



AVIATION DEPARTMENT - Fort Lauderdale/Hollywood International Airport
2200 SW 45th Street, Suite 101 • Dania Beach, Florida 33312 • 954-359-6100

ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County at Fort Lauderdale-Hollywood International Airport. 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 proposal being rejected. Any change(s) to this solicitation will be conveyed through the written addendum 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 FLL website, <http://www.broward.org/Airport/Business/Pages/Solicitations.aspx>. Please read carefully and follow all instructions provided on the addenda, 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 proposal.**

It is the intent of the Broward County Aviation Department and the Purchasing Division to provide quality services. If you have any questions, please visit the Purchasing Division website to view the information provided on "How to Do Business with Broward County- A Vendor's Guide," or feel free to e-mail the Project Manager, Karolynn Willman, Broward County Aviation Department, at kwillman@broward.org. Again, thank you for your continued interest in doing business with Broward County at Fort Lauderdale-Hollywood International Airport.

Sincerely,

Mark E. Gale, A.A.E.
CEO/Director of Aviation

Broward County Aviation Department

2200 SW 45th Street, Suite 101
Dania Beach, FL 33312
(954) 359-6100 FAX (954) 359-1331

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**INSTRUCTIONS TO PROPOSERS FOR
AIRPORT SHUTTLE BUS AND OTHER TRANSPORTATION SERVICES AT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT -
REQUEST FOR PROPOSALS -
RFP #2018-06-05-0-AV-02**

Vendors interested in submitting proposals for the above Request for Proposals ("RFP") are subject to the requirements stated herein.

NOTES: The consideration of any award shall be based only on the proposals submitted. This RFP and all attachments are available on the Broward County Aviation Department and Purchasing Division's website.

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**AIRPORT SHUTTLE BUS AND OTHER TRANSPORTATION SERVICES
AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT -
REQUEST FOR PROPOSALS -
RFP #2018-06-05-0-AV-02**

Procurement Authority

Unchecked boxes do not apply to this solicitation.

Pursuant to the Broward County Administrative Code and Concession Policy, the Broward County Commission ("Board") invites qualified vendors to submit proposals for consideration to provide services on the following project:

Request for Proposals for Airport Shuttle Bus and Other Transportation Services

Introduction

Broward County ("County") is seeking proposals from qualified and experienced vendors to administer and manage all functions of shuttle bus and other transportation services at Fort Lauderdale-Hollywood International Airport ("Airport"), as more fully detailed in the draft agreement advertised with this RFP ("Draft Agreement").

Eligible Proposers

To be eligible, vendors must meet the eligibility requirements delineated in this RFP.

Scope of Services

The selected proposer ("Proposer") will provide shuttle bus services between and among the terminals, the parking facilities, and any other locations requested in writing by the individual selected by the County ("Contract Administrator"), whether on or off Airport property, by using the routes identified by the Contract Administrator. The Proposer will provide shuttle bus services to the County twenty-four (24) hours per day, seven (7) days per week, including holidays, or as otherwise required by the Contract Administrator.

The Proposer will provide two fleets. The core bus fleet will be used for normal, day-to-day operations, shall meet all provisions of the Draft Agreement, and shall further include all technology required by the County including, but not limited to, onboard cameras, vehicle tracking, automatic on-board terminal announcements and signage, real-time and historical reporting, and the ability to remotely "live" stream video. The Proposer shall propose technology that integrates with the Airport's mobile phone app, allowing users the ability to track the next arriving vehicle, and shall work with the Airport to provide signage that displays information relating to the next arriving vehicle at all shuttle and trams stops. The Proposer shall note that

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the garage clearance level is 7.3 feet and the shuttles operating the Rental Car Center route must have doors on each side of the shuttles. The core bus fleet will initially comprise of the following vehicles, which must be leased or purchased by the Proposer in accordance with the terms of the Draft Agreement:

1. The trams and trailers necessary for the transportation of guests and baggage from parking garage to parking garage; and
2. The buses and vehicles necessary for the transportation of guests and baggage on all public and employee routes.

The supplemental bus fleet will be used for services requested by the Contract Administrator to meet periodic increases in demand or to provide specific on-demand services. The vehicles in the supplemental bus fleet must consist of vehicles ranging in size from vans to full size passenger coach buses, and may be owned by the County or owned, leased, or hired by the Proposer in accordance with the terms of the Draft Agreement. The Proposer may be provided with the following vehicles by the County for use in the supplemental bus fleet:

1. Four (4) COBUS (Airfield Special Purpose Buses) in support of aircraft hardstand operations and emergency services; and
2. All other County-owned vehicles that are part of the current fleet providing services at the Airport. Attachment L shows the current fleet.

The Proposer must comply with all terms stated in the Draft Agreement, including, but not limited to, the following:

1. The Proposer will provide all personnel, equipment, and supplies necessary for the services contemplated;
2. The Proposer will provide and identify key personnel (including a manager), qualified administrative support, drivers, and mechanics, all of which must comply with the appearance, conduct, and training provisions of the Draft Agreement;
3. The Proposer will clean and maintain all vehicles; and
4. The Proposer, through its manager, will respond to complaints issued by the public or the Contract Administrator regarding the Proposer's services.

The County, in accordance with the terms of the Draft Agreement, may make certain portions of Airport property available for the Proposer's use, including, but not limited to, areas for maintenance of vehicles, administrative offices, and other operational needs. Alternatively, the Proposer may lease space off Airport property for purposes such as the maintenance of vehicles, administrative offices, and other operational needs in accordance with the terms of the Draft Agreement.

Term

The term of the agreement will be for five (5) years, which can be extended by the County for up to five (5) additional one (1) year terms. More details can be found in the Draft Agreement.

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Fees and Charges

Proposers will be responsible for the fees and charges outlined in this RFP and the Draft Agreement.

Airport Concession Disadvantaged Business Enterprise Plan

In addition to submitting an Airport Concession Disadvantaged Business Enterprise (ACDBE) participation plan as part of its proposal, the Proposer shall comply with the requirements of the ACDBE Program and acquire all necessary permits and licenses. The Proposer will also be responsible for quarterly reporting of ACDBE participation to the County on a form to be supplied by the County's Office of Economic and Small Business Development.

Airport Information

The Airport is centrally located just 21 miles north of Miami International Airport and 42 miles south of West Palm Beach International Airport. This strategic location provides a catchment area of over 5 million people. The population is affluent and leads the State in travel expenditures.

The Broward County Aviation Department is a self-supporting department of Broward County. It does not rely on local tax dollars for operations and capital improvements. The Airport is located in Greater Fort Lauderdale in the heart of Florida's Gold Coast. The Airport is ranked 19th in the United States in total passenger traffic and 14th in domestic origin and destination passengers. With more than 700 flights a day, the Airport offers nonstop service to more than 75 U.S. cities and global connectivity to more than 60 international destinations in 33 countries. The Aviation Department also operates North Perry Airport, a general aviation airport for private and charter aircraft operators.

To meet the growing demand and in preparation for the future, the Airport is currently in the midst of a \$3.2 billion expansion and development program. The Airport is one of the economic engines that drive Broward County and provides 15,000 direct airport jobs and generates \$13.2 billion annually for the local economy.

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Submittal Instructions

☒ 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. In submitting a response to this solicitation, the proposer shall be the entity that will be entering in to an agreement with Broward County to provide the services identified above for this project. Proposer may consist of any formal business entity authorized to do business in the State of Florida (i.e., Partnership, Corporation, Joint Venture, Sole Proprietorship, etc.).

Submit six [6] 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
 - c. Pictures, drawings and illustrations in portable document format (.pdf).

Additionally, submit one original hard copy (1) of your response (with all original required signatures, marked as "ORIGINAL" on the front cover), as well as Five (5) printed copies of your response. The response to the RFP should be sealed listing the following information:

REQUEST FOR PROPOSALS

RFP #2018-06-05-0-AV-02

AIRPORT SHUTTLE BUS AND OTHER TRANSPORTATION SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

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.

Send all requested materials to:

**Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312
ATTN: Karolynn Willman**

Broward County Aviation Department

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Broward County Aviation Department (the Aviation Department) must receive submittals no later than **Friday, September 14, 2018, 4:30pm**. The Aviation Department will not accept electronically transmitted, late, or misdirected submittals. If fewer than 3 interested firms respond to this solicitation, the Director of Aviation may extend the deadline for response submittals by up to four (4) weeks. Submittals will only be opened following the final submittal due date.

Pre-Response Conference

A **Pre-Response Conference**, which will include a tour of the operating areas, will be held on **Monday, June 25, 2018**. Attendance at the pre-response conference is strongly recommended to allow proposers the opportunity to clarify any concerns they may have regarding the solicitation.

- View Location Map, Attachment "B5".
- Time: 1:00p.m.-3:00p.m.
- Pre-register your company and names by 12:00 (noon) **Monday, June 18, 2018**. Please send an email to kwillman@broward.org for pre-registration.

Inquiry Period

Monday, June 25, 2018 through Friday, July 6, 2018 at 4:30pm. All inquiries regarding this RFP shall be made in writing, either through mail or e-mail. Oral or telephonic inquiries will not be responded to, except for requests for ADA accommodations, as discussed below. All inquiries via email shall place in the *subject line* RFP Airport Shuttle Bus Inquiry. Following the end of the inquiry period, one or more addenda will be issued to respond to all substantive inquiries. No individual responses to inquiries will be provided.

FOR ADDITIONAL PROJECT INFORMATION CONTACT:

Project Manager: Karolynn Willman, Airport Manager
Broward County Aviation Department
Address: 2200 SW 45th Street, Suite 101
Dania Beach, FL 33312
E-mail: kwillman@broward.org

Copies of the RFP may be obtained from the Aviation Department at the above address. This RFP is also available for downloading from the Internet at <http://www.broward.org/Airport/Business/Pages/Solicitations.aspx>

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in any proceeding concerning this RFP because of that disability shall contact Ms. Karolynn Willman not later than five (5) days prior to the proceeding. Mr. Willman may be contacted at the Aviation Department, 2200 SW 45th Street, Suite 101, Dania Beach, FL 33312, telephone number (954) 359-2318; (954) 364-4043 via Florida Relay Service for TTY Service.

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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

After the closing date of the RFP, the Aviation Department's technical staff will review and summarize the responses for the EC. Technical staff will have only such authority as may be delegated by the EC or the Board. Without such delegated authority, technical staff serves purely in an information gathering capacity and prepares a matrix of responses submitted by the firms. The matrix contains the Minimum Requirements and items described in the Evaluation Criteria section of this RFP. It also contains the results of staff research and reviews of responses and proposers. The matrix is a tool that the EC may use in its decision-making process.

Staff will also identify any incomplete responses. The Project Manager 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 a proposer 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 a proposer.

Short-Listing

The EC will meet to create a short-list of the most qualified firms. The matrix and staff analysis report is a tool that the EC may use in its decision-making process. The County will not consider oral or written communications, prior to the conclusion of short-listing the firms, which may vary the terms of the submittals. The EC will present to the selected proposer the Draft Agreement. The Agreement will be subject to approval by the Broward County Board of County Commissioners (Commission).

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Evaluation and Selection Criteria

The County will evaluate and rank those entities otherwise deemed Responsive and Responsible based upon the following criteria.

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

<p>1) Firm's Qualifications and Experience</p> <p>Describe the firm's experience operating shuttle bus services on a 24 hour, 7 days per week basis. Such firm shall have been in continuous existence for at least the last ten (10) years. Each firm shall have demonstrated experience for the last three (3) consecutive years at a large HUB airport performing similar operations utilizing vehicles of twenty (20) passenger seats or more.</p> <p>Provide the following information for shuttle bus service contracts your firm is using to establish it meets the qualifications and experience required in this RFP.</p> <ul style="list-style-type: none"> a) Name(s) and location(s); b) Length of service of shuttle bus service contracts; c) Brief description of the service (i.e. number of buses, number of employees); and d) Reference and contact information for each contract listed. 	<p>Max Points</p> <p>10</p>
<p>2) Experience of Proposed Manager of Shuttle Bus Services</p> <ul style="list-style-type: none"> a) Provide a resume; b) List his or her title and number of years of service with the company; c) List his or her years of experience in the management (supervisory level and above) of shuttle bus operations. 	<p>5</p>
<p>3) Describe how your firm will meet the requirement to have sufficient cash liquidity to fund payroll and other expenses for a period of at least three (3) months.</p>	<p>5</p>
<p>4) Experience of Key Personnel</p> <ul style="list-style-type: none"> a) Provide a brief resume of support employees who will furnish professional and or technical support services on this contract. This should include, but not be limited to, the following: (i) their functions in the company; (ii) their title and number of years of service with the company; and (iii) their years of experience in the maintenance of comparably complex facilities and systems. e) Provide a FLL project specific, detailed organizational chart identifying key personnel and job descriptions. 	<p>10</p>
<p>5) Project Approach</p> <ul style="list-style-type: none"> a) Describe the firm's methodology in route planning to address high levels of passenger demand at multiple terminals to ensure all passengers are loaded within stated maximum passenger wait times. b) Describe the firm's customer service program at the driver operational level (passenger and baggage loading/unloading, ADA compliance, and special situations). c) Describe the firm's office and corporate customer service program in processing passenger questions, complaints, and other input. 	<p>15</p>

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<ul style="list-style-type: none"> d) Describe the firm's approach to maximizing operational and budgetary efficiency. e) Describe the firm's proposed preventative maintenance program, including training and experience requirements for the firm's maintenance staff. f) Describe the local staff's program to respond to emergency situations (i.e. aircraft evacuations, other short notice requirements to transport passengers in response to unforeseen events). g) Describe specific recommendations to ensure the Airport Shuttle Bus program is maximizing participation in the County "sustainability" program. h) Describe what technologies the firm plans to employ in the operation of this contract. Specify how such technologies will be utilized and how they will benefit the operations. i) Describe the technology your firm will provide to automate the billing component for in-service shuttle bus hours. 	
<p>6) Safety Program and Accident History</p> <ul style="list-style-type: none"> a) Describe the firm's program for safety training, monitoring performance, and employee follow-up (recognition or disciplinary action) b) Describe the key program reports and other management procedures planned to ensure integrity of the safety program. c) Describe the firm's experience operating buses on the airfield in close proximity to operating aircraft. d) State what is the firm's accident frequency rate per 100,000 miles of bus operations over the last five (5) year period. 	10
<p>7) Management and Operating Plan</p> <p>Describe the components delineated in the Draft Agreement pertaining to the Operating Plan.</p>	10
<p>8) Proposed Vehicle Fleet</p> <p>Provide a list of vehicles that will be utilized as the Core and Supplemental fleet to include vehicle year, make, model and type. Describe how the vehicles will be incorporated into use during the first two (2) years of the contract.</p>	10
Price Proposal*	25
TOTAL POINTS	100

*** Total points awarded for price will be determined by applying the following formula:**
(Lowest Proposed Price/Proposer's Price) x 25 = Price Score

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

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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 Project Manager.

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

Ranking

The EC shall report the ranking to the County Administrator, who will advise the members of the Board in writing of the ranking, in order of preference, on which the award will be based.

Criteria for Breaking Ties

In the event of a deadlock amongst the members of the EC, tie-breaker criteria, as outlined herein, will be considered.

1. A re-vote or re-assessment of only the tied Proposers.
2. Preference to Proposer receiving a majority of the total first-place votes.
3. If items 1-2 do not break the tie vote, the Proposer or Proposers shall be selected by the Board of County Commissioners.

Negotiation and Award

If the Board does not object to the ranking results, the EC, or if delegated authority by the EC, 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 by the staff to the Board for approval.

Posting of Solicitation and Proposed Contract Awards

The Broward County Purchasing Division's [website](#) is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Proposer to monitor the website in order to obtain complete and timely information.

Proposer Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Proposer 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 RFP specifications or requirements is a waiver of the ability to protest the specifications or requirements.

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- (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 or fill.net websites.
- (c) Any actual or prospective Proposer 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 Proposer's right to protest.
- (e) Protests arising from the decisions and votes of a Selection Committee or 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 Proposer 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.

Estimated Contract Amount	Filing Fee
\$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.

Rejection of Responses

The EC may choose at any time prior to award to recommend to the Board that this procurement be cancelled and that all proposals be rejected. Such determination may be made for any reason.

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 subcontractors 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:

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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 Evaluation Committee 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.

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.

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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 Broward County Procurement 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.

If 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 Concession Policy, Section 26.4 have been met.

General Conditions, Instructions and Information for Proposers

Inquiries/Interpretations

All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of Aviation Department staff in writing no later than the Pre-Response Conference Date. Failure to do so on the part of the proposer will constitute an acceptance by the proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretations of the RFP documents, including the attached draft Agreement, shall be sent in writing, and received by the Aviation Department at least ten (10) business days prior to the pre-response conference date. The County will not be responsible for any oral instructions made by any employee(s) of the County in regard to the RFP.

Addendum

Should revisions to the RFP documents become necessary, the County will post addenda information on the Airport's website. All proposers should periodically check the FLL.net web site at <http://www.broward.org/Airport/Business/Pages/Solicitations.aspx> or contact the Aviation Department for addendum information. Failure to do so may result in the proposer submitting

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inaccurate information in the response, which could result in the rejection of the response as non-responsive.

Response Preparation Costs

Neither the County nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Proposer(s) understands that this RFP does not constitute an agreement or a contract between the proposer and the County. Proposers should prepare their responses simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

Accuracy of Response Information

By responding and signing the response, the proposer attests that the information submitted to the County is true, correct, and accurate. The proposer also agrees that any false, inaccurate, misleading, exaggerated, or incorrect information provided as part of their submittal could be deemed inappropriate and/or non-responsive and shall be disqualified from further consideration.

Insurance Requirements

Insurance requirements will be determined by Broward County Aviation Department's Risk Manager and will be included in the Concession Agreement.

Although it is not necessary to have insurance in effect at the time of response to this RFP, as part of its response, proposer must provide either a letter from their insurance carrier indicating that it is capable of obtaining insurance at least in the amount of the limits established on the Sample Certificate of Insurance, which is found in Attachment F to this RFP, or a sample insurance certificate from their carrier indicating the same. Please note that these insurance coverage amounts are minimums. You may carry higher limits, at your option, but you may not carry lower limits. The letter from your insurance carrier or the sample certificate should note that the Broward County is a certificate holder and will appear as an Additional Insured for all General Liability coverage. Additionally, the letter or sample certificate should note that all coverage must include a 30-day notice of cancellation. The insurance is required to be in effect at the first Sunshine negotiation session for the Concession Agreement. For additional information, please contact Tracy Meyer, Broward County Aviation Department, Risk Insurance and Contracts Manager at (954) 359-7216.

Administrative Code

Except for those sections of the Procurement Code, Chapter 21, specifically cited to in this RFP, the Broward County Administrative Code, Chapter 26, Operational Policy, Aviation procedures apply in its entirety to this RFP.

Advertising

In submitting a response, proposer agrees not to use the results of this solicitation as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the County.

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Governing Law

The Agreement shall be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida.

Convicted Vendor List

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 thirty-six (36) months from the date of being placed on the convicted vendor list.

Projected Schedule

RFP Advertised Date:	06/05/2018
Pre-Submittal Conference:	06/25/2018
RFP Open Date:	09/10/2018
Initial Evaluation Meeting:	10/22/2018
Final Evaluation Meeting:	10/26/2018

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

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

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REQUEST FOR PROPOSALS (RFP)

RFP #2018-06-05-0-AV-02

Airport Shuttle Bus and Other Transportation Services Concession
Fort Lauderdale-Hollywood International Airport

Responsiveness Criteria

Definition of a Responsive Proposer:

In accordance with Broward County Procurement Code Section 21.8.b.65, 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. Non-Certified Subcontractors and Suppliers Information

The form set forth in **Attachment C "Vendors List,"** should be submitted with your response to the RFP. However, it must be submitted within five (5) calendar days of County's request. Please provide the information for any sub-vendor(s) and major suppliers who will provide a service to the County for this solicitation.

2. Lobbyist Registration – Certification

A vendor who has retained a lobbyist(s) to lobby in connection with a competitive solicitation shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies, see **Attachment D,** 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

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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 D**) should be completed and returned at the time of the RFP opening deadline and included within the submittal document.

3. Joint Venture Required Submittal

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 a Certificate of Authority from the Florida Department of State, Division of Corporations to transact business in Florida. If not with its response, the Joint Venture is required to provide evidence prior to contract execution that the Joint Venture exists by providing the County with a copy of the Joint Venture Agreement. 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.

4. Insurance Submittal

Proposer must supply the insurance certificate or letter as specified in this solicitation, which insurance must meet the minimum requirements set forth in **Attachment F**.

Responsibility Criteria

Definition of Responsible Proposer

In accordance with Broward County Procurement Code Section 21.8.b.64, 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 following criteria will be used to determine the responsibility of the Proposer. A failure to meet any of these criteria may result in a determination of non-responsibility by the Evaluation Committee or the Board.

1. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Requirements:

Office of Economic and Small Business Development Program Requirements

In accordance with Title 49 of the Code of Federal Regulations, Parts 23 and 26 (49 CFR Parts 23 and 26), the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program shall apply to this Contract. All persons or entities responding to this

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solicitation shall utilize, or attempt to utilize, ACDBE firms to perform at least the assigned participation goal ("ACDBE Goal") for this Contract.

The assigned ACDBE participation goal for this contract is listed below.

Business Enterprise Category	Assigned Participation Goal
Airport Concession Disadvantaged Business Enterprise (ACDBE)	12%

Compliance with ACDBE Goal requirements is a matter of responsibility. Information demonstrating such compliance must be submitted with your response to the solicitation. You must at least show an attempt to meet the ACDBE Goal by providing Letters of Intent (LOI). Alternatively, you may show your good faith efforts to meet the ACDBE Goal by providing the documents listed in the subsections below. Your failure to meet the ACDBE Goal or demonstrate your good faith efforts to meet the ACDBE Goal shall be grounds for a finding of non-responsibility. In connection with the ACDBE Goal, you may be deemed responsible in one of two ways.

The first way you may be deemed responsible is by submitting LOIs (Attachment A1) from certified ACDBE firms which, cumulatively, fully meet the goal.

If you are unable to fully meet the ACDBE Goal, the second way you may be deemed responsible is by demonstrating your good faith efforts to meet the goal ("Good Faith Efforts") and submitting a completed Application for Evaluation of Good Faith Effort (Attachment A2). Such Good Faith Efforts shall be consistent with the Guidance Concerning Good Faith Efforts provided by the federal Department of Transportation, found in 49 CFR 26, Appendix A. Without limiting the preceding sentence, documentation you may submit to demonstrate your Good Faith Efforts may include but is not limited to:

- Providing timely solicitation activities to certified ACDBE firms, including attendance at pre-proposal meetings, advertisements, or written notices;
- Identifying appropriate contract portions and scopes of work that certified ACDBE firms could potentially perform;
- Providing timely and adequate information to the certified ACDBE firms (including plans and specifications);
- Good faith negotiation with each interested, certified ACDBE firm (including names and contact information of each ACDBE firm considered) with an explanation as to why negotiations failed; and
- Investigating ACDBE qualifications and capabilities; list reason(s) if a certified ACDBE firm is rejected.

Additional Factors in Review of Good Faith Efforts: In evaluating your Good Faith Efforts, the County may also consider the success other persons or entities that have responded to the solicitation have had in meeting the ACDBE Goal.

Opportunity to Cure. OESBD shall review your response to the solicitation. If OESBD discerns your intent to meet the ACDBE Goal, but determines that your response

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contains technical errors or requires further documentation, then OESBD may provide you with three (3) business days to correct those errors or provide documentation.

Program Requirements for ACDBE participation:

For a firm's participation to be considered in meeting the ACDBE Goal, the firm must be certified as an ACDBE to perform the applicable work no later than the date your response to the solicitation is due to the Purchasing Division.

Additionally, a certified ACDBE firm may only participate in a contract if it is performing a commercially useful function. A certified ACDBE firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the certified ACDBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

ACDBE participation shall be counted in accordance with 49 CFR 23.55.

Nothing herein shall be construed to indicate that a higher level of certified ACDBE firm involvement above the stated goal will give any person or entity that has responded to the solicitation an advantage over other responders who have met the ACDBE Goal or shown Good Faith Efforts, as determined by the County.

A comprehensive listing of certified ACDBE firms is published in the Florida Department of Transportation

(FDOT) Business Directory and can be viewed at the following Unified Certification Program (UCP) website:
<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

(1) If awarded, Concessionaire hereby acknowledges and agrees to abide by the rules, regulations and provisions promulgated by the Airport Concession Disadvantaged Business Enterprise Program for the Aviation Department, Broward County, Florida, as provided by the Board of County Commissioners, Broward County, Florida, pursuant to 49 CFR Parts 23 and 26, of the Regulations of the Office of the Secretary of the United States Department of Transportation. Concessionaire shall be required to comply with any and all additional applicable provisions of 49 CFR Parts 23 and 26. Concessionaire shall submit such reports as may be required by County in the form specified by the County, for the purpose of demonstrating compliance with this subsection.

(2) Contract Assurances: The following clauses pertaining to compliance with 49 CFR Part 23 shall become a part of your contract with Broward County upon award and shall be incorporated into the terms of your solicitations, subcontracts, material supply contracts and purchase orders. In the event the following clauses conflict with any other terms or provisions of this Agreement section, the clauses set forth in this Airport Concession Disadvantaged Business Enterprise shall control:

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- i. Nondiscrimination; Remedies - The Concessionaire or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Concessionaire shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of contracts subject to USDOT requirements. Failure by the Concessionaire to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- ii. Participation by ACDBEs – It is the policy of Broward County that ACDBE firms, as defined herein, can compete fairly for opportunities as subcontractors, suppliers on all contracts awarded by the County to ensure a level playing field. The Concessionaire hereby agrees to take all necessary and reasonable steps, including compliance with the matters set forth in this Section 17.3, in accordance with 49 CFR Part 23, as amended, to ensure that the ACDBE firms have fair opportunity to compete for and perform contracts.
- iii. Prompt Payment - The Concessionaire hereby agrees to pay its subcontractors and suppliers within thirty (30) days following receipt of the service or supplies. A finding of nonpayment to subcontractors and suppliers is a material breach of this Agreement. The Concessionaire shall include the foregoing prompt payment language in all of its contracts with subcontractors who participate on County projects subject to the regulations in 49 CFR Parts 23 and 26, as amended. Designated staff of the OESBD will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.
- iv. Contract Compliance Monitoring - Compliance monitoring is conducted to determine if Concessionaire and/or subcontractors are complying with the requirements of the ACDBE Program. Failure of the Concessionaire to comply with this provision may result in the County imposing penalties or sanctions pursuant to the provisions of the 49 CFR Parts 23 and 26 and the County's Business Opportunity Act of 2012, Ordinance 2012-33. Contract compliance will encompass monitoring for contract dollar achievement and ACDBE subcontractor's utilization.

The Office of Economic and Small Business Development shall have the authority to audit and monitor all contracts and contract-related documents related to Broward County projects. The requirements of the ACDBE Program are applicable to Concessionaire and its subcontractors. Concessionaire shall be responsible for ensuring proper documentation with regard to its utilization and payment of ACDBE subcontractors.

For detailed information regarding the Airport Concession Disadvantaged Business Enterprise Program, please contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/econdev/Pages/default.aspx>.

At any time prior to award, the awarding authority may find that a Proposer is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Proposers list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Proposer has breached or failed to

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perform a contract, claims history of the Proposer, 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 Proposer.

2. Financial Information

Although the review of a Proposer's financial information is an issue of responsibility, failure to provide the financial documentation or to 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 EC.

3. Litigation History

Although the review of a Proposer'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 EC. **Attachment E - Litigation History** must be completed and returned with the response.

4. Authority to Conduct Business in Florida

Proposer must be capable of obtaining all licenses necessary to conduct the business that it proposes in its response.

5. Experience Criteria

The Proposer and/or managing principal of the Proposer shall have been in continuous existence for at least the last ten (1) years. Each firm shall have demonstrated experience for the last three (3) consecutive years at a large HUB airport.

6. Evaluation Criteria

Complete the "Evaluation Criteria" portion of this RFP in its entirety and in the same order as listed in this RFP.

7. Thoroughness of Response

The Proposer must respond to EVERY item in the Evaluation Criteria. If a specific item does not apply to Proposer, then the Proposer must reply with "N/A" or "No" or "None" (or some similar wording).

Additional Requirements

- Proposer must complete and submit the Non-Collusion Form (**Attachment I**).
- Proposer, its principals, officers, or predecessor organization(s) may not have been debarred or suspended from bidding by any government during the last three (3) years.
- Proposer must provide no less than three (3) positive references for its operations, and staff investigations may not find any instances of significant legal or contractual problems for Proposers' operations at airports.
- Proposer must provide three (3) references that can attest to the positive financial position of the Proposer and staff investigations may not find any issues of significant

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financial issues that might impact the Proposer's ability to make its required financial investment and run its operations at the Airport.

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 the County's code and Florida law for evaluating the responsibility of an offeror.

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Responsiveness Criteria

Please provide the information for the Responsiveness Criteria by responding to the questions below:

- 1) **Did you attach a Non-Certified Subcontractors and Suppliers Information "Vendors List" – Attachment C:**

_____ YES _____ NO _____ N/A

- 2) **Did you attach a Lobbyist Registration – Certification – Attachment D:**

_____ YES _____ NO _____ N/A

- 3) **Did you attach a Joint Venture Required Submittal – Certificate of Authority to do Business in Florida:**

_____ YES _____ NO _____ N/A

- 4) **Did you attach an Insurance Submittal – Insurance Certificate – Attachment F:**

_____ YES _____ NO _____ N/A

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 Proposers or third-parties. Please note that a response **MUST** be provided to every question or request for information, even if the response is "N/A" or "None."

The Proposer shall submit the following documentation and information for evaluation by the EC. All information shall be presented in the same order as the "Evaluation Criteria" as listed below. If additional pages are necessary to fully respond to any query, please attach additional sheets, and clearly note to which question the additional pages respond

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Evaluation/Responsibility Criteria

Please provide the information for the Evaluation/Responsibility Criteria by responding to the questions below:

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

Evaluation Criteria – Company Profile	<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>
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.	
2. Supply the interested firm's federal ID number and Dun and Bradstreet number.	
3. Is the interested firm legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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. 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;	

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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.

Any claim of confidentiality on financial statements should be asserted at the time of submittal. (see below)

*******ONLY "IF" claiming Confidentiality*******

The financial statements should be submitted in a separate bound document labeled "Name of Firm, Attachment to Proposal Package, RFP# - Confidential Matter". The firm must identify the specific statute that authorizes the exemption from the Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and separate any materials claimed to be confidential.

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.

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.

Litigation History Requirement:

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

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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:

1. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
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;
3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is **not** 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 Proposer.

For each material case, the Proposer is required to provide all information identified, on the attached "Litigation History" form.
(Attachment E)

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

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<p>work on this project. 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.</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 (5) years? If yes, provide details.</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.</p>	
<p>8. List all business related claims, arbitrations, administrative hearings, and lawsuits that are pending or were filed during the last three (3) years brought by or against the firm, its predecessor organization(s), or any wholly-owned subsidiary including but not limited to those claims, arbitrations, administrative hearings and lawsuits that allege negligence, error, or omission, or default, termination, suspension, failure to perform, or improper performance of an obligations of a contract or a legal duty related to the contract. This list should include all case names; case, arbitration, or hearing identification numbers; identification of the project involved in the dispute; a description of the subject matter of the dispute; and the final outcome or current status if the matter has not become final.</p>	
<p>9. List and describe all criminal proceedings or hearings concerning business related offenses in which the interested firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.</p>	

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<p>Insurance Requirements:</p> <p>10. Attached (<u>Attachment F</u>) is a sample Certificate of Insurance. 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 type of insurance specified; or, if the Proposer does not currently carry the required limits, then the Proposer shall submit a letter from their carrier indicating that such coverage can be obtained and/or limits can be upgraded if such insurance is currently carried but at a lesser level. The first ranked firm will be required to have the insurance in-place prior to the initial Sunshine contract negotiation session.</p>	
<p>Evaluation/Responsibility Criteria –</p> <p>Legal Requirements</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. Draft Agreement Language: Identify any terms and conditions with which the interested firm cannot agree. The terms and conditions for the resulting contract can be located in RFP attachment "T".</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 terms and conditions in the Draft Agreement 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</p>	

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notarize the Cone of Silence Certification (Attachment G).	
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.	
4. No Contingency Fees: By responding to this solicitation, each firm warrants that it has not and will not pay a contingency fee to any company or person, other than a bona fide employee working solely for the firm, to secure 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.	
5. 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" (Attachment I) 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	

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<p>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.</p>	
<p>6. 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" (Attachment J) and should be completed and submitted with your proposal but must be completed and submitted prior to award.</p>	
<p>7. The Broward County Living Wage Ordinance 2008-45, as amended, applies to the contract. In accordance with the living wage ordinance, certain employers who do business with the County shall pay a living wage to its employees who work on service contracts providing covered services identified under the living wage ordinance (Attachment S).</p>	<p><input type="checkbox"/> YES (Agree)</p> <p><input type="checkbox"/> NO</p>

Evaluation/Responsibility Criteria -

Experience Requirements

NOTE: In meeting the following Criteria, the County will consider the experience of the Proposer or in the event of a joint venture or partnership anyone of the companies or principals of such company forming the joint venture or partnership.

Such firm shall have been in continuous existence for at least the last ten (10) years. Each firm shall have demonstrated experience for the last three (3) consecutive years at a large

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HUB airport performing similar operations utilizing vehicles of twenty (20) passenger seats or more..

<p>Evaluation Criteria –</p> <p>Project-Specific Criteria</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) Firms Qualifications and Experience</p> <p>a) Describe the firm's experience operating shuttle bus services on a 24 hour, 7 days per week basis. Such firm shall have been in continuous existence for at least the last ten (10) years. Each firm shall have demonstrated experience for the last three (3) consecutive years at a large HUB airport performing similar operations utilizing vehicles of twenty (20) passenger seats or more. Name(s) and location(s);</p> <p>b) Length of service of shuttle bus service contracts;</p> <p>c) Brief description of the service (i.e. number of buses, number of employees); and</p> <p>d) Reference and contact information for each contract listed.</p>	
<p>2) Experience of Proposed Manager of Shuttle Bus Services</p> <p>a) Provide a resume;</p> <p>b) List his or her title and number of years of service with the company; and</p> <p>c) List his or her years of experience in the management (supervisory level and above) of shuttle bus operations.</p>	
<p>3) Describe how your firm will meet the requirement to have sufficient cash liquidity to fund payroll and other expenses for a period of at least three (3) months.</p>	
<p>4) Experience of Key Personnel</p> <p>a) Provide a brief resume of support employees who will furnish</p>	

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<p>professional and or technical support services on this contract. This should include, but not be limited to the following: (i) their functions in the company; (ii) their title and number of years of service with the company; and (iii) their years of experience in the maintenance of comparably complex facilities and systems</p> <p>b) Provide a FLL project specific, detailed organizational chart identifying key personnel and job descriptions.</p>	
<p>5) Project Approach</p> <p>a) Describe the firm's methodology in route planning to address high levels of passenger demand at multiple terminals to ensure all passengers are loaded within stated maximum passenger wait times.</p> <p>b) Describe the firm's customer service program at the driver operational level (passenger and baggage loading/unloading, ADA compliance, and special situations).</p> <p>c) Describe the firm's office and corporate customer service program in processing passenger questions, complaints and other input.</p> <p>d) Describe the firm's approach to maximizing operational and budgetary efficiency.</p> <p>e) Describe the firm's proposed preventative maintenance program, including training and experience requirements for the firm's maintenance staff.</p> <p>f) Describe the local staff's program to respond to emergency situations (i.e. aircraft evacuations, other short notice requirements to transport passengers in response to unforeseen events).</p> <p>g) Describe specific recommendations to ensure the Airport Shuttle Bus program is maximizing participation in the County "sustainability" program.</p> <p>h) Describe what technologies the firm plans to employ in the operation of this contract. Specify how such technologies will be utilized and how</p>	

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<p>they will benefit the operations</p> <p>i) Describe the technology your firm will provide to automate the billing component for in-service shuttle bus hours</p>	
<p>6) Safety Program and Accident History</p> <p>a) Describe the firm's program for safety training, monitoring performance and employee follow-up (recognition or disciplinary action)</p> <p>b) Describe the key program reports and other management procedures planned to ensure integrity of the safety program.</p> <p>c) Describe the firm's experience operating buses on the airfield in close proximity to operating aircraft.</p> <p>d) State what is the firm's accident frequency rate per 100,000 miles of bus operations over the last five (5) year period</p>	
<p>7) Management and Operating Plan</p> <p>Describe the components delineated in the Draft Agreement pertaining to the Operating Plan.</p>	

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<p>8) Proposed Vehicle Fleet Provide a list of vehicles that will be utilized as the Core and Supplemental fleet to include vehicle year, make, model and type. Describe how the vehicles will be incorporated into use during the first two (2) years of the contract.</p>	
--	--

Proposed Services

Successful proposers will have the right, privilege, and obligation to conduct and operate a an Airport Shuttle Bus and Other Transportation Services Concession as outlined in the RFP and Draft Agreement.

Airport Concession Disadvantaged Business Enterprise (ACDBE) Program/Compliances:

The assigned ACDBE participation goal for this contract is listed below.

Business Enterprise Category	Assigned Participation Goal
Airport Concession Disadvantaged Business Enterprise (ACDBE)	12%

Compliance with ACDBE Goal requirements is a matter of responsibility. Information demonstrating such compliance must be submitted with your response to the solicitation. You must at least show an attempt to meet the ACDBE Goal by providing Letters of Intent (LOI). Alternatively, you may show your good faith efforts to meet the ACDBE Goal by providing the documents listed in the subsections below. Your failure to meet the ACDBE Goal or demonstrate good faith efforts to meet the ACDBE Goal shall be grounds for a finding of non-responsibility. In connection with the ACDBE Goal, you may be deemed responsible in one of two ways.

The first way in which you may be deemed responsible is by submitting LOIs (Attachment A1) executed with certified ACDBE firms which, cumulatively, fully meet the goal.

If you are unable to fully meet the ACDBE Goal, the second way you may be deemed responsible is by demonstrating your good faith efforts to meet the goal ("Good Faith Efforts") and submitting a completed Application for Evaluation of Good Faith Effort (Attachment A2). Such Good Faith Efforts shall be consistent with the Guidance Concerning Good Faith Efforts provided by the federal Department of Transportation, found in 49 CFR 26, Appendix A. Without

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limiting the preceding sentence, documentation you may submit to demonstrate your Good Faith Efforts may include but is not limited to:

Providing timely solicitation activities to certified ACDBE firms, including attendance at pre-proposal meetings, advertisements, or written notices;
Identifying appropriate contract portions and scopes of work that certified ACDBE firms could potentially perform;
Providing timely and adequate information to the certified ACDBE firms (including plans and specifications);

Good faith negotiation with each interested, certified ACDBE firm (including names and contact information of each ACDBE firm considered) with an explanation as to why negotiations failed and;

Investigating ACDBE qualifications and capabilities; list reason(s) if a certified ACDBE firm is rejected.

Additional Factors in Review of Good Faith Efforts: In evaluating your Good Faith Efforts, the County may also consider the success other persons or entities that have responded to the solicitation have had in meeting the ACDBE Goal.

Opportunity to Cure. OESBD shall review your response to the solicitation. If OESBD discerns your intent to meet the ACDBE Goal, but determines that your response contains technical errors or requires further documentation, then OESBD may provide you with three (3) business days to correct those errors or provide documentation.

Program Requirements for ACDBE participation:

For a firm's participation to be considered in meeting the ACDBE Goal, the firm must be certified as an ACDBE to perform the applicable work no later than the date Proposer's response to the solicitation is due to the Aviation Department.

Additionally, a certified ACDBE firm may only participate in a contract if it is performing a commercially useful function. A certified ACDBE firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the certified ACDBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

ACDBE participation shall be counted in accordance with 49 CFR 23.55.

Nothing herein shall be construed to indicate that a higher level of certified ACDBE firm involvement above the stated goal will give any person or entity that has responded to the solicitation an advantage over other responders who have met the ACDBE Goal or shown Good Faith Efforts, as determined by the County.

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Surety Information

Has Proposer or principal(s) of Proposer or a parent or subsidiary of Proposer or principal of Proposer identified to provide services under this Concession ever had a bond or surety cancelled or forfeited?

Yes _____ No _____

If yes, provide further information: _____

Courtesy Training Program

Does the Proposer or Principal of Proposer currently have a Courtesy Training Program?

Yes ____ No ____

If yes, provide details. _____

If no, will Proposer send its employees to SUNSational Service training if offered by the County?

Yes _____ No _____

Proposer Certification

By responding and signing this RFP, Proposer attests that the information submitted to the County is true, correct and accurate. The Proposer also agrees that any false, inaccurate, misleading, exaggerated, or incorrect information provided as part of their submittal could be deemed inappropriate and/or non-responsive and shall be disqualified from further consideration.

PROPOSER

DATE:

Signature

Print Name

Title

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ATTACHMENTS

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**Attachment A1 – DBE/ACDBE Letter of Intent
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER**

(Form to be completed and signed for each DBE/ACDBE firm)

Solicitation Number:	Project Title:
-----------------------------	-----------------------

Bidder/Offeror Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized Representative: _____ Phone: _____

DBE/ACDBE Subcontractor/Supplier Name: _____

Check one: Address: _____

DBE City: _____ State: _____ Zip: _____ Phone: _____

ACDBE Authorized Representative: _____

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

Work to be performed by DBE/ACDBE Firm			
Description	NAICS*	DBE/ACDBE Contract Amount†	DBE/ACDBE Percentage of Total Project Value

AFFIRMATION: I hereby affirm that the information above is true and correct.

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.



and void.

DBE ACDBE Letter of Intent - Rev. January 2013



Attachment A2 – Evaluation of Good Faith Effort

APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO
TITLE 49 CFR PARTS 23 AND 26

SOLICITATION NO.:

Please check one of the following to indicate the program goal on this solicitation: ☐ ACDBE ☐ DBE

PROJECT NAME:

ADDRESS:

TELEPHONE: _____ FAX: _____

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/ Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE: _____

PRINT NAME/ TITLE: _____

DATE: _____



Attachment B1 – Enplanements - Calendar Year 2018

(All)					
Departures/Enplaned					Per Terminal
Term	1/1/2018	2/1/2018	3/1/2018	4/1/2018	Total
T1/A	7,508	8,040	9,706	9,691	34,945
T1/B	325,514	292,278	368,607	331,905	1,318,304
T1/C	168,365	163,421	211,366	195,077	738,229
T2/D	201,690	191,400	255,956	211,936	860,982
T3/E	151,363	139,693	161,280	132,629	584,965
T3/F	359,224	336,116	388,202	375,528	1,459,070
T4/H					
T4/G	321,047	284,621	344,950	338,547	1,289,165
D2					
	1,534,711	1,415,569	1,740,067	1,595,313	6,285,660



Attachment B2 – Enplanements - Calendar Year 2017

													Per Terminal
	1/1/2017	2/1/2017	3/1/2017	4/1/2017	5/1/2017	6/1/2017	7/1/2017	8/1/2017	9/1/2017	10/1/2017	11/1/2017	12/1/2017	Totals
T1/B	250,975	231,213	295,940	311,729	246,976	276,247	301,716	271,611	172,869	239,131	296,798	311,171	3,206,376
T1/C	176,726	162,302	201,989	190,691	145,008	150,259	160,026	143,790	87,773	130,522	158,106	174,662	1,881,854
T2/D	187,556	177,180	240,785	196,990	176,551	166,595	180,716	179,013	102,490	131,708	155,569	182,524	2,077,677
T3/E	153,790	136,969	162,882	143,485	121,191	125,573	137,169	137,920	81,769	113,002	124,418	151,455	1,589,623
T3/F	352,671	326,100	368,581	357,565	346,015	341,860	356,521	349,781	237,019	304,447	333,250	356,524	4,030,334
T4/H	273,846	235,770	277,459	278,965	267,263	266,686	294,348	288,840	179,968	234,085	263,780	277,937	3,138,947
T4/G	23,995	18,405	20,849	24,457	21,821	25,626	26,767	30,212	20,996	24,056	25,476	29,185	291,845
D2									30				30
													16,216,686



Attachment B3 – Enplanements - Calendar Year 2016

													Per Terminal
	1/1/2016	2/1/2016	3/1/2016	4/1/2016	5/1/2016	6/1/2016	7/1/2016	8/1/2016	9/1/2016	10/1/2016	11/1/2016	12/1/2016	Totals
T1/B	233,530	218,198	258,186	222,941	216,523	214,251	216,712	186,259	157,551	2,595	5,633	16,151	1,948,530
T1/C	143,623	136,688	164,983	139,686	114,561	117,321	124,038	112,821	89,627	9,039	14,535	16,723	1,183,645
T2/D	197,846	188,231	234,987	187,827	166,822	159,560	168,178	156,721	122,995	18,686	28,258	35,220	1,665,331
T3/E	172,132	156,267	186,952	160,962	137,410	128,166	133,748	134,249	103,217	29,088	41,218	54,930	1,438,339
T3/F	298,091	280,036	319,191	290,992	308,255	301,859	310,390	306,607	279,021	72,021	78,715	86,983	2,932,161
T4/Commuter	486	402	657	422	429	506	722	507	401				4,532
T4/H	262,385	235,285	269,294	254,699	273,396	272,915	284,740	272,616	233,255	68,020	77,396	92,441	2,596,442
Terminal 4	235	164	228		240			150		14,246	16,575	23,741	55,579
													11,824,559

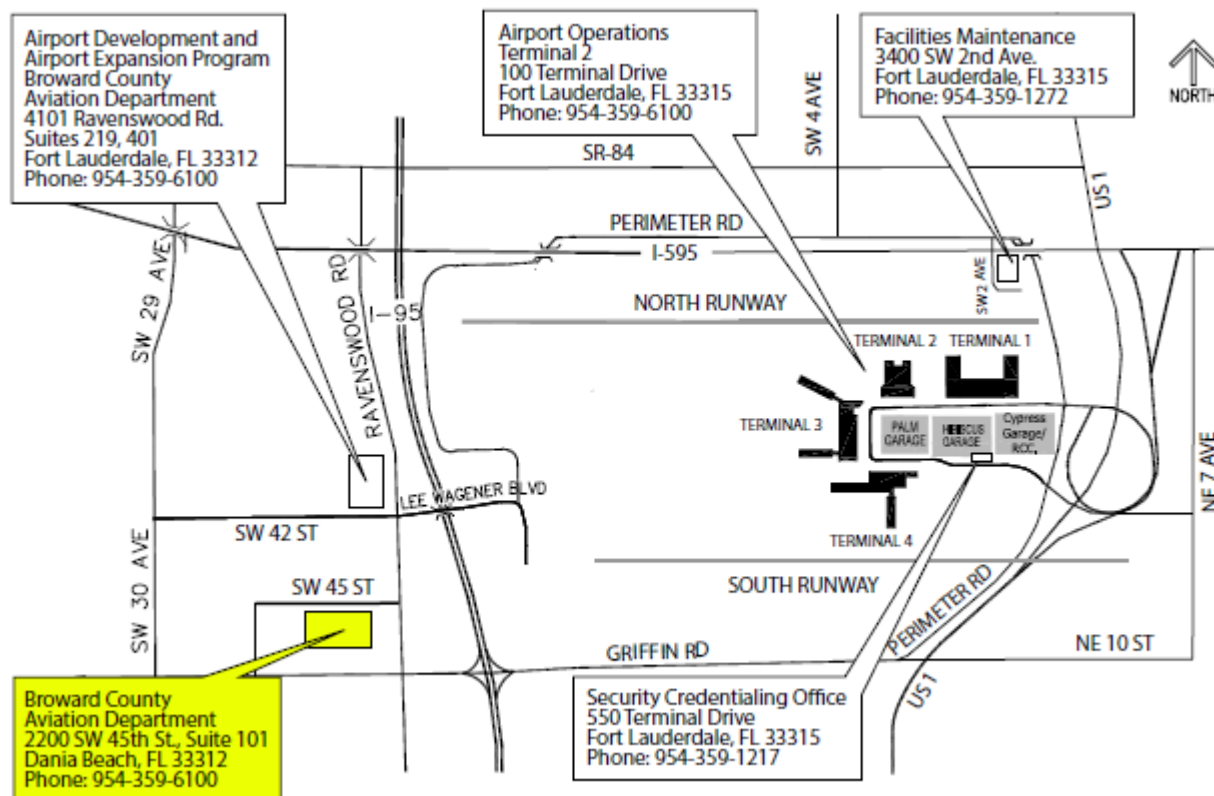


Attachment B4 – Enplanements Calendar Year 2015

													Per Terminal
	1/1/2015	2/1/2015	3/1/2015	4/1/2015	5/1/2015	6/1/2015	7/1/2015	8/1/2015	9/1/2015	10/1/2015	11/1/2015	12/1/2015	Totals
T1/B	208,482	195,535	245,245	214,121	198,341	200,885	212,460	176,682	132,752	147,849	202,201	204,114	2,338,667
T1/C	135,613	125,324	159,072	146,925	115,314	110,463	117,402	104,162	78,973	110,003	125,892	140,534	1,469,677
T2/D	188,463	182,984	230,688	187,153	151,211	152,483	165,905	171,719	117,940	140,091	151,070	170,853	2,010,560
T3/E	173,526	156,542	187,768	168,766	143,389	139,160	150,736	148,739	117,486	133,452	137,604	159,658	1,816,826
T3/F	243,407	218,900	259,871	250,658	252,752	247,160	254,243	251,401	211,360	236,861	273,668	309,892	3,010,173
T4/Commuter	519	388	718	597	707	659	911	654	528	382	453	803	7,319
T4/H	249,239	214,832	246,520	239,978	238,970	232,942	253,107	242,933	201,377	201,810	224,363	258,552	2,804,623
Terminal 4												160	160
													13,458,005



Attachment B5 – Administration Office Map Location





Attachment C - 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 D - 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 E - Litigation History

RFP#: _____ MATERIAL CASE SYNOPSIS	<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 (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone number:

NAME OF COMPANY: _____



Attachment F - Insurance Requirements

Insurance Requirements for the RFP for Airport Shuttle Buses and Other Transportation Services

The following coverage's 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 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's is not approved 4. Maximum Deductibles \$25,000.00	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY [x] Commercial General Liability [x] Premises-Operations [x] Products/Completed Operations [x] Personal and Advertising Injury [x] Fire Legal Liability *Airside coverage only required if on airside	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$3 mil \$5 mil airside*	\$3 mil \$5 mil airside*
	Personal Injury		
AUTO LIABILITY [x] Comprehensive Form [x] Owned [x] Hired [x] Non-owned [x] Any Auto If applicable *Only required if on airside	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil landside \$5 mil airside*	
EXCESS LIABILITY [] Umbrella Form [] Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
[X] CRIME- Employee dishonesty, forgery and altercation, robbery		\$1 mil	\$1 mil
[x] Pollution including remediation and cleanup (applicable if vehicles are located and or maintained on BCAD property)		\$1 mil	\$2 mil
[x] WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	[x] STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	500K MIN
Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Broward County 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. 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 SW 45th Street, Suite #101,
Dania Beach, FL 33312
K Willman

Tracy Meyer

Digitally signed by Tracy Meyer
DN: dc=local, dc=fl-airport,
ou=FLUSERS, cn=Tracy Meyer
Date: 2018.05.22 09:42:10 -0400

Date Issued

InsuranceLimitsForm.03 Revised certificateofinsrevised2005.DOC COI



Attachment G - 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 H - 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 I - 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.

<u>NAME</u>	<u>RELATIONSHIP</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(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 J - 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: _____



RFP #2018-06-05-0-AV-02
Airport Shuttle Bus and Other Transportation Services
Fort Lauderdale-Hollywood International Airport

Attachment K – Commitment Statement

COMMITMENT STATEMENT FORM
THIS FORM MUST BE SUBMITTED WITH PROPOSER'S RESPONSE
TO THE RFP #2018-06-05-0-AV-02
(Company Letterhead)

COMMITMENT STATEMENT

I, _____ (Name), _____ (Title and Company Name), am authorized on behalf of _____ (Proposer) to execute this Commitment Statement. In the event, _____ (Company/Proposer) is selected and awarded an Airport Shuttle Bus and Other Transportation Services Concession at the Fort Lauderdale-Hollywood International Airport (Agreement), it commits to comply with the following provisions set forth in the responsive criteria requirements of the RFP.

1. Proposer shall demonstrate to the County what measures it will take to ensure that Proposer will be able to provide uninterrupted concession services at the Airport during its contract term. Such measures shall include, but are not limited to, a commitment to enter into a labor peace agreement with a labor organization upon or before the effective date of its agreement with the County, which labor peace agreement prohibits the labor organization or its members from picketing, work stoppages, boycotts, or other economic interference with the business of the Proposer at the Airport. Proposer shall also demonstrate the measures it will take to provide uninterrupted concession service during inclement weather or in the event of flight delays. Compliance with this provision shall be considered a matter of responsiveness.

2. Proposer shall represent to the County that if it is awarded a contract with the County it will comply with the following worker retention requirement, which shall become a term of its contract with the County: The vendor shall offer continued employment to the employees of the immediately preceding concessionaire for a period of forty-five (45) days, unless the vendor determines and demonstrates to the County that such employees are unnecessary for the vendor's provision of concession services, or that such employees do not have the experience required for the vendor's provision of concession services. Employees retained may be terminated for cause within the forty-five (45) day period. However, this worker retention requirement shall not apply to employees who are exempt from overtime compensation requirements of the federal Fair Labor Standards Act. Nothing in this provision obligates a vendor to continue the employment of any individual beyond such forty-five (45) day period. Compliance with this provision shall be considered a matter of responsiveness.

Name of Company

By: _____ Dated: _____
Authorized Agent or Officer of Proposer

Print Name & Title

Telephone Number/Fax Number



Attachment L- Transportation Fleet

Vehicles In The Transportation Fleet

Unit #	Year	Make	Model	VIN #	Ownership
441	2006	Eldorado	HYBRID	1N9APAE346C084002	County
442	2006	Eldorado	HYBRID	1N9APAE366C084003	County
445	2006	Eldorado	HYBRID	1N9APAE316C084006	County
501	2004	Eldorado	Axess LF 40	1N9APAC865C084001	County
502	2004	Eldorado	Axess LF 40	1N9APAC885C084002	County
503	2004	Eldorado	Axess LF 40	1N9APAC8X5C084003	County
504	2004	Eldorado	Axess LF 40	1N9APAC815C084004	County
505	2004	Eldorado	Axess LF 40	1N9APAC835C084005	County
506	2004	Eldorado	Axess LF 40	1N9APAC855C084006	County
507	2004	Eldorado	Axess LF 40	1N9APAC875C084007	County
508	2004	Eldorado	Axess LF 40	1N9APAC895C084008	County
509	2004	Eldorado	Axess LF 40	1N9APAC805C084009	County
510	2004	Eldorado	Axess LF 40	1N9APAC875C084010	County
511	2004	Eldorado	Axess LF 40	1N9APAC895C084011	County
512	2004	Eldorado	Axess LF 40	1N9APAC805C084012	County
513	2004	Eldorado	Axess LF 40	1N9APAC825C084013	County
514	2004	Eldorado	Axess LF 40	1N9APAC845C084014	County
515	2004	Eldorado	Axess LF 40	1N9APAC865C084015	County
516	2004	Eldorado	Axess LF 40	1N9APAC885C084016	County
517	2004	Eldorado	Axess LF 40	1N9APAC8X5C084017	County
518	2004	Eldorado	Axess LF 40	1N9APAC815C084018	County
519	2004	Eldorado	Axess LF 40	1N9APAC835C084019	County
520	2004	Eldorado	Axess LF 40	1N9APAC8X5C084020	County
522	2004	Eldorado	Axess LF 40	1N9APAC835C084022	County
523	2004	Eldorado	Axess LF 40	1N9APAC855C084023	County
524	2004	Eldorado	Axess LF 40	1N9APAC875C084024	County
526	2004	Eldorado	Axess LF 40	1N9APAC805C084026	County
527	2004	Eldorado	Axess LF 40	1N9APAC845C084027	County
701	2004	Eldorado	Axess LF 40	1N9APAC8X5C084048	County
706	2004	Eldorado	Axess LF 40	1N9APAC835C084053	County
711	2004	Eldorado	Axess LF 40	1N9APAC895C084056	County
713	2004	Eldorado	Axess LF 40	1N9APAC805C084060	County
714	2004	Eldorado	Axess LF 40	1N9APAC825C084061	County
715	2004	Eldorado	Axess LF 40	1N9APAC845C084062	County
C1	2008	Mercedes	CoBus3000	VS96985400A173010	County
C2	2009	Mercedes	CoBus3000	VS96985400A173043	County
C3	2012	Mercedes	CoBus3000	VS9685410A172430	County
C4	2012	Mercedes	CoBus3000	VS96985410A172431	County
366	2004	Trams International	2204	1T9P634D24B703129	County
376	2004	Trams International	2204	1T9P634D25B703150	County



Attachment L - Transportation Fleet (continued)

Unit #	Year	Make	Model	VIN #	Ownership
801	2014	Trams International	2204	1T9P634D4EB703523	County
802	2014	Trams International	6000D	1T9T234D8EB704524	County
803	2014	Trams International	2204	1T9P634D8EB703525	County
804	2014	Trams International	6000D	1T9T734D1EB704526	County
805	2014	Trams International	2204	1T9P63401EB703527	County
806	2014	Trams International	6000D	1T9T234D5EB704528	County

Vehicles Leased by Current Vendor and Used in the Core Bus Fleet (Employee Route)

Unit #	Year	Make	Model	VIN #	Ownership
201	2016	Ford	F550	1FDGF5GY8GEC05242	Keolis
202	2016	Ford	F550	1FDGF5GYXGEC05243	Keolis
203	2016	Ford	F550	1FDGF5GY1GEC05244	Keolis
204	2016	Ford	F550	1FDGF5GY3GEC05245	Keolis
205	2016	Ford	F550	1FDGF5GY5GEC05246	Keolis
206	2016	Ford	F550	1FDGF5GY7GEC05247	Keolis
207	2016	Ford	F550	1FDGF5GY9GEC05248	Keolis
208	2016	Ford	F550	1FDGF5GY0GEC05249	Keolis
209	2016	Ford	F550	1FDGF5GY7GEC05250	Keolis
210	2016	Ford	F550	1FDGF5GY9GEC05251	Keolis
211	2016	Ford	F550	1FDGF5GY0GEC05252	Keolis
212	2016	Ford	F550	1FDGF5GY2GEC05253	Keolis
213	2016	Ford	F550	1FDGF5GY4GEC05254	Keolis
214	2016	Ford	F550	1FDGF5GY6GEC05255	Keolis
215	2016	Ford	F550	1FDGF5GY8GEC05256	Keolis
216	2016	Ford	F550	1FDGF5GYXGEC05257	Keolis
217	2016	Ford	F550	1FDGF5GY1GEC05258	Keolis
218	2016	Ford	F550	1FDGF5GY3GEC05259	Keolis
219	2016	Ford	F550	1FDGF5GYXGEC05260	Keolis
220	2016	Ford	F550	1FDGF5GY1GEC05261	Keolis
101	2016	Dodge	Caravan	2C7WDGBGXGR144255	Keolis
102	2016	Dodge	Caravan	2C7WDGBG9GR144280	Keolis
C5	2016	Mercedes	CoBus3000	VS96985410A173066	Keolis

Vehicles that are being used for Parts and No Longer In The Core Bus Fleet

443	2006	Eldorado	HYBRID	1N9APAE386C084004	County
367	1999	Trams International	TTI Power	1S9PH34G9XC143836	County
369	1999	Trams International	EVI Trailer	1S9TH34D3XC143837	County
370	1999	Trams International	EVI Trailer	1S9TH34D9XC143839	County
371	1999	Trams International	EVI Trailer	1S9TH34D5XC143840	County
375	2004	Trams International	2204	1T9P634D24B703146	County



Attachment M - Price Proposal

Proposers are requested to provide pricing in three (3) categories.

Category 1 - Fixed Fee

Category 2 - In-Service Hourly Fee

Category 3 - Reimbursable Expenses

Category 1: FIXED FEE

The proposed price for the Fixed Fee shall include the following:

1. Payroll related expenses (including employee benefits) for salaried key management personnel
2. Corporate overhead
3. All profit derived from providing the services under the agreement

Category 2: IN-SERVICE HOURLY FEE

The proposed In-Service Hourly Fee shall include the following items and any other items required by the Proposer to perform the services:

1. Salaries and wages for all employees not identified as key management personnel included in the Fixed Fee category (Based on the Price Submittal Wage Workbook, which should accompany price submittal)
2. Employee training wages
3. Employee vacation time
4. Employee payroll taxes
5. Employee overtime
6. Employee workmen's compensation
7. Employee group health Insurance
8. All other County approved employee benefits
9. Employee physical and drug testing
10. Employee uniforms
11. Employee County-approved employee incentive programs
12. Fuel costs associated with the shuttle bus operation
13. Bus Maintenance and parts less reimbursable core charges
14. Bus tires (leased or purchased)
15. Radio, repeater and repairs
16. Vehicle liability insurance and other insurance specific to the shuttle bus operations, which meet the requirements of this contract per Broward County Risk Management
17. Accident repairs and physical damage for approved repairs based on reports
18. Office supplies and postage associated with the contract
19. Computer supplies approved for the contract
20. Janitorial services for facilities
21. Support vehicles, including maintenance and fuel costs
22. Required radio equipment for all buses
23. Taxes and permits, vehicle licensing, and registration as they pertain to the shuttle bus operations
24. Funds necessary for the Performance and Payment Bond as described in the Draft Agreement
25. Any other expenses deemed necessary by the Proposer

The Proposer shall supply information as to how the In-Service Hourly Fee was determined. Each proposer shall provide, as support for the items mentioned above, the following:

BURDENED IN-SERVICE HOURLY RATE WORK SHEET
FOR ANALYSIS BY BROWARD COUNTY

TIER 1

BASED ON THE ANNUAL IN-SERVICE BUS COST CALCULATED ABOVE FOR TIER 1 PROVIDE
THE FOLLOWING HOURLY RATE COMPONENTS

OPERATING COSTS SUMMARY	ANNUAL COSTS	PROPOSER HOURLY BILLING RATE COMPONENT
EMPLOYEE COSTS		
MAINTENANCE, FUEL AND PARTS COSTS		
INSURANCE PERFORMANCE BOND		
OFFICE EQUIPMENT		
OTHER (PROVIDE IN DETAIL)		
SUMMARY TOTALS AND HOURLY RATE		

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Provide the following information. For the purposes of scoring, County will focus on the Tier 1 rate as the current service hours are within this range.

EQUIPMENT	ANNUAL HOURS TO DATE 2018	TIER 1 OPERATOR IN-SERVICE HOURLY RATE 100,000 –250,000 Hours	TIER 1 ANNUAL PRICE ANNUAL COSTS	TIER 2 OPERATOR IN-SERVICE HOURLY RATE 175,001 – 250,000 Hours	TIER 3 OPERATOR IN-SERVICE HOURLY RATE 250,001-325,000 Hours
VAN					
ADA VAN EMPLOYEE ROUTE					
TRAM					
TRAM/ TRAILER					
MINI BUS					
40' BUS					
COBUS					
COBUS with FLAGGER					
EMPLOYEE SHUTTLE					
IDLE HOUR RATE					
OTHER					
TOTAL					

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Category 3: REIMBURSABLE EXPENSES

The proposed reimbursable expenses shall include the following:

- A. The hourly rate associated with providing Supplemental Bus Fleet Services requested in writing by the Contract Administrator.
- B. Costs and expenses associated with the purchase or lease of the Core Bus Fleet, to the extent approved by the Contract Administrator in advance and in writing.
- C. Costs and expenses associated with the lease of Off-Airport Optional Facilities, except for maintenance, to the extent approved by the Contract Administrator in advance and in writing.

The following information shall be used when analyzing and determining the rates herein.

EQUIPMENT	ANNUAL HOURS 2017	ANNUAL HOURS TO DATE APRIL 2018	TIER 1 OPERATOR IN- SERVICE HOURLY RATE 100,000 –250,000 Hours	TIER 1 ANNUAL PRICE ANNUAL COST
VAN	3	0		
ADA VAN EMPLOYEE ROUTE	10,034	5,722		
TRAM	1,975	603		
TRAM/ TRAILER	12,355	4,197		
MINI BUS	0	0		
40' BUS	114,533	32,096		
COBUS	0	0		
COBUS with FLAGGER	7,198	3,340		
EMPLOYEE SHUTTLE	91,756	43,185.50		
IDLE HOUR RATE	12	0		
OTHER	381	31		
TOTAL	238,244	89,174.50		



Price Proposal Worksheet

TOTAL PRICE PROPOSAL: (Year 1)

Category 1 Management Fee

Category 1 Management Fee includes

1. Payroll related expenses, including employee benefits for salaried key Management personnel. \$_____ (Annual Amount)
2. Corporate overhead. \$_____ (Annual Amount)
3. All profit derived from providing the services under the Agreement. \$_____ (Annual Amount)

Subtotal

\$ _____

Category 2 In-Service Hourly Fee (Tier 1)

\$ _____

Category 3 Reimbursable Expenses (Tier 1)

1. Vehicles. \$_____ (Annual Amount)
2. Equipment. \$_____ (Annual Amount)
3. Lease. \$_____ (Annual Amount)

Subtotal

\$ _____

Total Price Proposal of Category 1, 2, and 3 - Estimated Annual Cost \$_____

By signing below, the proposer agrees that the Minimum Wage to be paid to all employees, regardless of the number of hours worked, will be the current Broward County Living Wage.

Authorized Signature: _____

Printed Name: _____

Date: _____



Attachment N1 - 2017 1st Quarter Shuttle Schedule

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Attachment N2 - 2017 2nd Quarter Shuttle Schedule

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Attachment N3 - 2017 3rd Quarter Shuttle Schedule

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Attachment N4 - 2017 4th Quarter Shuttle Schedules

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Attachment O1 - 2018 1st Quarter Shuttle Schedules

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Attachment O2 - 2018 2nd Quarter Shuttle Schedules

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Attachment P - 2017 Utilization Reports

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Attachment Q - 2018 Utilization Reports

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Attachment R - Vendor Security Questionnaire

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Supplemental Special Instructions to Proposers

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

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

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

I. LIVING WAGE REQUIREMENT:

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

Attachment S - (CONTINUED)
Living Wage Ordinance
Supplemental Special Instructions to Proposers

II. LIVING WAGE - INDEXING:

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

III. SANCTIONS FOR UNPAID WAGES:

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

IV. PAYROLL; BASIC RECORDS; REPORTING:

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

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

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

V. SUBCONTRACTS:

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

VI. COMPLAINTS AND HEARINGS; TERMINATION AND DEBARMENT:

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

Covered Employer:					
Address:					
Phone Number:			Local Contact:		
Proposal/Contract Number:			Address:		
Contract Amount:			Phone Number:		
Department Served:					
Brief Description of Service Provided:					
Please check one: By signing below I hereby certify that the covered employees listed below:					
A. ___ Receive a minimum pay of \$ _____ per hour and are provided health benefits valued at \$ _____ per hour.					
B. ___ Receive a minimum pay of \$ _____ per hour and are not provided health benefits.					
Provide names of employees and job classifications providing covered services for the above referenced contract:					
Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>
(Attach additional sheets in the format above, if needed)					
I, _____, _____ of _____ hereby attest that (Name) (Title) (Company)					
(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that it shall:					
Pay all employees working on this contract/project, who are covered by the Broward County Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;					
Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and					
(IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended.					
_____ Signature					
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of 200__					
STATE OF _____		COUNTY OF _____			
_____ Notary Public		My commission expires: _____ (Print, type or stamp commissioned name of Notary Public)			
Personally Known _____ or Produced Identification _____					
Type of Identification Produced: _____					

**Attachment S - (CONTINUED)
Living Wage Ordinance**

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

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

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____
Company Address: _____
City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND CONTRACT INFORMATION

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

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

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

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

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

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

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, _____ of _____ hereby
attest that (Name) (Title) (Company)

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

Signature

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of 20____

STATE OF _____ COUNTY OF _____

Notary Public

My commission expires: _____
(Print, type or stamp commissioned name of Notary Public)

Personally Known _____ or Produced Identification _____ Type of Identification Produced: _____



Attachment T - Draft Airport Shuttle Bus and Other Ground Transportation Services

Add hyperlink to draft agreement

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