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 the 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 and negotiations with the first-ranked firm will cease. Negotiations will begin with the next ranked firm, etc. until such time that all requirements of Procurement Code, Section 21.85.c.8 have been met.

### **Projected Schedule**

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

**Broward County Purchasing Division**

---

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

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.

**Balance of Page Left Blank Intentionally**



**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

## **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. Please be aware that proposers have a continuing obligation to provide the County with any material changes to the information being requested in this RFP.**

#### **1. 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 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.



## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

# **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. Office of Economic and Small Business Development Program**

### ***Office of Economic and Small Business Development Program Requirements***

In accordance with Ordinance No. 2012-33, Broward County Business Opportunity Act of 2012, the Disadvantaged Business Enterprise (DBE) Program shall apply to this contract. All proposers responding to this solicitation shall utilize, or attempt to utilize, DBE firms in performing the contract in at least the assigned percentage amount for this solicitation. The assigned DBE participation goal for this contract is listed below.

In accordance with the Act, participation for this contract is as follows:

<b>Business Enterprise Category</b>	<b>Assigned Participation Goal</b>
Disadvantaged Business Enterprise(DBE)	16%

Compliance with DBE participation goal requirements is a matter of responsibility; required information should be submitted with submittal. If not provided with your submittal, the proposer must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Proposer may be deemed non-responsible for failure to fully comply within stated timeframes.

***DBE Program Requirements for Submitting Proposals:*** a proposer should include in its submittal **Attachment "B" Letter of Intent**, for each certified DBE firm the proposer intends to use. Each Letter of Intent should include the required information.

***DBE Program Requirements for Submitting Good Faith Effort:*** If a proposer is unable to attain the DBE participation goal, the proposer should include in its submittal **Attachment "D", DBE Unavailability Report** and all of the required supporting information.

The Office of Economic and Small Business Development maintains an on-line directory of DBE firms.

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

The on-line directory is available for use by proposers at

<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>.

For detailed information regarding the Disadvantaged Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at:

<http://www.broward.org/EconDev/SmallBusiness/Pages/Default.aspx>

### **2. 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.

### **3. 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.

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.

### **4. 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 5 business days from request of the Purchasing agent.

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 5 business days from request of the Purchasing agent.

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

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 5 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 5 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 1.**

### **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.

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.

**Balance of Page Left Blank Intentionally**

**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

**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.

<p><b><i>Evaluation Criteria –</i></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) Ability of Professional Personnel - Describe the qualifications and relevant experience of the Program Manager and all key personnel that are most likely to be assigned to this proposed project. Include resumes for the Project Manager and all key personnel described. Include the qualifications and relevant experience of all sub-consultants to be used in this project.</p>	
<p>2) Project Approach - Describe the prime proposer's approach to the project. Include how the Prime Proposer will use sub-consultants in the project.</p>	
<p>3) Past Performance - Describe firm's experience on projects of similar nature, scope and duration along with evidence of satisfactory completion, both on time and within budget, for the past five (5) years, with regards to the Prime Proposer only. A minimum of three references to be provided for the projects identified. References and Performance Evaluations will be considered.</p>	
<p>4) Workload of the Firm – For the Prime Proposer only, list all completed and active projects that your firm has managed within the past five (5) years. In addition, list all projected projects that your firm will be working on in the near future. Projected projects will be defined as a project(s) that your firm has been awarded a contract but the Notice To Proceed has not been issued. Identify any projects that your firm worked on concurrently. Describe your approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so describe how your firm dealt or will deal with the challenges.</p>	

**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

<p><b>Evaluation Criteria –</b></p> <p><b>Company Profile</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. 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"/> <b>YES</b>                      <input type="checkbox"/> <b>NO</b></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> <p><b>*****ONLY "IF" claiming Confidentiality*****</b></p> <p>The financial statements should be submitted in a separate</p>	

## **Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

<p>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>Please 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>Litigation History Requirement:</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 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</li> </ol>	

**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

<p>contract;</p> <p>4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or</p> <p>5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.</p> <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. For each material case, the vendor is required to 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"/> <b>YES</b> <input type="checkbox"/> <b>NO</b></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"/> <b>YES</b> <input type="checkbox"/> <b>NO</b></p>
<p>8. Has your company ever been terminated from a contract? If so, where and why?</p>	<p><input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b></p>
<p>Insurance Requirements:</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</p>	



**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

availability.	
<b>Evaluation Criteria –</b>  <b>Legal Requirements</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>
<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="https://www.broward.org/Purchasing/Documents/airportondesignconsultantagreement.pdf">https://www.broward.org/Purchasing/Documents/airportondesignconsultantagreement.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</p>	



**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

<p>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. 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. <input type="checkbox"/> If this box is checked, then the provisions of the Broward County Living Wage Ordinance 2008-45, as amended, ("<b>Living Wage Ordinance</b>") will apply to this agreement. 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> (If living wage applies, check this statement and include the living wage attachment to the RFP solicitation).</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 comply with the drug free workplace requirements pursuant to Section 21.31.a.2 of the Broward County Procurement Code?</p> <p>6. If so, please complete the attached Drug Free Workplace Policy Certification Form <b>(Attachment M)</b>.</p> <p>7. If your drug free workplace policy does not comply with Section 21.31.a.2 of the Broward County Procurement Code, are you willing to comply with the requirements</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>

**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

<p>Section 21.31.a.2 of the Broward County Procurement Code?</p> <p>8. If so, please complete the attached Drug Free Workplace Policy Certification Form. <b>(Attachment M)</b> <b>Failure to provide a notarized Certification Form in your proposal indicating your compliance or willingness to comply with Broward County's Drug Free Workplace requirements as stated in Section 21.31.a.2 of the Broward County Procurement Code may result in your firm being ineligible to be awarded a contract pursuant to Broward County's Drug Free Workplace Ordinance and Procurement Code</b></p>	<p>7. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. Non-Collusion Statement: By responding to this solicitation, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose on the attached "Non-Collusion Statement Form" <b>(Attachment N)</b> 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), 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>	

**Broward County Purchasing Division**

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

<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>VOLUME OF WORK OVER FIVE YEARS</b> 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, Amendments and Work Authorizations. <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 Attachment Q must be included with the RFP Submittal Response at the time of the opening deadline.</p>	<p>\$</p>

**Balance of Page Left Blank Intentionally**

**Broward County Purchasing Division**

---

115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
(954) 357-6065 FAX (954) 357-8535

**Required Forms to be Returned**

(Forms that follow this Title Page that need to be returned. Forms checked in the section titled Required Forms. Use the section titled Required Forms as a checklist.)

**Balance of Page Left Blank Intentionally**



## Attachment "B" - Letter of Intent DBE

### To Utilize a Federal Disadvantaged Business Enterprise (DBE) Subcontractor or Subconsultant

From (Name of Proposer/Proposer): \_\_\_\_\_

Firm Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

In response to Broward County's RFP/Bid No. \_\_\_\_\_, the undersigned hereby agree to utilize the DBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Broward County.

Name of DBE Firm: \_\_\_\_\_

Address of DBE Firm: \_\_\_\_\_

Expiration of DBE Certification: \_\_\_\_\_ Projected DBE Work Assignment (description of

Work assignment): \_\_\_\_\_

Projected Percentage of Prime's Contract Fees to be Awarded to DBE: \_\_\_\_\_  
(Percentage %)

\_\_\_\_\_  
(Signature of Owner or Authorized Rep. **Prime**)

\_\_\_\_\_  
(Date)

Print Name (owner or authorized Rep. **Prime**): \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Notary's Signature \_\_\_\_\_ Notary Seal: \_\_\_\_\_

#### (ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)  
\_\_\_ an individual \_\_\_ a partnership \_\_\_ a corporation \_\_\_ a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

\_\_\_\_\_  
(Signature of Owner or Authorized Rep. **DBE**)

\_\_\_\_\_  
(Date)

Print Name (owner or authorized Rep. **DBE**): \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_.

Notary's Signature: \_\_\_\_\_ Notary Seal: \_\_\_\_\_



## Attachment "D" - DBE Unavailability Report

RFP/BID NO. \_\_\_\_\_

(NAME OF PRIME)

(ADDRESS)

(TELEPHONE NO.)

The undersigned representative of the Prime personally appeared before the undersigned officer authorized to administer oaths who after being duly sworn states that the undersigned has contacted the DBEs listed below and that said DBEs are unavailable to perform or submit a bid which was not the low acceptable bid set forth and that the following information regarding DBE sub concessionaires/contractors is true and correct to the best of his/her knowledge:

1. The following DBE were invited to bid subcontract work, but were not available to work. (Attach list if necessary.)

Name

\_\_\_\_\_  
\_\_\_\_\_

2. The following DBE were invited to bid subcontract work, but did not respond to the invitation. (Attach list if necessary.)

Name

\_\_\_\_\_  
\_\_\_\_\_

3. The following DBE submitted bids which were not the low acceptable bids. (Attach list if necessary.)

Name

\_\_\_\_\_  
\_\_\_\_\_

If you did not get any responses to your solicitation of DBE, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing list, etc.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## 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 5 CALENDAR 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 "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:

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

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

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





## 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: _____
Party	Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/>
Case Name	
Case Number	
Date Filed	
Name of Court or other tribunal	
Type of Case	Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case	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"/>
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)  Opposing Counsel	Name:  Email:  Phone number:

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



## Attachment "J" - Insurance Requirements

**Insurance Requirements for Residential Sound Insulation**  
**VOLUNTARY SALES ASSISTANCE PROGRAM Conveyance and Release**

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability In Thousands of Dollars		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard Contractor shall maintain in force for 5 years after completion of all work required coverage for Products/Completed Ops, including Broad Form Property Damage <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobile equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil non air side \$ 5 mil if airside	\$2 mil non airside \$5 mil if airside
	Personal Injury		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil non airside \$ 5 mil if airside	
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY	Max Ded		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$500 k MIN
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	Max. Ded. \$10k	\$1 mil	\$2 mil
<input type="checkbox"/> PROPERTY COVERAGE / ALL RISK	Max. Ded.		Agreed value
			Replacement Cost
<input type="checkbox"/> PROPERTY COVERAGE, BUILDERS OR INSTALLATION FLOATER. Subject to waiver based on type and nature of project. If project greater than \$50k - installation floater required for replacement of material, equipment, installation. All risk, agreed value.	Maximum Deductible	\$ 10K	Replacement value
	Each Claim	Vendor Responsible for Deductible	

**Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.**

Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show B.C. as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. **CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.** Indicate bid number, RLI,RFP, and project manager on COI.

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act  
**CANCELLATION:** Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder  
 Broward County  
 2200 Southwest 45<sup>th</sup> Street, Suite 101  
 Dania Beach, Florida 33312  
 RE: R. Lauricella, BCAD

Tracy Meyer, Esq.  
 Aviation Department  
 Risk Insurance and Contracts Manager  
 Date Issued 03/14/14

Tracy Meyer  
 2014.04.08 12:29:43  
 -04'00'



## 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 "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 "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

---

---

---

---

---

---

---



---

---

---

---

---

---

---

\_\_\_\_\_  
(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 “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 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 "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 recommend 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)

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

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





## Exhibits

**Balance of Page Left Blank Intentionally**

## Exhibit - 1 - Evidence of Authorization to do Business

# *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: 87125297012

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

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



## **Exhibit - 2 - Detailed Scope of Service & Policies and Procedures Manual**

# **VOLUNTARY SALES ASSISTANCE PROGRAM CONSISTING OF TWO OPTIONS: STANDARD SALES ASSISTANCE PROGRAM & CONVEYANCE AND RELEASE PROGRAM POLICIES AND PROCEDURES MANUAL-DRAFT**

**Broward County Aviation Department  
Fort Lauderdale – Hollywood International Airport**

Prepared by:



## **Table of Contents**

<b><u>1.0 INTRODUCTION</u></b>	<b>1</b>
<b><u>1.1 Statement of Purpose</u></b>	<b>1</b>
<b><u>1.2 Mission Statement</u></b>	<b>1</b>
<b><u>1.3 Statement of Preconditions</u></b>	<b>2</b>
<b><u>1.4 Statement of Policy</u></b>	<b>3</b>
<b><u>1.5 Program Goals - SSA and CAR Programs</u></b>	<b>3</b>
<b><u>1.6 Project Area</u></b>	<b>3</b>
<b><u>1.7 Definitions</u></b>	<b>4</b>
<b><u>2.0 PROGRAM MANAGEMENT</u></b>	<b>6</b>
<b><u>2.1 Program Schedule</u></b>	<b>6</b>
<b><u>2.2 Program Workflow Process</u></b>	<b>6</b>
<b><u>2.3 Program Cost Estimate</u></b>	<b>6</b>
<b><u>2.4 Electronic Document Control System</u></b>	<b>6</b>
<b><u>2.5 Program Outreach</u></b>	<b>6</b>
<b><u>2.6 Program Communications</u></b>	<b>6</b>
<b><u>2.7 Program Documents</u></b>	<b>6</b>
<b><u>2.8 Plan for Participation</u></b>	<b>7</b>
<b><u>3.0 START-UP ACTIVITIES</u></b>	<b>7</b>
<b><u>3.1 Request for Participation for SSA Program</u></b>	<b>7</b>
<b><u>3.2 Request for Participation for CAR Program</u></b>	<b>8</b>
<b><u>3.3 Limitations on Eligibility for SSA and CAR Programs</u></b>	<b>8</b>
<b><u>4.0 APPRAISAL PROCESS- ESTABLISHING FMV</u></b>	<b>9</b>

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

<u><a href="#">4.1 Appraisers</a></u>	9
<u><a href="#">4.2 Appraisal Assignment</a></u>	10
<u><a href="#">4.3 Selection of Review Appraiser</a></u>	10
<u><a href="#">4.4 Review Appraiser and Review Appraiser Statement (RAS)</a></u>	10
<u><a href="#">4.5 Fees</a></u>	12
<u><a href="#">5.0 TITLE REPORTS</a></u>	12
<u><a href="#">6.0 STANDARD SALES ASSISTANCE PROGRAM (SSA)</a></u>	13
<u><a href="#">6.1 SSA Initial Participation Agreement</a></u>	13
<u><a href="#">6.2 SSA Participation Agreement</a></u>	13
<u><a href="#">6.3 SSA Marketing Process</a></u>	14
<u><a href="#">6.4 SSA Offer Process and Differential Payment Determination</a></u>	14
<u><a href="#">6.5 SSA Closing</a></u>	15
<u><a href="#">6.6 Termination from SSA Program</a></u>	16
<u><a href="#">6.7 Transfer of SSA Program Records</a></u>	16
<u><a href="#">7.0 CONVEYANCE AND RELEASE PROGRAM (CAR)</a></u>	16
<u><a href="#">7.1 CAR Initial Participation Agreement</a></u>	16
<u><a href="#">7.2 CAR Participation Agreement</a></u>	17
<u><a href="#">7.3 Termination from CAR Program</a></u>	18
<u><a href="#">7.4 Transfer of CAR Program Records</a></u>	18
<u><a href="#">8 EXHIBITS</a></u>	19

## 1.0 Introduction

### 1.1 *Statement of Purpose*

The purpose of this Policies and Procedures Manual is to document policies and guidelines for the Voluntary Sales Assistance Program which is made up of two options: 1) the Standard Sales Assistance (SSA) Program, and (2) the Conveyance and Release (CAR) Program. Eligible Owners may elect to participate in one of the two programs, subject to the requirement that for residential units with an existing monitored interior noise level for habitable areas of 45 dB or above, the property must have first completed the Voluntary Residential Sound Insulation Program (RSI) in order to be eligible for participation in either the SSA Program or the CAR Program. Sections One - Five of this Manual are general in nature and apply to both SSA and CAR Programs unless otherwise stated. Section Six of this Manual applies specifically to the SSA Program. Section Seven of this Manual applies specifically to the CAR Program. Exhibits are in Section Eight.

### 1.2 *Mission Statement*

The Voluntary Sales Assistance Program (i.e. both the SSA Program and the CAR Program) is only available to Owners of single-family homes, condominium units, townhomes, and 2-unit residences located in the 65+DNL noise contour for the expanded south runway (including Owner and non-Owner occupied) who purchase their home before November 25, 2013.

The Voluntary Sales Assistance Program (including the SSA Program and the CAR Program) does not include homes or units within the natural boundaries and neighborhood block areas adjacent to the 65+DNL noise contours. The Voluntary Sales Assistance Program is not available for owners of 3 or more units in multi-unit residences, including apartment buildings, triplexes, quad-plexes, etc.

The SSA Program is established to provide assistance for Owners of eligible properties that want to relocate from the 65+ DNL noise impact areas. At the time the sale of the property to a third party occurs, the property is sold subject to a recorded Conveyance and Release Agreement (CAR Agreement) (**Exhibit A**).

Under the SSA Program and the CAR Program, the general concept is that County shall obtain an appraisal of the fair market value (FMV) of the property by a certified appraiser. The Owner may also, at the Owner's cost, obtain an appraisal of the FMV of the property by a certified appraiser (however, the Owner is not required to obtain an appraisal). All appraisers shall meet FAA standards. The appraisal(s) will be reviewed by a certified appraiser (Review Appraiser) who will generate a written document to accompany the appraisals, which written document is referred to as the Review Appraiser's Statement (RAS). The RAS will provide a full and complete review of the appraisal(s). The RAS will set the current FMV for the property. The Review Appraisers shall be determined as follows: the County's list of certified appraisers will be provided to the City of Dania Beach (City). The City shall select four (4) appraisers from that list as the pool of potential Review Appraisers. The County shall select the particular Review Appraiser to prepare the RAS from the pool of potential review appraisers established by the City.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

Under the SSA and CAR Programs all appraisals and the RAS must be prepared and performed in accordance with: 42 USC Chapter 61, "Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 USC Section 47504(f), "Determination of Fair Market Value of Residential Properties; and all other applicable state, local and FAA standards. All appraisals shall conform to FAA Order 5100.37B, FAA Advisory Circular 150/5100-17, FAA Order 5100.38C, Airport Improvement Handbook, Section 811, the Uniform Standards of Professional Appraisal Practice; the Uniform Appraisal Standards for Federal Land Acquisitions and FAA appraisal guidelines, and must conform to other appropriate state and federal regulations. The County's Noise Mitigation Plan Administrator and the City's designee may mutually agree to modify the above appraisal process, as long as such modifications are in accordance with federal requirements.

For an Owner participating in the SSA Program, once the FMV for the property is established by the RAS, the property Owner is then responsible for marketing and selling the property. The property is placed on the market at the FMV for up to 12 months with a realtor selected by the Owner, and acceptable to the County's Noise Mitigation Consultant Team (NMCT). When the property sells to a third party in an arm's length sale, if it sells for less than the FMV, the County will pay provide a cost differential of up to 25% of the FMV (i.e., the difference between the FMV and the sales price of the property, subject to FAA requirements, including regarding the calculation of the cost differential). The sum of the selling price of the property plus the County's cost differential payment shall not exceed the FMV of the property that is established by the RAS. In return for receipt of the cost differential payment from the County, the Owner shall provide the County with an executed CAR Agreement that will be recorded against the property on the date of the closing of the sale of the property. The CAR Agreement will be recorded prior to the recording of the deed of conveyance of the property. All mortgages and liens that are encumbrances on the property must be subordinated to the CAR Agreement.

The CAR Program is an alternative for Owners who do not want to participate in the SSA Program and who want to receive a benefit payment in exchange for a CAR Agreement that will be recorded on their property. All mortgages and liens that are encumbrances on the property must be subordinated to the CAR Agreement. Participating Owners will be paid 21.9% of the FMV of the property if they have not participated in the County's Voluntary Residential Sound Insulation Program (RSI Program) and 14.4% of the FMV of their property if they have completed participation in the RSI Program.

There are approximately 857 units eligible to participate in either the SSA or the CAR Program.

### **1.3 Statement of Preconditions**

The County's NMCT must first identify eligible Owners who are interested in participating in the SSA or CAR Program. Owners must own their property before November 25, 2013 to be eligible to participate. If the existing monitored interior noise level for habitable areas in an eligible unit is 45 dB or above, the property must have completed participation in the County's RSI Program to be eligible to participate in either the SSA or the CAR Program. Participation in the RSI Program is considered complete when the permit has been closed by the City of Dania Beach and the Owner has received the warranty package for the improvements.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

If the existing monitored interior noise level for habitable areas in an eligible unit is below 45 dB, the property is not eligible for the RSI Program and the Owner may enter either the SSA Program or the CAR Program without having received sound insulation treatments under the RSI Program.

An Owner that has completed participation in the CAR Program is not eligible to participate in the SSA Program. An Owner that has completed participation in the SSA Program is not eligible to participate in the CAR Program.

Owners of 3 or more units in multi-unit residences, including apartment buildings, triplexes, and quad-plexes, etc., are not eligible to participate in the SSA or CAR Programs.

The Voluntary Sales Assistance Program (including the SSA Program and the CAR Program) does not include homes or units within the natural boundaries and neighborhood block areas adjacent to the 65+DNL noise contours.

### **1.4 Statement of Policy**

The policies and procedures set forth in this Voluntary Sales Assistance Program Policies and Procedures Manual are intended to comply with the most recent version of the following: Federal Aviation Administration (FAA) Advisory Circular AC 150/5100-17 (Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects); FAA Order 5100.37B Land Acquisition and Relocation for Airport Projects; the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24 (Uniform Act); and FAA Order 5100.38C, Airport Improvement Handbook, Section 811 to ensure eligibility for Federal Airport Improvement Project funding (AIP), as well as all other federal, state, and county funding requirements. The Broward County Aviation Department (BCAD) is responsible for the administration of the SSA and CAR Programs.

### **1.5 Program Goals - SSA and CAR Programs**

The goal of the Standard Sales Assistance (SSA) Program is to provide eligible Owners with the option to sell their homes on the open market and relocate outside the 65+DNL noise impact area for the expanded south runway with a payment by the County to the seller in exchange for a recorded CAR Agreement on the property at the time of closing the sale of the property.

The goal of the Conveyance and Release (CAR) Program is to offer Owners who do not want to wait to participate in SSA Program or do not want to sell their property, a benefit payment by the County in exchange for a recorded CAR Agreement on their property.

### **1.6 Project Area**

The project area is defined in the County's Noise Mitigation Plan, as amended from time to time (Noise Mitigation Plan) as two geographic areas comprised of three distinct neighborhoods located to the west and south of the Fort Lauderdale-Hollywood International Airport. The Noise Mitigation Plan identifies approximately 857 single-family homes, condominium units, townhomes, and 2-unit residences within the 65+DNL noise contour for the expanded south runway. The SSA and CAR Programs do not include the natural boundaries and neighborhood block areas adjacent to, but outside, the 65+DNL noise contour for the expanded south runway.



Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

## 1.7 Definitions

1. **Airport or FLL**– Fort Lauderdale-Hollywood International Airport (FLL).
2. **Noise Mitigation Plan** - The planning document that sets forth the noise mitigation program for the Fort Lauderdale-Hollywood International Airport. This document describes the various programs, anticipated funding levels and project schedule.
3. **Appraised Value or FMV** – The value as established by the Review Appraiser as part of the SSA and CAR Program appraisal process. This will be the FMV for purposes of the SSA and CAR Program.
4. **BCAD** - The Broward County Aviation Department, which is the department of Broward County that is responsible for the operation and maintenance of the Airport. Broward County, a political subdivision of the State of Florida (County), owns the Airport.
5. **CAR Benefit Payment** – The amount paid to participating Owners under the CAR Program, in exchange for a recorded CAR Agreement. If the Owner has completed participation in the RSI Program, the amount is 14.4% of the FMV of the property. If the property has been determined to be compatible because the existing monitored interior noise level for habitable areas are below 45 dB and the property has not completed participation in the RSI Program, the benefit amount is 21.9% of the FMV of the property.
6. **Completed Participation in RSI** - Participation in the RSI Program is considered complete when the permit is closed and the owner of the property has received the warranty package for the improvements.
7. **Conveyance and Release Agreement (CAR Agreement)** - The document attached hereto as **Exhibit A**.
8. **Conveyance and Release (CAR) Program** - The CAR Program is available for Owners who do not want to participate in the SSA Program, and instead want to receive a payment in exchange for a recorded CAR Agreement against their property.
9. **Differential Payment** – In the SSA Program, this is the amount that may be paid by the County to an Owner, if the Owner's property sells for a price (including any BCAD-approved concessions), that is less than the established FMV of the property. If BCAD accepts the sales price (including concessions, if any) the Owner will receive payment of a sum of money at closing from the County up to a percentage of the differential between the actual sales price (including concessions, if any) and the established FMV, as determined by the NMCT. The Differential Payment may include other price concessions and/or allowances utilized to facilitate a sale.
10. **Director of Aviation** – the Director of Aviation of the Broward County Aviation Department.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

11. **FAA** - the Federal Aviation Administration or any successor agency to the FAA.
12. **Initial Participation Agreement (IPA)** - The agreement that an Owner signs authorizing BCAD to conduct title work, appraisal, and review appraisal on their property, and other described activities. There is an IPA for both the SSA and the CAR Program.
13. **Noise Mitigation Consultant Team (NMCT)** – The County consultant(s) that are responsible for the implementation of the County's Noise Mitigation Plan, including the SSA and CAR Program.
14. **Outreach Center** - The field office set up to operate as a base from which the NMCT will administer the County's Noise Mitigation Plan, including the SSA and CAR Program.
15. **Owner** - An owner of residential property located within the 65+DNL noise contour for the expanded south runway that is eligible to participate in either the SSA Program or CAR Program. Proof of ownership shall be determined by a title search of existing records.
16. **Participation Agreement (PA)** - The agreement that the Owner signs (after the title work has been obtained and an appraisal is complete on their property) which formalizes the terms and requirements of the Owner's participation in the SSA or CAR Program. There is a PA for both the SSA Program and the CAR Program.
17. **Residential Sound Insulation Program (RSI)** - The Voluntary Sound Insulation Program of the County that applies acoustical treatments designed to reduce aircraft noise to a home in accordance with federal guidelines.
18. **Review Appraiser Statement (RAS)** - The Review Appraiser will generate a written document to accompany the appraisal(s) called the Review Appraiser's Statement (RAS). The RAS will provide full and complete review of the appraisal(s) and specify the FMV for purposes of the SSA and CAR Programs.
19. **Request for Participation Agreement (RPA)** - The agreement that an Owner signs indicating that they want to participate in either the SSA Program or the CAR Program when space is available for them to begin participation. There is an RPA for both the SSA and the CAR Program. The purpose of the RPA is to assist the NMCT in projecting participation and phasing of the program.
20. **SSA/CAR Program Specialist** - Members of the NMCT who are responsible for the day to day administration and implementation of the SSA and CAR Programs.
21. **Standard Sales Assistance Program (SSA)** - The SSA Program provides assistance to Owners of eligible properties who want to relocate from the 65+DNL noise impact area. The participating Owners may receive a differential payment of up to 25% between the FMV and the actual sales price (including concessions, if any) of the property. The property is sold subject to a recorded CAR Agreement.

## **2.0 Program Management**

### **2.1 Program Schedule**

The NMCT will prepare and maintain a master schedule for the SSA and CAR Programs. The schedule will identify key tasks involved in program outreach, participation levels, title search, appraisal and review appraisal process, SSA Program marketing activities, CAR Program subordination process and progress, and SSA and CAR closings. The schedule will be used to manage the overall process and as a status reporting tool to BCAD. The schedule will be reviewed and approved by BCAD. Key SSA and CAR Program milestones will be noted on the schedule. The schedule will be updated periodically to reflect the progress and status of the SSA and CAR Programs.

### **2.2 Program Workflow Process**

Refer to SSA Workflow Chart outlined in **Exhibit B** and CAR Workflow Chart outlined in **Exhibit C**.

### **2.3 Program Cost Estimate**

The NMCT will utilize the cost estimates referenced in the County's Noise Mitigation Plan. As the SSA and CAR Program progress, the cost estimates will be modified to reflect current market data cost.

### **2.4 Electronic Document Control System**

At BCAD's direction, the NMCT will provide a third-party vendor electronic document management system for the CAR and SSA Programs.

### **2.5 Program Outreach**

The NMCT will provide program community outreach services to eligible Owners and their tenants. The Outreach Center has been established for the purpose of providing a program presence in the community and to provide program information to interested members of the public.

### **2.6 Program Communications**

The NMCT will handle communication with Owners and occupants. Communication activities will include appointment scheduling, Owner participation agreements, realtor acknowledgement agreements and addendums, obtaining lienholder subordination agreements and any other documents generated to facilitate the programs. When necessary or desirable, written notifications and invitations will be mailed to Owners and/or occupants or sent via certified mail to the property mailing address as listed with Broward County public records, or hand-delivered.

### **2.7 Program Documents**

Standard program documents will be used to implement the SSA and CAR Program. The documents for SSA and CAR Programs include, but are not limited to, the following: Request for Participation, Initial Participation Agreement, Participation Agreement, Listing Agreement Addendum, Standard Conditions Addendum, NMCT Recommendation, CAR Agreement, and subordination agreements. Other documents that will be part of the Owner's file are title reports,

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

appraisal reports, RAS, closing documents, and various other documents, as necessary or desired by BCAD.

## **2.8 Plan for Participation**

**For the SSA Program-** Owners will generally be invited to participate in the order in which the dwellings were sound insulated beginning with the highest noise contour given priority over lower noise contours. The rate of participation will be initially driven by the County-obtained Absorption Rate Study, dated November 20, 2012. This Absorption Rate Study will be updated periodically. In addition to the guidance from the Absorption Rate Study (as updated from time to time), participation may also be varied or restricted by number of homes on the market in a given area. The rate of entry and variations in the priority of entry are made in BCAD's sole discretion after recommendations from the NMCT. It is anticipated that the homes that are ineligible for the RSI Program because the interior noise level is below 45 dB will be invited to participate after the homes in the higher noise contours that are being sound insulated.

**For the CAR Program-** Owners will generally be invited to participate in the following order:

1. For properties that are required to have completed sound insulation under the RSI Program as a prerequisite to participating in the CAR program, the Owners will be invited to participate in the order in which the dwellings were sound insulated with the dwellings in the highest noise contour given priority over lower noise contours.
2. For properties that are not eligible for the RSI Program, Owners will be invited to participate with the dwellings in the highest noise contour given priority over lower noise contours.
3. In order to keep the program moving at an appropriate pace to a timely completion, it is anticipated that the number of Owners in each phase may vary and the order they are brought in may vary between the two groups described above, depending on the pace of the RSI Program.
4. It is anticipated that many eligible owners can participate in the CAR program simultaneously. Impacts on the pace of participation are: timing of sound insulation, flow of funding, subordination turnaround, and staffing levels to address participants.

## **3.0 Start-Up Activities**

### **3.1 Request for Participation for SSA Program**

**Determining Interest of Eligible Owners in Participation in SSA Program** - Due to the number of Owners eligible for the SSA Program, parcels will be addressed in several phases with a priority primarily based on location of the previously sound insulated dwelling in the noise contours, and generally proceeding from the highest noise contour to the lowest. After completion of sound insulation on the property, the NMCT will notify the Owner the property is eligible to participate in either the SSA or CAR Program. An eligible Owner that desires to participate in the SSA Program will be required to submit a signed SSA Request for Participation. These properties will be initially prioritized in the order the Requests for Participation are submitted to the NMCT.

For properties that are ineligible for the RSI Program due to the interior noise level being below 45 dB, they will be eligible to submit a SSA Request for Participation after the NMCT has notified them that the property is not eligible for the RSI Program. These properties will be initially prioritized in the order the signed SSA Requests for Participation are submitted to the NMCT.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

The NMCT will make recommendations to BCAD for entry based on the Absorption Rate Study, the waiting list, number of homes on the market on any given street or area, and other factors that may warrant consideration.

The time of actual entry into the SSA Program of any eligible property is in BCAD's sole discretion.

**Entry into the SSA Program** – BCAD at its sole discretion may limit the number of eligible homes entering the SSA Program in the same neighborhood, or by geographic location around the Airport, in order to prevent market flooding.

**Hardship Process: Owners facing severe financial or health issues, that are facing an undue hardship if not able to begin the marketing of their home through the SSA Program, may be given priority at BCAD's sole discretion. The NMCT will interview and prepare a recommendation after reviewing all documentation in support of hardship status.**

### ***3.2 Request for Participation for CAR Program***

The CAR Program is offered to eligible Owners in light of the limited SSA absorption rate and the resulting length of time required for participants to complete the SSA Program

**Determining Interest of Eligible Owners in Participation in CAR Program** - Due to the number of Owners eligible for the CAR Program, parcels will be addressed in several phases with a priority primarily based on location of the previously sound insulated (under the RSI Program) dwelling in the noise contours, generally proceeding from the highest noise contour to the lowest. After completion of sound insulation on the property under the RSI Program, the NMCT will notify the Owner that the property is eligible to participate in the SSA or CAR Program. An eligible Owner that desires to participate in the CAR Program will be required to submit a signed CAR Request for Participation. These properties will be initially prioritized in the order the CAR Requests for Participation are submitted to the NMCT.

For properties that are ineligible for sound insulation under the RSI Program due to the interior noise level being below 45 dB, they will be eligible to submit a CAR Request for Participation after the NMCT has notified them that the property is ineligible. These properties will be initially prioritized in the order the signed CAR Request for Participation are submitted to the NMCT.

The NMCT will make recommendations to BCAD for entry based on the order that the Requests are received.

The time of actual entry into the CAR Program of any eligible property is in BCAD's sole discretion.

### ***3.3 Limitations on Eligibility for SSA and CAR Programs***

**Title Issues** - If a property has title issues which are an impediment to closing, the Owner will not be allowed to participate in the SSA or CAR Program until the title issues are removed as an impediment.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

**65+DNL Noise Contour** – The property must be located within the 65+DNL Noise Contour for the expanded south runway.

**Residential Sound Insulation** – If the interior noise level in the home is at 45 dB or above, the Owner must have completed participation in the RSI Program before entering either the SSA Program or the CAR Program. If the interior noise level is below 45 dB, the property is eligible for either the SSA Program or CAR Program without first receiving sound insulation treatment under the RSI Program

**Date of Purchase** - If the property was purchased on or after November 25, 2013 it is not eligible for participation in either the SSA or the CAR Program.

**For CAR Program** - If lienholders and encumbrances on the property will not subordinate their interest to the CAR Agreement, the Owner will not be allowed to complete participation in the CAR Program. The Owner may transfer to the SSA Program and begin the marketing process of their property at such time their entry would not impact other properties currently on the market through the SSA Program. The timing of the entry is in BCAD's sole discretion.

**CAR Program Availability**- The CAR Program will be available to eligible Owners until the later of (1) one year after the expanded south runway opens, or (2) six months after either sound insulation under the RSI Program is completed on the property or the NMCT notifies the Owner that the property is not eligible for sound insulation under the RSI Program due to the interior noise level being below 45 dB, whichever date is later.

**Subsequent Owners Not Eligible** - Once a CAR Agreement is recorded against a property, subsequent owners of that property are not eligible to participate in the RSI Program, the CAR Program, or the SSA Program.

## **4.0 Appraisal Process- Establishing FMV**

### **4.1 Appraisers**

The County shall obtain an appraisal of the FMV of the participating property by an approved certified appraiser. The Owner, at their option and their own expense, may also obtain an appraisal of the FMV of the property by a certified appraiser. The certified appraiser must meet all FAA certification standards.

The County selected appraiser will be selected through the County's Real Property Division. All appraisers (both County selected and any selected by an Owner) must meet the following conditions:

1. The appraiser must be Florida State Certified in either general or residential appraisals.
2. The appraiser shall not have any personal interest, direct or indirect, present or prospective, in any property included in the SSA or CAR Program.
3. *Uniform Standards* – All appraisals must be prepared and performed in accordance with: 42 USC Ch. 61, Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted



Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

Programs”; the Uniform Standards of Professional Appraisal Practice (“USPAP”); 49 USC 47504(f), “Determination of Fair Market Value of Residential Properties”; and all other applicable state, local and FAA standards. All appraisals shall conform to FAA Order 5100.37B, FAA Advisory Circular 150/5100-17, FAA Order 5100.38C, Airport Improvement Handbook, Section 811, the Uniform Standards of Professional Appraisal Practice; the Uniform Appraisal Standards for Federal Land Acquisitions and FAA appraisal guidelines, and must conform to other appropriate state and federal regulations.

4. The appraisal reports will be submitted on the Uniform Residential Appraisal Report Form.
5. Each appraiser under the SSA and CAR Programs will ensure that the project effects, if any, on property value are disregarded in the appraisal pursuant to the above guidelines. The appraiser must appraise the homes reflecting pre-project conditions, i.e. the 60 dB DNL contour and not crediting any sound insulation improvements in establishing the FMV. Generally, the property will be appraised "as is", with comparable sales selected of homes not located within the mitigation areas and within a 60 dB DNL contour or lower contour.
6. The appraisers shall certify as a part of their appraisals that they have made a site visit to each of the comparable properties that are used in their appraisals.

#### **4.2 Appraisal Assignment**

Upon the Owner's signing the SSA Initial Participation Agreement or the CAR Initial Participation Agreement the SSA/CAR Program Specialist shall notify BCAD in writing of the need for an appraisal. Notifications shall indicate the property Owner's map/parcel number, address, phone number, and location of the assignment, including tax and title information. One (1) independent appraisal will be obtained by the County for each eligible property. Appraisers will coordinate with BCAD and the NMCT to contact the Owner to set an appointment for interviews and site visits. Upon the SSA/CAR Program Specialist's receipt of the completed appraisal, it will be transmitted to the County's Review Appraiser. Also any appraisal obtained by an Owner will be transmitted to the County's Review Appraiser.

After the appraisal is reviewed by the Review Appraiser, the Review Appraiser will prepare a written document to accompany the appraisals, which is known as the Review Appraiser's Statement (RAS). The RAS will provide a final and complete review of the appraisal(s). The RAS will set the FMV of the property.

#### **4.3 Selection of Review Appraiser**

The County will provide a list of certified appraisers to the City of Dania Beach (City). The City shall select four appraisers from the list as the pool of potential Review Appraisers. The County shall select the Review Appraiser from the four appraisers identified by the City from the County's list. The Review Appraiser selected will prepare the RAS reports for the SSA and CAR Programs.

#### **4.4 Review Appraiser and Review Appraiser Statement (RAS)**

Each completed appraisal will be reviewed by the Review Appraiser. The Review Appraiser will be responsible for determining the FMV of the subject properties and verifying the sales data utilized in the analysis. In general this will entail the following:

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

1. The reports must contain sufficient documentation to defend the value conclusion. All relevant market information will be analyzed and evaluated in order to reach a sound and well-supported value conclusion.
2. The Review Appraiser should perform a field inspection of the property appraised and the comparable sales considered by the appraiser(s) in arriving at the fair market value of the property before recommending acceptance of an appraisal. If a field inspection is not made, the Review Appraiser's recommendation of value letter shall state the reason as to why a field inspection was not made.
3. Uniform Standards – All appraisals must be prepared and performed in accordance with: 42 USC Ch. 61, Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 USC 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local and FAA standards. All appraisals shall conform to FAA Order 5100.37B, FAA Advisory Circular 150/5100-17, FAA Order 5100.38C, Airport Improvement Handbook, Section 811, the Uniform Standards of Professional Appraisal Practice; the Uniform Appraisal Standards for Federal Land Acquisitions and FAA appraisal guidelines, and must conform to other appropriate state and federal regulations.
4. The Review Appraiser will ensure that the project effects, if any, on property value are disregarded in the appraisal pursuant to the above guidelines. The Review Appraiser must appraise the homes reflecting pre-project conditions, i.e. the 60 dB DNL contour and not crediting any sound insulation improvements in establishing the FMV. Generally, the property will be appraised "as is", with comparable sales selected of homes not located within the mitigation areas and within a 60 dB DNL contour
5. The appraisal reports will be submitted on the Uniform Residential Appraisal Report Form.
6. The Review Appraiser shall respond to all questions raised or noted by the SSA or the CAR Program Specialist.

The Review Appraiser will generate a written document to accompany the appraisal(s) called the Review Appraiser's Statement (RAS). The Review Appraiser may also review and consider any certified appraiser's appraisal report that the Owner opted to pay for at the time they are preparing the RAS. The RAS will provide full and complete review of the appraisal(s) and specify the FMV for purposes of the SSA and CAR Programs.

The RAS must be prepared and performed in accordance with: 42 USC Ch. 61, "Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 USC 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local and FAA standards.

Additional standards for review criteria as provided in 49 CFR Part 24, Subsection 24.104, and FAA Order 5100.37B, FAA Order 5100.38C Section 811, and 5100-17 are outlined below:



Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

- a. The qualified and designated Review Appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
- b. If the Review Appraiser is unable to approve or recommend approval of an appraisal as an adequate basis for the establishment of fair market value, the Review Appraiser may ask for revisions. If the revised appraisal is not sufficient, then that appraisal must be rejected in writing. When an appraisal is rejected and the Review Appraiser has determined that it is not practical to obtain an additional appraisal, the Review Appraiser may (with BCAD's approval) develop appraisal documentation to support an approved or recommended value. The appraisal must meet USPAP standards.
- c. The Review Appraiser's certification of the recommended or approved value of the property shall be set forth in a signed statement which identifies the appraisal report(s) reviewed and explains the basis for recommendation or for approval.

The estimate of value established by the Review Appraiser in the RAS shall establish the FMV for the property. The County-obtained appraisals and the RAS will be shown to the Owner for informational purposes.

The County's Noise Mitigation Plan Administrator and the City's designee may mutually agree to modify the method for obtaining and preparing appraisals so long as the modifications are in accordance with federal requirements.

Time limitations stated in this Policies and Procedures Manual may be extended for good cause, as determined in the sole discretion of BCAD.

## **4.5 Fees**

Payment of all appraisal fees (except fees of any appraiser retained by an Owner) shall be paid by the County and are dependent upon the following:

- Acceptance and approval of the appraisal by the Review Appraiser.
- The completion of the RAS establishing the FMV by the Review Appraiser.

## **5.0 Title Reports**

The County will obtain title reports on all participating properties. The title report will be obtained after the SSA or CAR Initial Participation Agreement is signed by the Owner. The report will identify ownership interest, and all recorded instruments, including without limitation, any liens, encumbrances and easements on the property, and all other recorded property interests. The SSA/CAR Program Specialist will review to assess any title issues that may impact the Owner's ability to complete the SSA or CAR Program and identify any lienholders that will need to subordinate their interest to the CAR Agreement. The Owner has an affirmative duty to make the SSA/CAR Program Specialist aware of any issues affecting title that did not show up in the title work or any new liens that are placed on the property after the title report is completed. BCAD, in its discretion, may update the title search from time to time and require additional subordinations from new lienholders.

## **6.0 Standard Sales Assistance Program (SSA)**

### **6.1 SSA Initial Participation Agreement**

The NMCT will meet with eligible Owners who wish to participate in the SSA Program on a prioritized basis (as established by the NMCT) for an initial interview. At this meeting, all program participation agreements and forms will be reviewed with the Owner. The SSA Program Specialist will also notify the Owner that they have the option, at their own expense, of obtaining an additional appraisal of the FMV of the property by a certified appraiser. The certified appraiser must meet all FAA certification standards. If the Owner opts to obtain an additional appraisal, then upon its completion and receipt by the SSA Program Specialist, it will be forwarded to the Review Appraiser to be considered along with SSA Program Appraisal obtained by the County.

A SSA Initial Participation Agreement will be signed by the property Owner to begin the title work and the appraisal process. The SSA Program Specialist will be responsible for obtaining the executed SSA Initial Participation Agreement. The Owner will be allowed fifteen (15) calendar days to sign the SSA Initial Participation Agreement after the initial interview. This time may be extended in BCAD's sole discretion after recommendation from the NMCT.

Upon completion of the Appraisal and Title Process, the NMCT will meet with the Owner to review the FMV established by the Review Appraiser on the RAS and answer questions the Owner may have in order to proceed. Each Owner that desires to continue in the SSA Program must sign an SSA Participation Agreement and any other required program documents before beginning the marketing process. The Owner shall be allowed ten (10) calendar days to sign the SSA Participation Agreement. The marketing of the property should begin within ten (10) calendar days of execution of the SSA Participation Agreement. The NMCT will coordinate and communicate between Owners and BCAD during the process.

### **6.2 SSA Participation Agreement**

**Fair Market Value** – The NMCT shall utilize the FMV established in the RAS by the SSA Program Review Appraiser as the FMV for the property. The County obtained appraisal and the RAS will be shown to the Owner for informational purposes.

The SSA Participation Agreement shall set forth the timing of the marketing period(s) by the Owner, as well as the requirement for a CAR Agreement (to be recorded prior to transfer of title to the property to the purchaser) and listing of the property by a realtor member of the Residential Multiple Listing Service of the Broward County Board of Realtors. The SSA Program Specialist is responsible for clearly reviewing these items with the Owner prior to the Owner's execution of the SSA Participation Agreement.

If the Owner chooses not to sign the SSA Participation Agreement within ten (10) calendar days from the date they were informed of the FMV of the property, the Owner will be terminated from the SSA Program. The SSA Program Specialist shall prepare a letter confirming the Owner's termination from the SSA Program.

All costs of the preliminary title work, appraisal, and review appraisal shall be borne by the County, except for the cost of any appraisal obtained by the Owner. If the Owner opted to obtain

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

their own appraisal to supply to the Review Appraiser, they are responsible for the associated appraisal fee.

### **6.3 SSA Marketing Process**

The NMCT will coordinate with the property Owner and their realtor to execute a Listing Agreement Addendum and, a Standard Conditions Addendum and Acknowledgement Form (which are provided to the Owner by the NMCT) and to begin the marketing period. The NMCT will coordinate and communicate between the property Owner, their realtor and BCAD during the time the property is listed for sale. This coordination will include monitoring the marketing progress of the parcel to confirm that it is being actively marketed.

***Listing The Property*** - The Owner shall have ten (10) calendar days from signing the Participation Agreement to exclusively list the home for sale with a realtor. During the Owner marketing period, the Owner must select a realtor who is a member of the Broward County Board of Realtors and participates in the Broward County Residential Multiple Listing Service. The listing period shall not exceed one hundred and eighty (180) calendar days, with the option of a single one hundred and eighty (180) calendar day renewal. Such listing shall be included in the Residential Multiple Listing Service (MLS) of the Broward County Board of Realtors. The SSA Program Specialist will verify within ten (10) calendar days of receipt of an approved listing agreement that the listing has been applied for or is included in the latest MLS system. The listing in the MLS system should include notification to all realtors that the property is participating in the SSA Program, the property will be sold subject to the CAR Agreement and that the CAR Agreement must be attached to all offers that are made for the property. If the property has been through the RSI program, the listing agreement will include notification to potential buyers that the property has had the RSI Program treatment. If the property has not sold at the end of a 360 calendar day period, notification of termination from the SSA Program will be sent to property Owner following the end of the 360 calendar day period. All terms as outlined above and below will pertain to the entire marketing period of the property.

***Listing Agreement and Standard Conditions Addendum*** - The realtor must sign a Listing Agreement Addendum with the Owner for marketing the property on an active basis, listing the home with the Residential MLS, and at the approved list price assigned by the SSA Program Specialist. The SSA Program Specialist must review and verify the listing agreement between the Owner and the realtor firm, prior to Owner's signature, in order to verify list price and any other conditions of sale. A Standard Conditions Addendum and Acknowledgment Form will be signed at the time an offer is made on the property.

### **6.4 SSA Offer Process and Differential Payment Determination**

***Offers*** - Within the marketing period, any written offers received for purchase of the property must be personally delivered to the SSA Program Specialist within one (1) business day of receipt by Owner or his/her agent. The SSA Program Specialist will review any such offers, confer with the Owner where necessary, and present written instructions or recommendations as to a course of action on a Program Specialist Recommendation Form. The NMCT and County staff will consider a variety of factors in determining whether an offer is acceptable to the County. Such factors specifically include, but are not limited to:

1. Amount of the offer

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

2. Terms of the offer
3. Condition of the property
4. Appearance of the property
5. Age of improvements
6. Length of time on the market
7. Number of offers received, if any
8. Range of offers received, if any
9. Available financing alternatives
10. Current market conditions
11. Allowances to facilitate the sale and keep the sale price at its highest level
12. Payment of real estate commission of 6% or less of the actual sale price

In cases where an offer is acceptable to the Owner and BCAD and is below the FMV (including County concessions or allowances negotiated to facilitate a sale), the Owner shall receive the differential payment amount from the County up to 25% of the FMV. This amount will be paid at the closing.

In cases where an offer is acceptable to the Owner but less than FMV and also falls below the threshold amount that BCAD has approved, the Owner will receive at closing only the differential payment amount approved by BCAD.

**Conveyance and Release Agreement (CAR Agreement)** - The CAR Agreement will be attached as an exhibit to the purchase agreement for review and acceptance by the buyer of the property. The purchase agreement must reference the CAR Agreement and that the property is being sold subject to the CAR Agreement being recorded against the property and that the CAR Agreement in the County's standard form is non-negotiable. At the time of closing, the CAR Agreement shall be executed by the County and the Owner and placed of record prior to recording the deed of conveyance to the buyer of the property. The CAR Agreement must be superior to any purchase money mortgage and/or other security instrument affecting the property, and if necessary appropriate subordinations must be obtained from all prior encumbrances of the property. In the CAR Agreement, the Owner will acknowledge payment of the stated differential payment as consideration for executing the CAR Agreement.

**Maintaining The Property** - During the marketing period, the Owner shall agree to maintain the property and improvements to reasonable and prevailing neighborhood real estate marketing standards. The Owner also must agree to make the property available for showing at all reasonable times, including open houses scheduled by the realtor. Also, the Owner must agree to maintain all utilities (including payment thereof) until the property is sold and vacated.

## **6.5 SSA Closing**

In cases where an offer is acceptable to the Owner and BCAD and is below the FMV (including approved concessions or allowances), the Owner shall receive from the County the differential payment amount. The CAR Agreement must be recorded prior to the deed of conveyance and must be prior to all liens and encumbrances on the property. Normal closing and incidental costs associated with the closing and transfer of title shall be the responsibility of the buyer and Owner. These costs include, but are not limited to, cancellation or subordination to the CAR Agreement of existing liens to the satisfaction of the County, any curative work required to deliver clear title, pro rata real estate taxes, any termite treatment/termite certificate needed,

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

and repairs required by a lender as a condition of the loan. If the NMCT and BCAD find an offer to be acceptable, the closing must occur within sixty (60) calendar days of the date the Owner and buyer sign a purchase and sale contract, and the purchase and sale contract must contain this condition. The SSA Program Specialist will request funding for the differential payment amount so it will be available for the closing. Any extension to the closing date must be approved by the SSA Program Specialist.

## **6.6 Termination from SSA Program**

A property may be terminated from the SSA Program upon the recommendation of the NMCT and approval of BCAD.

Reasons for termination include, but are not limited to, the Owner not agreeing with the FMV established by the RAS, the property not selling after 360 calendar days of marketing, the Owner not cooperating with the marketing of the property, the title issues on the property are not conducive to a sale of, or closing on, the property, failure to sell the property within sixty (60) calendar days following the date of execution of the purchase and sale contract, refusal of the Owner to execute the CAR Agreement on or before the closing, inability to achieve subordination of liens and encumbrances to the CAR Agreement, or any other appropriate reason, as determined in the sole discretion of BCAD.

If an Owner is terminated from the SSA Program due to the property not selling or the Owner not agreeing with the RAS, they may transfer to the CAR Program. The timing of their entry into the CAR program is in BCAD's sole discretion after recommendation of the NMCT.

## **6.7 Transfer of SSA Program Records**

The NMCT will maintain all SSA Program records and enter the information into BCAD's SharePoint System. All documents in original hardcopy will be transferred to BCAD at the end of the SSA Program.

# **7.0 Conveyance and Release Program (CAR)**

## **7.1 CAR Initial Participation Agreement**

The NMCT will meet with eligible Owners who wish to participate in the CAR Program on a prioritized basis (as established by the NMCT) for an initial interview. At this meeting, all program participation agreements and forms will be reviewed with the Owner. The CAR Program Specialist will also notify the Owner that they have the option, at their own expense, of obtaining an additional appraisal of the FMV of the property by a certified appraiser. The certified appraiser must meet all FAA certification standards. If they opt to obtain an additional appraisal, then upon its completion and receipt by the CAR Program Specialist, it will be forwarded to the Review Appraiser to be considered along with CAR Program Appraisal.

A CAR Initial Participation Agreement will be signed by the property Owner to begin the title work and the appraisal process. The CAR Program Specialist will be responsible for obtaining the executed CAR Initial Participation Agreement. The Owner will be allowed fifteen (15) calendar days to sign the CAR Initial Participation Agreement after the initial interview. This time may be extended in BCAD's sole discretion after recommendation from the NMCT.



Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

Upon completion of the Appraisal and Title Process, the NMCT will meet with the Owner to review the FMV established by the Review Appraiser on the RAS and answer questions the Owner may have in order to proceed. The title work will also be reviewed with the Owner to identify what title issues, if any, need to be resolved and what lienholders will need to be approached to subordinate their interests to the CAR Agreement. Each Owner that desires to continue in the CAR Program must sign a CAR Participation Agreement. The Owner shall be allowed ten (10) calendar days to sign the CAR Participation Agreement. The NMCT will coordinate and communicate between Owners and BCAD during the process.

## **7.2 CAR Participation Agreement**

**Fair Market Value** – The NMCT shall utilize the FMV established by the CAR Program Review Appraiser in the RAS as the FMV for the property. The appraisal obtained by the County and the RAS will be shown to the Owner for informational purposes.

The CAR Participation Agreement sets forth the obligations between BCAD and the Owner. These include the obligations for payment of a percentage of the FMV to be paid in exchange for the CAR Agreement **IF** all lienholders subordinate their interest to the CAR Agreement. If the Owner chooses not to sign the CAR Participation Agreement within ten (10) calendar days from the date they were informed of the FMV of the property, the Owners will be terminated from the CAR Program. The CAR Program Specialist shall prepare a letter confirming the Owner's termination from the CAR Program.

All costs of the preliminary title work, appraisal, and review appraisal shall be borne by the County, except the Owner will bear the expense of any appraiser retained by the Owner. If the Owner opted to obtain their own appraisal to supply to the Review Appraiser, the Owner is responsible for the associated appraisal fee.

**CAR Benefit Payment-** If the property has participated in the RSI Program, the Owner will be eligible for a one-time payment of 14.4% of the FMV of the property as established in the RAS, in exchange for executing and recording the CAR Agreement and after obtaining any required subordination documents. If the participating property interior noise level for habitable areas is below 45 dB, the property is not eligible to participate in the RSI Program but is eligible for a one-time payment of 21.9% of the FMV of the property, as established in the RAS, in exchange executing and recording the CAR Agreement and after obtaining any required subordination documents. The CAR benefit payment will not be paid by the County until the NMCT and BCAD are satisfied that all lienholders and encumbrancers have subordinated their interests to the CAR Agreement.

**Title/ Subordination Process-** The CAR Program Specialist will notify the Owner of any and all liens that need to be subordinated to the CAR Agreement and discuss with the Owner the next steps to obtain the required subordination agreements. Obtaining subordination agreements from lienholders is the responsibility of the Owner in order to proceed to closing. The CAR Program Specialist will be available to assist the Owner throughout the process and establish reasonable deadlines for responses from lienholders. This includes discussions and correspondence with lienholders to facilitate the subordination process. In general, progress will be monitored in thirty (30) day increments. It is anticipated that some subordination agreements may take several months to obtain.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

**Acknowledgement-** Owner has an affirmative duty to make the CAR Program Specialist aware of any issues affecting title that did not show up in the title work or any new liens that are placed on the property after the CAR Program title report is completed. BCAD, in its discretion, may update the title search from time to time and require additional subordinations from new lienholders.

**Document Processing Fee-** Some mortgage lenders and other lienholders require a processing fee to review, execute, and return documents. A processing fee not to exceed \$500.00 may be paid by the County to a lienholder to obtain the necessary documents subject to BCAD approval upon recommendation of the NMCT. These funds may be used to pay lienholders for processing agreements that help clear the title for the subordination agreements. The funds may not be used to pay off liens on the property.

**Homes Currently on the Market -** An eligible property that is currently on the market at the time the Owner is invited in to participate may still participate in the CAR Program so long as any contract accepted on the home is subject to the CAR Agreement being recorded against the property as a condition of the conveyance.

**Closing-** When all title conditions and subordination agreements have been properly executed, the CAR Program Specialist will process any necessary paperwork to BCAD and designated County offices for their review so the CAR Agreement closing can be scheduled. The Closing Agent will supply all properly recorded documents and certificates indicating the subordination agreements and CAR Agreement have all been recorded in the proper order.

### **7.3 Termination from CAR Program**

A property may be terminated from the CAR Program upon the recommendation of the NMCT and approval of BCAD.

Reasons for termination include, but are not limited to the Owner not agreeing with the FMV established by the RAS, the subordination agreements not being executed by lienholders within 360 calendar days of the Owner executing the participation agreement; the Owner not cooperating with efforts to obtain subordination agreements, other title issues on the property not conducive to subordination or clear title for the CAR Agreement or closing or refusal of the Owner to execute the CAR Agreement on or before the closing.

If an Owner is terminated from the CAR Program due to an inability to obtain subordination agreements from lienholders after making a good faith effort, the Owner may transfer to the SSA Program. The timing of entry into the SSA Program is in BCAD's sole discretion after recommendation of the NMCT.

### **7.4 Transfer of CAR Program Records**

The NMCT will maintain all CAR Program records and enter the information into BCAD's SharePoint System. All documents in original hardcopy will be transferred to BCAD at the end of the Program.

## **8 Exhibits**

- A) Conveyance and Release (CAR) Agreement**
- B) SSA Program Workflow Chart**
- C) CAR Program Workflow Chart**



**Exhibit A**

**EXHIBIT A**

**CONVEYANCE AND RELEASE AGREEMENT**

This CONVEYANCE AND RELEASE AGREEMENT ("Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("Property Owner"), with a mailing address of \_\_\_\_\_, in favor of BROWARD COUNTY, a political subdivision of the state of Florida, with a mailing address of 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301 ("County").

W I T N E S S E T H:

WHEREAS, County is the owner of the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida (the "Airport"); and

WHEREAS, Property Owner is the owner of certain property located in Broward County, Florida, as described on **Exhibit A**, attached hereto and made a part hereof (the "Property"); and

WHEREAS, Property Owner desires to participate in the County's Voluntary Sales Assistance Program (the "Sales Assistance Program"), a Federal Aviation Administration approved noise mitigation program; and

WHEREAS, under the County's Sales Assistance Program, eligible residential property owners whose property lies within certain defined Airport noise impacted areas may receive a payment from the County in return for execution of a Conveyance and Release Agreement by the property owner; and

WHEREAS, Property Owner has elected to participate in the County's Sales Assistance Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

2. In consideration of Property Owner's receipt from the County of a payment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "County Payment"), the Property Owner does hereby grant and convey to the County, to have and to hold same, for its use and benefit as owner and operator of the Airport, the property interests and rights included in this Conveyance and Release Agreement (the "Agreement"), for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and all other rights appurtenant to the property interests and rights in the Property that are hereby granted by Property Owner to the County. This Agreement shall be recorded against the Property. This Agreement shall run with the Property for the benefit of the County, its commissioners, officers, agents, servants, employees, lessees, successors and assigns, and all persons and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "County"), until said Airport shall cease to be used for airport purposes.

3. The Property Owner, for and in consideration of receipt of the County Payment hereby grants, covenants, and agrees as an appurtenance to the Property, as follows:

(a) The County shall have a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future over and above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft over, through, and above the Property and the taking off and landing of aircraft at the Airport. Property Owner agrees that Property Owner, its heirs, personal representatives, successors, agents, assigns, and all persons and entities acquiring title to, or use of, any interest in the Property, or any portion of said Property, including without limitation, tenants, cohabitants, guests and invitees, and all persons and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "Property Owner") shall have no right to, and hereby waive and release all right to receive any damages from the County on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment and communication and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Property Owner does hereby waive and release the County of and from any and all claims, demands, debts, liabilities and causes of action of every kind or nature which Property Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property or persons or property thereon, due to any of the effects, activities, and incidents described above. The Property Owner hereby agrees that aircraft of any and all kinds as may, now or in the future use the Airport, shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property together with the right to cause such effects upon the Property as may normally result from the over flight of aircraft and the taking off and landing of aircraft at the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

and the proposed maximum theoretical use of the expanded 10R/28L runway.

(b) Property Owner further agrees that Property Owner shall not allow any intrusion into, or encroachment upon, or any obstruction into the airspace above the Property that exceeds sixty (60) feet in elevation above the ground surface of the Property. Property Owner agrees that no buildings, structures, improvements or vegetation exceeding sixty (60) feet in elevation shall be permitted to be located, constructed or remain on the Property, now or in the future.

(c) Property Owner agrees that the County shall have the right to prevent the erection or growth upon the Property of any building or other structure, tree or other vegetation, or any other object, whether natural or man-made that might now or in the future, extend into the airspace over the Property that is above sixty (60) feet in elevation from the ground surface of the Property. County may remove from said air space, or at the sole option of the County, as an alternative, mark and light as an obstruction to air navigation, any such building, structure, tree, vegetation, or other object now upon, or which in the future may be upon, the Property. Property Owner agrees that the County shall have the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove, mark or light as an obstruction any such building, structure, tree, vegetation or other such object, all at County's sole expense. Any such entry by the County shall be at reasonable hours and with reasonable notice to Property Owner and the County shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Property Owner's continuing use of the Property.

(d) Nothing in this Agreement waives any of the Property Owner's rights for redress from any intentional tort, willful misconduct, unlawful activity or gross negligence. This provision does not create a waiver of sovereign immunity different than as provided by law.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

4. As used in this Agreement, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, for the purpose of transporting persons or property through the air, by whoever owned or operated.

5. It is agreed by and between the Property Owner and the County that the covenants, rights, privileges and provisions of this Agreement shall run with the land, and that, for the purposes of this instrument, the Property and all portions thereof shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document, in recordable form, executed by the Property Owner and the Broward County Board of County Commissioners (hereinafter referred to as the "Board"). If any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida and venue shall be Broward County, Florida. The remedies of injunction and specific enforcement shall be available to the parties to enforce this Agreement, as well as all other remedies that may be available at law and in equity.

6. Property Owner represents to the County that the Property Owner is the owner in fee simple of the Property described above and that Property Owner has a legal and valid right to execute this Agreement.

7. Effective Date and Termination Date. This Agreement shall become effective upon recordation in the public records of Broward County, Florida. The term of this Agreement shall commence upon recordation hereof and shall terminate on the date upon which the Airport shall cease to be used for airport purposes.

IN WITNESS WHEREOF, the parties have made and executed this Conveyance and Release Agreement on the respective dates under each signature: BROWARD COUNTY through its Director of Aviation duly authorized to execute same by Board action on the \_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_, and \_\_\_\_\_, as PROPERTY OWNER, duly authorized to execute same.

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

COUNTY

Signed, sealed and delivered  
  
in the presence of:

BROWARD COUNTY, through its  
  
Director of Aviation

\_\_\_\_\_  
  
\_\_\_\_\_

Name

By \_\_\_\_\_

Director of Aviation

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

Name

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_

Attorney's Name (Date)

Senior/Assistant County Attorney

CCL/Ig  
CAR Agreement  
10/08/13  
#13-071.61; 13-071.76

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

---

PROPERTY OWNER

Signed, sealed and delivered

PROPERTY OWNER:

in the presence of:

---

---

---

Dated: 

---

Name typed or printed

---

---

---

Dated: 

---

Name typed or printed

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

\_\_\_\_\_

STATE OF FLORIDA            )

COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, Director of Aviation, on behalf of Broward County, a  
political subdivision of the State of Florida, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of Florida At Large

My Commission Expires:

Commission Number: \_\_\_\_\_

(SEAL)

Voluntary Sales Assistance Program  
**DRAFT** Policies and Procedures Manual  
Fort Lauderdale – Hollywood International Airport

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

\_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_ at Large

My Commission Expires:

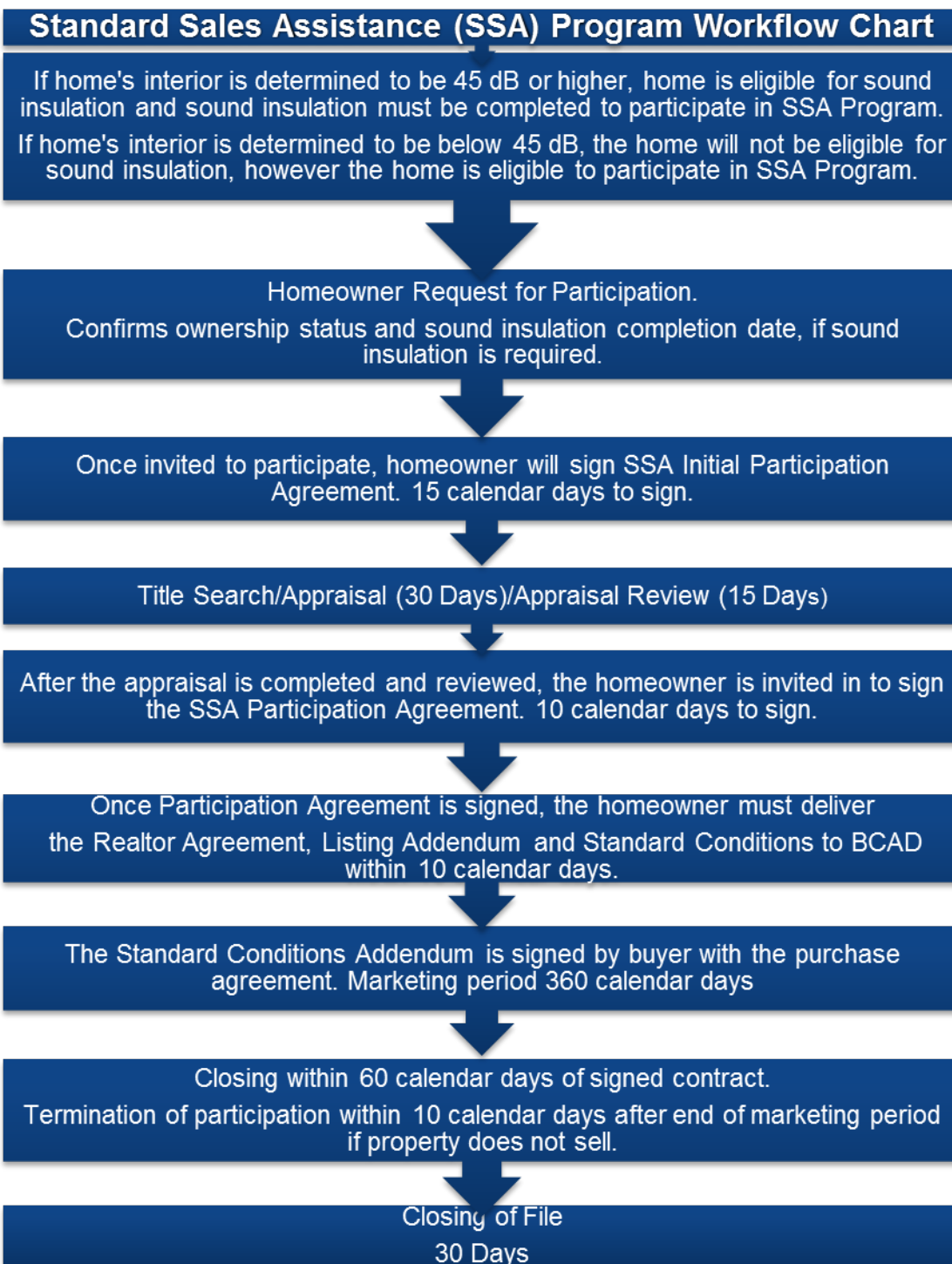
Commission Number: \_\_\_\_\_

(SEAL)



## **EXHIBIT B**

### **SSA Program Workflow Chart**



### EXHIBIT C

#### Car Program Workflow Chart

