



Broward County Aviation Department

2200 SW 45th Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

# ATTENTION

Dear Vendor:

Thank you for your interest in doing business with Broward County at the 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 submittal 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 Purchasing Division's website, <http://www.broward.org/purchasing> which can be accessed by selecting Current Solicitations. Please read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation. **It is the responsibility of all potential vendors to monitor the Purchasing Division's website for any changing information prior to submitting their reply.**

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

Sincerely,

Kent G. George, A.A.E  
Director of Aviation



**TABLE OF CONTENTS**

**DESCRIPTION OF PROCUREMENT/GENERAL INFORMATION ..... 3**

**SUBMITTAL INSTRUCTIONS .....7**

**DESCRIPTION OF THE SELECTION PROCESS .....9**

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR RESPONDENTS .....14**

**NOTICE TO RESPONDENTS .....17**

**DEFINITION OF A RESPONSIVE SUBMITTAL.....17**

**DEFINITION OF A RESPONSIBLE RESPONDENT ..... 19**

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) -  
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS .....20**

**CRITERIA FOR BREAKING TIES .....23**

**ATTACHMENT 1, Minimum Experience Requirements .....24**

**ATTACHMENT 2, Evaluation Criteria .....25**

**ATTACHMENT 3, Office Of Economic And Small Business Development Forms.....39**

**ATTACHMENT 3A, DBE/ACDBE Letter of Intent .....40**

**ATTACHMENT 3B, DBE/ACDBE Application for Evaluation and Good Faith Effort.....41**

**ATTACHMENT 4, Location Maps .....42**

**ATTACHMENT 5, Insurance Requirements (Sample Certificate of Insurance) .....43**

**ATTACHMENT 6, Drug Free Workplace Policy Certification.....44**

**ATTACHMENT 7, Scrutinized Companies List Certification .....46**

**ATTACHMENT 8, Non-Collusion Statement Form.....48**

**ATTACHMENT 9, Cone of Silence Certification.....49**

**ATTACHMENT 10, Lobbyist Registration - Certification .....51**

**ATTACHMENT 11, Litigation History .....53**

**ATTACHMENT 12, Vendor's List (Non-Certified Subcontractors and Suppliers Information) ...55**

**ATTACHMENT 13, Commitment Statement: Uninterrupted Services, Worker Retention ..... 57**

**ATTACHMENT 14, Scope of Services.....59**

**ATTACHMENT 15, Form Agreement ..... 62**



**REQUEST FOR LETTERS OF INTEREST (RLI)  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

***DESCRIPTION OF PROCUREMENT/GENERAL INFORMATION***

Pursuant to the Broward County Administrative Code, Chapter 26, Operational Policy, Aviation, the Broward County Board of County Commissioners (Board) invites qualified firms to submit Letters of Interest and statements of qualifications and experience for consideration to provide services on the following project:

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**The Opportunity:**

Broward County (County), through this Request for Letters of Interest (RLI) process, is seeking a qualified firm to provide a new, "Bumper-to-Bumper," parking and passenger transportation service (Bumper-to-Bumper Service) originating from Fort Lauderdale-Hollywood International Airport's (Airport) Airport Economy Parking lot (AEP). The selected firm shall have the non-exclusive right for the management of the AEP and all associated passenger transportation services required to perform the Bumper-to-Bumper Service, including furnishing and operating courtesy vehicles for the round trip transportation of passengers 24 hours a day, 7 days a week between the AEP and all Airport Terminals. Additional details are described in the provisions of this RLI.

The Airport's AEP, as part of the Airport's parking program, is currently managed by SP Plus Corporation, with continuous scheduled shuttle services between such parking lot and the Airport Terminals provided by Keolis Transit America, Inc. The AEP is comprised of 3,637 surface parking spaces and it is located approximately 2 miles west of the Airport on SW 42nd Street in Dania Beach, Florida. On the commencement of the services awarded pursuant to this procurement, the AEP will be removed from the aforementioned existing contracts.

In accordance with 49 CFR Parts 23 and 26, the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program shall apply to the contract awarded pursuant to this procurement. The selected Operator 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.



The Selection Negotiation Committee (SN Committee) will present to the single selected Operator a standard agreement (Agreement) and the SN Committee may or may not choose to negotiate the management fee or to make other changes to the Agreement. The Agreement will be subject to approval by the Board.

**Airport Description:**

Fort Lauderdale-Hollywood International Airport (Airport) is located in South Florida in the heart of Greater Fort Lauderdale's Gold Coast. 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.

In 2014, the Airport ranked 21st in the United States in total passenger traffic and 14th in terms of domestic origin and destination passengers. With over 600 flights a day, the Airport offers non-stop service to more than 70 U.S. cities and international service to Canada, the Bahamas, the Caribbean, Mexico, Latin America, and Europe. The Airport served 20 million domestic and 4.7 million international travelers. This world-class facility is the heart of a thriving global transportation network. Its growth has been fueled by a booming cruise market and the growth of international trade and tourism. Broward County's 23 miles of attractive beaches are an easy walk from hotels, restaurants and activities. The Airport's unique location, which is less than two miles from Port Everglades, makes it the closest airport/seaport connection in the nation.

Strategically located in the heart of the South Florida region, the Airport is one of the economic engines that drive Broward County and provides 37,000 jobs and generates \$13.2 billion annually for the local economy.

**Background Information:**

The County is moving forward with an initiative to augment the Airport's economy parking by providing Bumper-to-Bumper Service, where parking patrons are guided to the next available parking space in the Airport's AEP and transported to the Airport Terminals, and then returned to their vehicles at the conclusion of their trip.

The County's intent is to provide an alternative to transportation of passengers that offers both flexibility and enhanced, personalized, customer service.

Currently passengers wait at designated stops and are transported via full size, shuttle buses that are dispatched at predetermined intervals. The AEP is located approximately 2.3 miles west of the Airport on 42nd Street in Dania Beach, Florida. A typical shuttle route originates from the AEP and transports passengers to the Airport Terminals via the Airport's North Perimeter Road, and a return trip reverses that route. A typical trip takes about 20 – 30 minutes depending on traffic conditions. The maximum wait time is currently set at 15 minutes. However, the Broward



County Aviation Department anticipates the maximum wait time would be reduced for the Bumper-to-Bumper Service.

Included in this RLI are historical data, providing the monthly number of transactions at the AEP for the past five (5) years. Also attached are location maps showing the AEP. Pick up/drop off locations at the Airport Terminals and the location of the AEP are subject to change from time to time.

**Services:**

The selected Operator shall be required to manage the AEP, as well as furnish and operate courtesy vehicles for the round trip transportation of passengers 24 hours a day, 7 days a week between the AEP and all Airport Terminals.

The selected Operator shall prepare and maintain an approved Management and Operations Plan for the provision of the following services:

1. Efficient management of guided parking and dispatch of courtesy vehicles at the AEP.
2. Passenger transportation services between the AEP and Airport Terminals.
3. The Operator must implement a 24-hour operation for the pick-up, transport and drop off of Airport passengers between the AEP and all Airport Terminals. The Operator shall determine the number of vehicles necessary to be in service to operate the Bumper-to-Bumper Service with a maximum passenger waiting time at the AEP and the Airport Terminals as established by the Aviation Department. The number of courtesy vehicles in service must be commensurate with the demand at any time of the day to ensure that no passenger is without transportation longer than the maximum waiting time established by the Broward County Aviation Department.
4. Courtesy vehicles should leave the AEP within 5 minutes of picking up the first passenger, whether or not the courtesy vehicle is full.
5. Additional parking locations/spaces offering the Bumper-to-Bumper Service may be added in the future, in the County's discretion.

**Desired Service Concept:**

1. A passenger entering the AEP will be met at the point of entry by a designated greeter who will furnish the passenger with the parking ticket and direct the passenger to the appropriate parking aisle.
2. The passenger will proceed down the active parking aisle as directed by a lighted mobile sign and/or a designated flag person in order to maintain an orderly and confined parking area.



3. The passenger will then be directed into the next available parking space by a designated parking attendant.
4. Passengers will be picked up, at their vehicle, and conveyed to the desired terminals.
5. A courtesy vehicle should always be waiting in the designated pick up areas at the Airport Terminals. The courtesy vehicle should leave the pick-up area within five minutes of the first passenger boarding, whether or not the vehicle is full, and an empty vehicle should arrive at the pick-up zone immediately after the loaded vehicle departs the designated pick up zone. Arriving and departing courtesy vehicles must report their positions to the dispatcher at established reporting points along the route or as determined necessary by the County.
6. Upon arrival at the AEP, the courtesy vehicle will drop off all passengers at their parking spaces, before picking up passengers in the AEP. Once the last passenger is dropped off, the courtesy vehicle driver will report to the dispatcher that the driver is ready to pick up passengers in the AEP or return to the Airport Terminal pick up areas.

**Historical Data:**

Parking Transactions for AEP:

Month	Transactions	Month	Transactions	Month	Transactions
Sep-13	9,867	May-14	10,426	Jan-15	9,165
Oct-13	9,658	Jun-14	10,401	Feb-15	8,737
Nov-13	8,533	Jul-14	11,183	Mar-15	10,369
Dec-13	11,125	Aug-14	9,747	Apr-15	9,775
Jan-14	8,423	Sep-14	10,208	May-15	12,384
Feb-14	7,145	Oct-14	10,467	Jun-15	11,736
Mar-14	9,103	Nov-14	10,725	Jul-15	12,228
Apr-14	8,035	Dec-14	10,784	Aug-15	11,717

Number of Courtesy Shuttle Trips for AEP:

The shuttles currently operate an average of 3,116 hours per month, which equates to 7,000 – 8,000 trips per month. However, under this procurement, the Aviation Department expects smaller vehicles to operate to and from the AEP at a more frequent basis.



**Agreement:**

The Selection Negotiation Committee (SN Committee) will present a single standard agreement (Agreement) to the selected Operator and the SN Committee may or may not choose to negotiate the management fee or to make other changes to the Agreement. The Agreement will be subject to approval by the Board. The Form Agreement is attached to this solicitation document (**Attachment 15**).

**SUBMITTAL INSTRUCTIONS**

- This solicitation is open to the general marketplace.

Interested firms may supply requested information in the "Evaluation Criteria" section (**Attachment 2**) 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 firm responding to this RLI (Respondent), shall be the entity who will be entering in to an agreement with Broward County to provide the services identified above for this project. Respondent 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 nine (9) CDs or DVD's containing the following files:**

1. A single PDF file that contains your entire response with each page of the response in the order as presented in the RLI document, including attachments.
2. Responses to the Evaluation Criteria questions and all attachments 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).

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 REQUIRED THAT EACH CD OR DVD BE LABELED WITH THE RESPONDENT'S COMPANY NAME, RLI NUMBER AND TITLE, AND THEN PLACED IN AN INDIVIDUAL DISC ENVELOPE.**

**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 RLI should be sealed listing the following information:**



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**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01  
AIRPORT REMOTE PARKING AND ENHANCED LOCATION  
SPECIFIC, ROUND TRIP, BUMPER-TO-BUMPER  
PASSENGER 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 CD's or DVD's are consistent and accurate. If there is a discrepancy, the information provided in the written response shall govern.

Broward County Aviation Department (the Aviation Department) must receive submittals no later than **4:30 pm, Tuesday, March 1, 2016**. The Aviation Department will not accept electronically transmitted, late, or misdirected submittals. If fewer than three interested firms respond to this solicitation, the Director of Purchasing may extend the deadline for response submittals by up to four (4) weeks. Submittals will only be opened following the final submittal due date.

**The RLI response (including requested materials) should be delivered to the following address:**

**Broward County Aviation Department  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312  
ATTN: Dedrie Registe, [dregiste@broward.org](mailto:dregiste@broward.org)**

**Pre-Response Conference/ Tour:**

A **Pre-Response Conference/ Tour**, which will include a tour of the proposed locations, will be held on **Wednesday, January 20, 2016 at 9:00 a.m.** at the following location: Broward County Aviation Department, 2200 SW 45<sup>th</sup> Street, Suite 101, Dania Beach, FL 33312, Cabot Building, First Floor Conference Room.

Attendance at the pre-response conference is strongly recommended to allow Respondents the opportunity to clarify any concerns they may have regarding the solicitation.

**Inquiry Period:**

The Inquiry Period is: **Tuesday, February 3, 2016** through **Tuesday, February 23, 2016 at 4:30 p.m.** All inquiries regarding this RLI 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 (Americans with Disabilities Act) accommodations, as discussed below. Following the end of the inquiry period,





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one or more addenda will be issued to respond to all substantive inquiries. No individual responses to inquiries will be provided.

**The Contact for Additional Project Information is as Follows:**

Project Manager: Dedrie Registe  
Address: Broward County Aviation Department  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

Copies of the Request for Letters of Interest may be obtained from the Aviation Department at the above address. This Request for Letters of Interest is also available for downloading from the Internet at [www.broward.org/Purchasing](http://www.broward.org/Purchasing).

**Accommodations for Disabled Persons:**

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 RLI because of that disability shall contact Ms. Dedrie Registe not later than five (5) days prior to the proceeding. Dedrie Registe may be contacted at the Aviation Department, 2200 SW 45<sup>th</sup> Street, Suite 101, Dania Beach, FL 33312, telephone number (954) 359-2453; (954) 831-3940 via Florida Relay Service for TTY Service.

***DESCRIPTION OF THE SELECTION PROCESS***

A Selection Negotiation Committee (SN Committee) will be responsible for recommending to the Board the most qualified firm for this Bumper-to-Bumper Service. It is anticipated, but not required, that the process for this procurement will proceed in the manner set forth below.

**Review of Written Submittals and Other Matters:**

Written submittals should be limited to a maximum of fifty (50) pages, excluding financial information, contracts, litigation and other contract dispute information. Attached to this RLI is a list of Minimum Experience Requirements and Evaluation Criteria that will be used by the agency staff to prepare an analysis of the capability of each Respondent. These tools may be analyzed by the SN Committee in making its decision regarding eligibility to participate.

The SN Committee reserves the right to reject any and all responses and to waive any irregularities or technicalities. County staff and/or the SN Committee have the right to inspect the facilities and organization of any Respondent, to make inquiries, to ask for further information, or to take any other action to determine ability to perform in accordance with the RLI and the



Agreement. The SN Committee shall have the right to extend the date for the receipt of responses and all other dates set forth in this RLI. The County, through its SN Committee, has the right to increase, decrease and adjust the scope of services hereunder, as is required by its best interests.

**Technical Staff Participation/Review Responses:**

After the closing date of the RLI, the Aviation Department's technical staff will review and summarize the responses for the SN Committee. Technical staff will have only such authority as may be delegated by the SN Committee 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 Experience Requirements" and the items described in the "Evaluation Criteria" section of this RLI. It also contains the results of staff research and reviews of responses. The matrix is a tool that the SN Committee may use in its decision-making process.

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

**Short-Listing:**

The SN Committee will meet to create a short-list of the most qualified firms. The matrix and analysis report prepared by technical staff is a tool that the SN Committee 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.

**Cone of Silence:**

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



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

**Presentations/Interviews/Ranking:**

Each of the short-listed firms will have an opportunity to make an oral presentation to the SN Committee on the firm's approach to this project and the firm's ability to perform. The SN Committee may provide a list of subject matter for discussion. The firms will have equal time to present but the actual question-and-answer time allowed may vary. A copy of the presentation (hard copy, DVD, CD or a combination of both) should be given to the Project Manager at the presentation meeting to retain in the files. The SN Committee will vote on the ranking of the firms and a motion will be placed before the Board to approve the ranking.

**Negotiation and Award:**

If the Board approves the ranking results, the SN Committee, or if delegated authority by the SN Committee, staff will attempt to negotiate a contract with the first ranked firm. **At least one of the negotiators participating in the negotiations for the firm must be authorized to bind the firm.** If an impasse occurs, the SN Committee may cease negotiation with that firm and begin negotiation with the next-ranked firm. The final negotiated contract will be presented to the Board for action. The contract award shall be made by the Board, which may approve or reject the agreement.

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

The Broward County Purchasing Division's website is the location for the County's posting of solicitations and contract award results. It is the obligation of each Respondent to monitor the website in order to obtain complete and timely information.

Purchasing Division website: <http://www.broward.org/purchasing>

**Protest:**

Sections 21.118 through 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Respondent intends to protest a solicitation or proposed award of a contract. Sections 21.118 through 21.120 of the Broward County Procurement Code are applicable to this procurement and are incorporated herein by this reference. Such provisions state in part the following:

- (a) Any protest concerning the bid 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 specifications or requirements is a waiver of the ability to protest the specifications or requirements.



- (b) Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the bid opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (c) Any actual or prospective vendor who has a substantial interest in and is aggrieved in connection with the solicitation or 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) A business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest. Any basis or ground for a protest not set forth in the filed protest shall be deemed waived.
- (e) Protests arising from the decisions and votes of a SN 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 Broward County written guidelines. Any allegations of misconduct or misrepresentation on the part of a competing vendor shall not be considered a protest, but will be reviewed and, if considered appropriate in the County's sole discretion, used for purposes of evaluating the responsibility or qualifications of the vendor.
- (f) As a condition of initiating any RLI protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

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

The estimated contract amount should be based upon the proposed management fee submitted by the Respondent. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

The filing of a protest shall not stop the solicitation, negotiation, or contract award process, unless it is determined by the Director of Purchasing, in consultation with the Office of County Attorney, that such is in the best interest of the County.



**Rejection of Responses:**

The SN Committee 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:**

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: *[insert the name of the Respondent]*; Attachment to Proposal Package, "RLI #20150901-0-AV-01 – Confidential Matter."

The firm must identify the specific statute that authorizes the exemption from the Florida Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and must 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 determination that the response is non-responsive. Furthermore, Respondent's failure to provide the information as instructed may lead for the information to become public.

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 SN Committee because the SN Committee will be unable to talk about the details of the confidential material(s) at the public SN Committee meeting.

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:

- 11 Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- 12 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, Florida Statutes, or as otherwise provided by law;



- 13 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
- 14 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 from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.

**Copyrighted Materials:**

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

**Right of Appeal for Non-Responsiveness:**

Any vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the SN 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 SN Committee.

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 that 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. In the event of any conflict between the provisions of this RLI and the provisions of County's Procurement Code, the provisions of the Procurement Code shall control.

***GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR RESPONDENTS***

**Inquiries/Interpretations:**

All Respondents shall carefully examine the RLI 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 Respondent will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RLI documents, including the attached Form Agreement (**Attachment 15**), must be requested 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 RLI.

**Addenda:**

Should revisions to the RLI documents become necessary, the County will post addenda information on the County's website. All Respondents should periodically check the County's website at (<http://www.broward.org/purchasing>) or periodically contact the Aviation Department for addenda information. Failure to do so may result in the Respondent submitting 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 RLI. Respondent understands that this RLI does not constitute an agreement or a contract between the Respondent and the County. Respondent should prepare its responses simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RLI.

**Accuracy of Response Information:**

By responding and signing the response, the Respondent attests that the information submitted to the County is true, correct and accurate. The Respondent also agrees that any false, inaccurate, misleading, exaggerated, or incorrect information provided as part of its 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's Risk Management and will be included in the Agreement and updated as necessary prior to Board approval of the awarded Agreement.**

Although it is not necessary to have insurance in effect at the time of response to this RLI, as part of its response, Respondent must provide either a letter from its 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 5**) to this RLI, or a sample insurance certificate from its carrier indicating the same. Please note that these insurance coverage amounts are minimums. Respondent may carry higher limits, at Respondent's option, but Respondent may not carry lower limits. The letter from Respondent's 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. Proof that all required



insurance is in effect shall be submitted for review and approval by Broward County's Risk Management, prior to the execution of the final Agreement by the Respondent and the Board.

**Administrative Code:**

The sections of the County's Procurement Code (i.e. Chapter 21, Broward County Administrative Code) that are referred to in this RLI apply to this RLI. Also provisions of the County's Airport Concession Policy (i.e. Parts I and II, Chapter 26, Broward County Administrative Code) apply to this RLI.

**Advertising:**

In submitting a response, Respondent 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.

**Governing Law:**

The Agreement shall be governed by the laws of the State of Florida, and the venue for any legal action shall 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:**

<b>RLI Advertised Date:</b>	Monday, December 7, 2015
<b>Pre-Response Conference/ Tour:</b>	Wednesday, January 20, 2016
<b>Last Day to Submit Response:</b>	Tuesday, March 1, 2016
<b>RLI Open Date:</b>	Wednesday, March 2, 2016
<b>Short-Listing Meeting:</b>	Tuesday, May 3, 2016
<b>Presentation Ranking Meeting:</b>	Tuesday, May 24, 2016

If three (3) or fewer responses are received, a combination short-listing and presentation and ranking meeting may be held.

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





**\*\*\*NOTICE TO RESPONDENTS\*\*\***

**Respondents are invited to pay strict attention to the following requirements of this RLI. The information being requested in this section is going to be used by the Selection Negotiation Committee (SN Committee) during the selection process and further consideration for the contract award. Please be aware that Respondents have a continuing obligation to provide the County with any material changes to the information being requested in this RLI.**

***DEFINITION OF A RESPONSIVE SUBMITTAL***

In accordance with Broward County Procurement Code Section 21.8.b.65 a responsive submittal means a person who has submitted a response which conforms in all material respects to a solicitation. The submittal must be on the required forms, must contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation to be included as part of the submittal.

**Responsiveness Criteria:**

**Failure to provide the information required including completion of required forms at the time of submittal opening may render the submittal non-responsive. In accordance with Broward County Procurement Code Section 21.83.d, the SN Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities that is in the best interest of the County.**

**1. Respondent's Proposed Management Fee**

Respondent must provide its proposed Management Fee (**Attachment 2**).

**2. Thoroughness of Response**

The Respondent must respond to EVERY item in the Evaluation Criteria (**Attachment 2**). If a specific item does not apply to Respondent, then the Respondent must reply with "N/A" or "No" or "None" (or some similar wording). Ignoring any one or more item may result in the Respondent's submittal being found non-responsive and removed from further consideration.

**3. Vendor's List (Non-Certified Subcontractors and Suppliers Information)**

The Vendor's List form (**Attachment 12**) should be submitted with the Respondent's response to the RLI. However, it must be submitted within five (5) calendar days following the County's request. Please provide the information for any subcontractors and major suppliers who will provide a service to the County for this solicitation. A failure to provide

this item may result in the Respondent's submittal being found non-responsive and removed from further consideration.

#### **4. Lobbyist Registration – Certification**

The Respondent must complete the Lobbyist Registration – Certification, form (**Attachment 10**), to indicate whether it has or has not retained any lobbyist. This form must be completed and returned with the response. A Respondent who has retained any lobbyist to lobby in connection with a competitive solicitation shall be deemed non-responsive unless each lobbyist firm that Respondent has retained, in responding to the competitive solicitation, certifies that such lobbyist has timely filed the registration or amended registration required under Section 1-262, Broward County Code of Ordinances. If the Respondent is awarded a contract in connection with this solicitation, and if after such award, the County learns that the Respondent's certification (**Attachment 10**) was erroneous, and upon investigation, the County determines that the error was willful or intentional on the part of the Respondent, the County may, on that basis, exercise any contractual right to terminate the Respondent's contract for convenience.

#### **5. Joint Venture Required Submittal**

If a Respondent is a joint venture, the Respondent should provide evidence with its submittal 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 this documentation is not provided with the Respondent's submittal, the joint venture will be 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 and removed from further consideration.

#### **6. Insurance Submittal**

Respondent must supply the insurance certificate or letter as specified in Section 6 of the Evaluation Criteria (**Attachment 2**), with its submittal. The Respondent's insurance must meet the requirements set forth (**Attachment 5**). Failure to supply this information may result in the Respondent's submittal being found non-responsive and removed from further consideration.

#### **7. Financial Information**

The financial information required by this procurement document must be provided by Respondent as part of its submittal. Although the review of a Respondent's financial information is an issue of responsibility, failure to provide the financial documentation or to correctly assert a confidentiality claim pursuant to the Florida Public Records Law, in

accordance with this RLI and the solicitation requirements as stated in the Evaluation Criteria may result in the Respondent's submittal being found non-responsive and removed from further consideration (see Paragraph 3 of **Attachment 2**, and the "Public Records and Exemptions" provision in this RLI's "Description of the Selection Process").

## 8. Litigation History

**Litigation History (Attachment 11)** must be completed and returned with the response. Although the review of a Respondent's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in the Respondent's submittal being found non-responsive and removed from further consideration.

### ***DEFINITION OF A RESPONSIBLE RESPONDENT***

In accordance with Broward County Procurement Code Section 21.8.b.64, a responsible Respondent means a Respondent who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

### **Responsibility Criteria:**

**The following criteria will be reviewed by the SN Committee and used to determine the responsibility of the Respondent. A failure to complete and/or satisfactorily address any of these criteria may result in a determination of non-responsibility by the SN Committee or the Board.**

1. Respondent must meet or exceed the Minimum Experience Requirements (**Attachment 1**).
2. Respondent's responses to **Attachment 2**, Evaluation Criteria.
3. Respondent must be financially capable of performing the work and making the investment required under the contract contemplated under this RLI.
4. Respondent's Litigation History (**Attachment 11**).
5. Respondent's Non-Collusion Statement Form (**Attachment 8**), Scrutinized Companies List Certification (**Attachment 7**), Cone of Silence Certification (**Attachment 9**), Drug Free Workplace Policy Certification (**Attachment 6**), and Commitment Statement Regarding Uninterrupted Services, Worker Retention (**Attachment 13**).
6. Respondent must be capable of obtaining all licenses necessary to conduct the business that it proposes in its response.
7. Respondent must be capable of providing required insurance coverage (**Attachment 5**).
8. Respondent, its principals, officers, or predecessor organizations may not have been debarred or suspended from bidding by any government during the last five (5) years.



9. Respondent must provide not less than three (3) positive references for its operations, and County staff investigations may not find any instances of significant legal or contractual problems for Respondent's operations at airports.
10. Respondent must provide three (3) references that can attest to the positive financial position of the Respondent and County staff investigations may not find any issues of significant financial issues that might impact the Respondent's ability to make its required financial investment and run its operations at the Airport.
11. The Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Requirements stated below are considered responsibility criteria.

**Additional Responsibility Criteria:** At any time prior to award, the awarding authority may find that a Respondent is not responsible to receive a particular award. The awarding authority may consider the following factors (as well as those stated above), without limitation: debarment or removal from the authorized vendor's list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Respondent has breached or failed to perform a contract, claims history of a Respondent, performance history on a one or more of County contracts, an unresolved concern, or any other cause under: the County's Administrative Code, the County's Code of Ordinances, or Florida law for evaluating the responsibility of an Respondent.

***AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT REQUIREMENTS***

In accordance with 49 CFR Part 23 and Part 26, the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program shall apply to this contract. All persons or entities responding to this 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.

<b>Business Enterprise Category</b>	<b>Assigned Goal</b>	<b>Participation</b>
<b><u>Airport Concession Disadvantaged Business Enterprise (ACDBE)</u></b>		<b>12%</b>

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 3A**) 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 3B**). 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-bid 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 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, Respondent 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. Respondent shall be required to comply with any and all additional applicable provisions of 49 CFR Parts 23 and 26. Respondent 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:
  - i. Nondiscrimination; Remedies - The Operator or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Operator shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of contracts subject to USDOT requirements. Failure by the Operator 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 Operator 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 Operator 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 Operator 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 Part 23 and Part 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 Operator and/or subcontractors are complying with the requirements of the ACDBE Program. Failure of the Operator to comply with this provision may result in the County imposing penalties or sanctions pursuant to the provisions of the 49 CFR Part 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 subcontractors 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 Operator and its subcontractors. Operator 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:

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

### **CRITERIA FOR BREAKING TIES**

In the event of a deadlock among the members of the SN Committee, tie-breaker criteria, as outlined herein, will be considered.

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



**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP, BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 1  
MINIMUM EXPERIENCE REQUIREMENTS**

To be considered as an Operator for the Bumper-to-Bumper Services at the Fort Lauderdale-Hollywood International Airport, the Respondent must meet or exceed the Minimum Experience Requirements set forth below:

1. The Respondent or at least one of its joint venture principals shall be in continuous existence in the last 5 years and shall have experience for at least 3 years in one or more of the following types of "parking/shuttle operations":

Operating public parking facilities at one or more airports or comparable facilities, providing for such facility both: (i) parking lot management services, and (ii) shuttle services between patrons, vehicles and the terminal curbside.

2. The Respondent or at least one of its joint venture principals shall have experience for at least 3 years with "state of the art" real time devices and computerized revenue control systems programmed to process multiple rate classifications for a parking operation.

3. For each operation that satisfies the experience requirements in 1, above, such operation for each of the identified 3 years must have met the following criteria:

(i) Operated a parking lot or garage with a minimum of 1,000 spaces - providing management and shuttle services.

(ii) Such facilities must have been open 24 hours a day; seven days a week; 365 days a year.

(iii) At least one of such combined parking and shuttle operations shall have generated annual gross revenues to the owner of the facility of not less than \$2 million during one annual period.





**NOTE: the County will consider the experience of the Respondent or a principal of Respondent, and in the event of a joint venture or partnership, anyone of the companies or principals of any of such companies forming the joint venture or partnership such as, majority shareholder, majority partner, corporate officer, franchisee, parent company, etc. (collectively, "principals").**

**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 2  
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 the Respondent 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."

***Project-Specific Criteria***

**The Respondent shall submit the following documentation and information for evaluation by the SN Committee. All information shall be presented in the same order and submitted on Attachment 2 "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.**

**1. Proposed Management Fee:**

The Annual Management Fee proposed by Respondent must be set forth below:

**Enter proposed annual Management Fee for first contract year:**

**\$ \_\_\_\_\_ \***

\*The Annual Management Fee for each contract year following the first contract year may be increased by the lesser of any increase in the CPI or 3% of the prior annual management fee.

\*\*The Respondent should refer to Article V of the Form Agreement with respect to identification of items that are considered to be Reimbursable Expenses by the



County to the Operator. Any expense items that are not identified in the Form Agreement as Reimbursable Expenses will be the responsibility of the Operator and will not be reimbursed by the County.

**2. Company Profile and References:**

- a. Supply legal firm name of Respondent, headquarters address, local office addresses, state of incorporation (i.e., corporation, partnership, joint venture, etc.):

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- b. Principal Office Address of Respondent:

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- c. Telephone Number(s):

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- d. Fax Number and E-mail Address:

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- e. Primary Contact Person(s) and Title:

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- f. Supply the Respondent's federal ID number and Dun and Bradstreet Number:

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- g. Is the Respondent legally registered pursuant to the requirements of the Florida Statutes, for doing business in the State of Florida?

YES                       NO

- h. Provide a brief company history and organizational chart including hierarchy and proposed staffing for the Bumper-to-Bumper Services at the Airport.

- i. Provide not less than three (3) positive references for its operations at other sites.



- j. Provide not less than three (3) references that can attest to the positive financial position of the Respondent.

3. **Financial Requirements:**

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 to the SN Committee that the response is non-responsive.

Each firm shall submit its most recent two (2) years of financial statements (including, at minimum, Balance Sheets, Statements of Earnings, and Statements of Cash Flow) 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 RLI, the firm must fully disclose the information for all years available; provided, however, that if the firm has been in business for less than the required number of years, then the firm must disclose for all years of the required period that the firm has been in business, including any partial year-to-date financial statements.

The County may consider the unavailability of the most recent year's financial statements and whether the firm acted in good faith in disclosing the financial documents in its evaluation.

Any claim of confidentiality on financial statements should be asserted at the time of submittal.

**Note: If the Respondent is putting forth a claim of confidentiality, the financial statements should be submitted in a separate bound document labeled:**

"Name of Firm: *[insert the name of the Respondent]*, Attachment to Proposal Package, RLI #20150901-0-AV-01 – Confidential Matter."

**The Respondent must identify the specific statute that authorizes the exemption from the Florida Public Records Law. CD or DVD discs included in the submittal must also comply with this requirement and must separate any materials claimed to be confidential.**

Failure to provide this information at the time of submittal may result in a recommendation to the SN Committee that the response is non-responsive. Furthermore, Respondent's failure to provide the information as instructed may lead for the information to become 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.**

4. **Litigation History and Other Contract Dispute Information:**

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

- a. A similar type of work that the Respondent is seeking to perform for the County under the current solicitation;
- b. An allegation of negligence, error or omissions, or malpractice against the Respondent or any of its principals who would be performing work under the current solicitation;
- c. A default, termination, suspension, failure to perform, or improper performance in connection with any contract by the Respondent or any of its principals who would be performing work under the current solicitation;
- d. The financial condition of the Respondent (and any of its principals who would be performing work under the current solicitation), including any bankruptcy petition (voluntary and involuntary) or receivership; or
- e. A criminal proceeding or hearing concerning business-related offenses in which the Respondent (or any of its principals who would be performing work under the current solicitation), and including officers, were/are defendants.
- f. Notwithstanding the descriptions listed in paragraphs (a) – (e) 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 Respondent, or any of its principals.
- g. For each material case, the Respondent is required to provide all information identified, on the "Litigation History" form (**Attachment 11**).
- h. Respondent is also required to disclose any and all case(s) that exist between (i) the Respondent and any of its principals, or (ii) the Respondent and any of the subcontractors proposed to provide services under this procurement.



**Note: Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Respondent being deemed non-responsive. Prior to making such determination, the Respondent will have the ability to clarify the submittal and to explain why an undisclosed case is not material.**

- (i) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, 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.

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- (ii) 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.

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- (iii) 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.

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- (iv) Has the interested firm, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years?

If yes, provide details.

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, provide further details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



5. **Legal Requirements:**

**Provide answers below. If Respondent is submitting a response as a joint venture, Respondent 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 in the Respondent's submittal can be found is acceptable.**

- a. **Standard Agreement Language:** Identify any standard terms and conditions with which the interested firm cannot agree. The Form Agreement for the resulting contract is attached to this RLI as **Attachment 15**. Does the Respondent agree with the standard conditions and terms of the Form Agreement?

**YES (Agree)**     **NO**

If no, Respondent must specifically identify the terms and conditions with which Respondent is taking exception since they will be discussed with the SN Committee. Please be aware that taking exceptions to the County's standard terms and conditions may be viewed unfavorably by the SN Committee and ultimately impact the overall evaluation of Respondent's submittal.

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- b. **Cone of Silence:** The firm(s) submitting is expected to sign and notarize the Cone of Silence Certification (**Attachment 9**). The Respondent must identify any violations of this ordinance by any members of the responding firm or its joint ventures - which violations shall be identified in the Cone of Silence Certification.

The County's "Cone of Silence" ordinance prohibits certain communications among Respondents (or their representatives) and County staff or SN Committee members upon the SN Committee appointment and until award of the contract. For communications with any County Commissioner or Commission Staff, the "Cone of Silence" ordinance allows communications until the short-list of SN Committee. After the application of the Cone of Silence, inquiries regarding this RLI should be directed to the Project Manager. The Cone of Silence terminates when the Board or other awarding authority takes action which ends the solicitation.

- c. **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 firm or its joint ventures.

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- d. **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 Respondent 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.

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- e. **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 7**) and should be completed and submitted with Respondent's proposal but, in any event, this certification form must be completed and submitted prior to award.

- f. **Non-Collusion Form:** Respondent shall complete and attach the Non-Collusion Statement Form (**Attachment 8**). The Respondent shall disclose on the Non-Collusion Statement Form to the best of their knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1), Florida Statutes, who is an officer or director or, had a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, 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.

6. **Insurance Requirements:**

A sample Certificate of Insurance is attached (**Attachment 5**). 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 either: certificates indicating that the Respondent currently carries the type of insurance specified; or, if the Respondent does not currently carry the required limits, then the Respondent shall submit a letter from its 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 submit proof of all required insurance to Risk Management for review and approval and all insurance shall be in effect prior to the execution of the final Agreement by the Respondent and the Board.

7. **Experience Requirements (please refer to the Minimum Experience Requirements, Attachment 1):**

**NOTE: the County will consider the experience of the Respondent or a principal of Respondent, and in the event of a joint venture or partnership, anyone of the companies or principals of any of such companies forming the joint venture or partnership.**

**Please provide the information requested below and identify for each answer whether the specified experience or answer pertains to Respondent or a principal of Respondent. If held by a principal, provide the principal's name and the relationship of the principal to the Respondent (i.e., majority shareholder, majority partner, joint venture partner, corporate officer, franchisee, parent company, etc.):**

- a. Have any agreements held by Respondent or principal of Respondent ever been terminated or canceled?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide further details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





- b. Has the Respondent or principal of Respondent that is identified to provide services for this Bumper-to-Bumper Service management agreement ever been sued for issues pertaining to fee payment and/or performance?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide further details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Has the Respondent and any principal of Respondent been the subject of any investigations of any State, Federal or local government or agency within the past five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide further information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- d. Has the Respondent or any principal of Respondent ever had a contract terminated for default, or ever been removed from a contract? If so, where and why? Also specify the nature of the default or reason for removal.

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

- e. Identify the facility(ies) that Respondent or a principal of Respondent have operated that satisfy or exceed the minimum experience requirements. As to each facility, provide name, location, type of facility and number of consecutive years operating such facility [stating starting year and ending year]. NOTE: For each facility listed the experience must have been in the provision of **both** parking management for the facility and shuttle services to and from the facility in the manor contemplated by this procurement.

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

- f. For each facility identified in item (e) above, state the type of parking and shuttle services (i.e., airport facilities or other type of facility) and type and number of shuttle vehicles used. Also identify the number of parking spaces, the hours of operation and days of the week of operation. Please state in your descriptions of the services provided whether the service was performed on a fixed route with fixed shuttle stops; trunk to terminal; or other service model.



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- 
- g. For each facility identified in item (e) above, provide annual gross revenues for the facility for the three most recent years operated by the Respondent or a principal of Respondent.
- 
- 
- h. For each facility identified in item (e) above, provide verifiable contact information, including name, phone number and email.
- 
- 
- i. For each facility identified in item (e) above, described the "state of the art" real-time devices and computerized revenue control systems programmed to process multiple rate classifications that are used at such facility.
- 
- 
- j. Provide an organizational chart for this project (i.e., the Bumper-to-Bumper Service proposed for the Airport) with a resume for each of the key employees, and a detailed staffing plan for the proposed Bumper-to-Bumper services.
- 
- 
- k. Describe your proposed Management and Operations Plan for the Bumper-to-Bumper Service to be provided as outlined in the Scope of Service (**Attachment 14**). Include details for staffing, types of courtesy shuttle vehicles and your fleet management plan. In keeping with initiatives throughout the Airport and Broward County, there is a preference for green/environmentally friendly vehicles.
- 
- 
- l. Describe what Customer Service Initiatives you will implement for the proposed services. Provide examples of what you are currently doing and have done for your other operations.
- 
- 
- m. Describe what will set your proposed Customer Service Initiatives apart from the offsite parking services surrounding the airport.
- 
-



- n. Describe the Cost Saving Initiatives you will employ for providing cost effective Bumper- to-Bumper Service.

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- o. Describe your Maintenance Plan for the proposed courtesy vehicle fleet.

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- p. Describe the firm's customer service program at the driver operational level (passenger and baggage loading/unloading, ADA compliance and special situations).

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- q. Describe the firm's program for safety training, monitoring performance and employee follow-up (recognition or disciplinary action) and describe the key program reports and other management procedures planned to ensure integrity of the safety program.

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

The Airport Concession Disadvantaged Business Enterprise regulation (49 CFR Part 23) establishes requirements for setting an overall goal for ACDBE participation in all concessions activities. This rule requires recipients of Federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect ACDBEs to achieve in the absence of discrimination.

Broward County has Federal Aviation Administration (FAA) approved non-discriminatory management agreements and corresponding County policy governing ACDBE participation in County contracts and other selected activities, which includes management contracts. **The Broward County Office of Economic and Small Business Development has established an ACDBE participation goal of TWELVE PERCENT (12%) for this solicitation. Respondents should note that this goal is established as a percentage of total anticipated gross receipts from the Contract that will result from this RLI.**

It is the policy of the Broward County Office of Economic & Small Business Development to create a level playing field on which Airport Concession Disadvantaged Business Enterprises (ACDBEs), as defined in 49 CFR Part 23, can compete fairly for opportunities for concessions awarded by the County. Therefore, good-faith efforts must be made to provide ACDBEs an opportunity to participate in the project in accordance with the ACDBE Program Plan.



If utilizing ACDBE subcontractors, the Respondent shall submit, as part of its proposal, a detailed ACDBE participation plan utilizing the following:

Submit the forms and documentation detailed below and attached to this RLI (**Attachment 3A** "DBE/ACDBE Letter of Intent", and **Attachment 3B**, "DBE/ACDBE Application for Evaluation of Good Faith Effort").

Forms can also be received by contacting the Contract Administrator, Dedrie Registe, by e-mail at [dregiste@broward.org](mailto:dregiste@broward.org).

Form	Content
<b>Attachment 3A. DBE/ACDBE Letters of Intent</b>	For each participating Airport Concession Disadvantaged Business Enterprise (ACDBE) certified firm, indicate the agreed subcontract amount executed with the responding firm's signature and countersigned by the proposed ACDBE subcontractor or subconsultant.
<b>Attachment 3B. DBE/ACDBE Application for Evaluation of Good Faith Effort</b>	Only used if the Respondent is submitting a response that does not meet the required Airport Concession Disadvantaged Business Enterprise Goal. The Application for Evaluation of Good Faith Effort must be accompanied by documentation of the good-faith efforts that the Respondent has made to meet the goal, as specified by this RLI.

**Note:** that DBE firms certified under Federal Regulations CFR 49 Part 26 are eligible to participate as an ACDBE provided they meet the eligibility standards under CFR 49 Part 23 and become certified as ACDBE prior to bid submittal.

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>

Each ACDBE listed on the ACDBE Letter of Intent must be certified prior to bid submittal as ACDBE in order to be counted towards the total level of participation. As this Agreement is subject to 49 CFR Part 23.55, a review of all ACDBE Joint venture Agreements, subconcessionaires, subcontractors and subcontracts will be completed by OESBD. In order to ensure that all necessary information is provided, please complete the following table for each ACDBE participant proposed under this response. Supply only relevant information for the type of participation.



<b>ACDBE Company Name</b>	
<b>Type of Participant (sublessee, joint venture, partnership, other)</b>	
<b>ACDBE Certification Attached to Response</b>	YES _____ NO: _____
<b>ACDBE Operators: Description of the Business(es) to be Operated</b>	
Brand/Location	
Storage space (non-contiguous)	
List the scope of work to be performed by the ACDBE. <b>(Note: ACDBE must be certified in the NAICS Code for the scope of work).</b>	
Required Investment	
<b>ACDBE Joint Venture Partners (Please use Model ACDBE Joint Venture Information, FAA Format issued July 17, 2008 as a format).</b>	
Scope of work to be performed. <b>(Note: ACDBE must be certified in the NAICS Code for the scope of work).</b>	
Amount of investment by ACDBE/% of total investment by JV	
<b>ACDBE Suppliers</b>	
Product/Services to be Provided	
<b>Unusual Management or Financial Arrangements between the Prime Contractor and ACDBE</b>	
<b>Estimated Gross Receipts and Net Profits (operator); estimated income (JV partner); estimated purchases from (supplier) ACDBE (annual and eight-year)</b>	



Broward County Aviation Department

2200 SW 45th Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

The selected Respondent will be responsible for providing a quarterly report, in the form provided by the County, during the negotiation phase, of its ACDBE participation, regardless of the level of participation.

For additional information, please contact Donna-Ann Knapp, Small Business Development Specialist at [dknapp@broward.org](mailto:dknapp@broward.org) or by mail at 115 S. Andrews Avenue, Room A-680, Fort Lauderdale, FL 33301.

**8. Surety Information:**

Has Respondent or a parent or subsidiary of Respondent or principal of Respondent identified to provide services for this Bumper-to-Bumper Service ever had a bond or surety cancelled or forfeited?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide further information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Respondent Certification:**

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

RESPONDENT

DATE:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title



Broward County Aviation Department

2200 SW 45th Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**Airport Remote Parking and Enhanced Location Specific, Round Trip,  
Bumper-To-Bumper Passenger Transportation Services at  
Fort Lauderdale-Hollywood International Airport**

**ATTACHMENT 3  
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT FORMS:**

**ATTACHMENT 3A  
ACDBE LETTER OF INTENT**

**ATTACHMENT 3B  
ACDBE APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT**

**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 3A  
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)

<b>Solicitation Number:</b>	<b>Project Title:</b>
-----------------------------	-----------------------

**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 <sup>*</sup>	DBE/ACDBE Contract Amount <sup>†</sup>	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)

<sup>\*</sup> Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.  
<sup>†</sup> To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in the Letter of Intent and Affirmation shall be null and void.*



**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 3B  
ACDBE APPLICATION FOR 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: \_\_\_\_\_

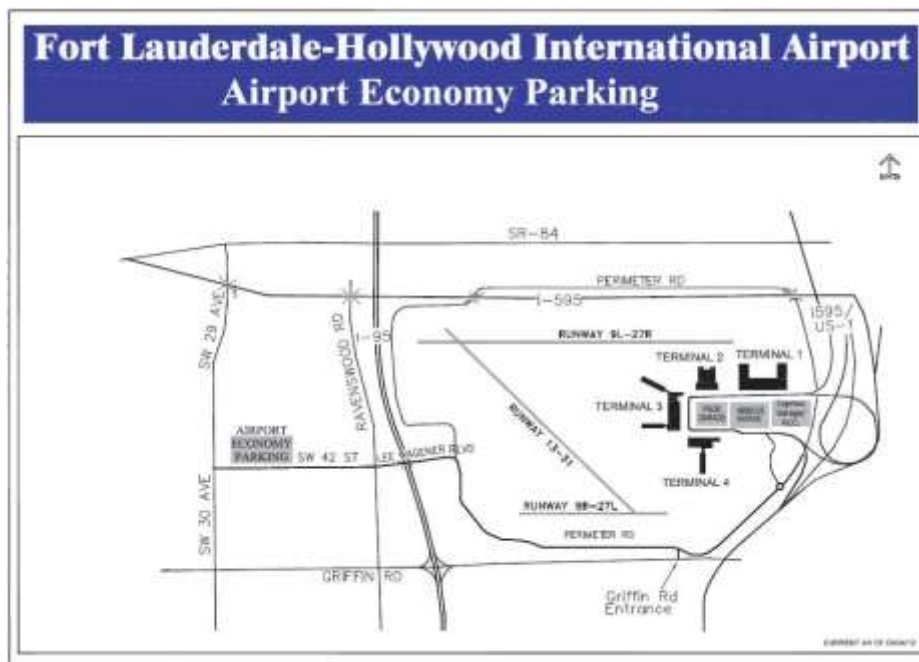
PRINT NAME/ TITLE: \_\_\_\_\_

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

**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 4  
LOCATION MAPS**



**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 5  
INSURANCE REQUIREMENTS**

**(Sample Certificate of Insurance)**

**Insurance Requirement for Passenger Transportation Services Airport Economy Parking**  
The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobile equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> COMPREHENSIVE FORM  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil non airside \$5 mil if on secured airside of airport	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> <b>CRIME AND FIDELITY</b>		\$500 k	
<input type="checkbox"/> <b>WORKERS' COMPENSATION</b>	Chapter 440 FS	<b>STATUTORY</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	(each accident)	\$500 k/accident	
<input checked="" type="checkbox"/> <b>POLLUTION &amp; ENVIRONMENTAL LIABILITY (IF APPLICABLE, when any storage, work or maintenance of vehicles/equipment takes place on airport property)</b>	Claims-made form w/ Extended Reporting Period of yr. Deductible not to exceed: \$10k		\$500 k
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES Broward County is listed as an additional insured on the commercial general liability and business automobile liability policies. Operator is responsible for all deductibles.</small>			
<b>REFERENCE:</b>			

**CERTIFICATE HOLDER:**  
Broward County  
2200 SW 45th Street, Suite 101  
Fort Lauderdale, FL 33301  
RE: Parking

*Tracy Meyer*  
09022015  
Risk Management Division

Revised 2015

**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 6  
DRUG FREE WORKPLACE POLICY CERTIFICATION**

**THE UNDERSIGNED RESPONDENT HEREBY CERTIFIES THAT:**

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

**AND/OR**

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

**AND/OR**

**3. \_\_\_\_\_ THE RESPONDENT HAS A DRUG FREE WORKPLACE POLICY THAT IS IN COMPLIANCE WITH BROWARD COUNTY 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 Respondent'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 Respondent'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.



**Broward County Aviation Department**

2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

- (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 RESPONDENT DOES NOT CURRENTLY HAVE A DRUG FREE WORKPLACE POLICY BUT IS WILLING TO COMPLY WITH THE REQUIREMENTS AS SPECIFIED IN NO. 3.**

\_\_\_\_\_  
(RESPONDENT SIGNATURE) (PRINT RESPONDENT NAME)

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

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

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

\_\_\_\_\_ known to me to be the person  
(Name of Corporation/Company)

described herein, or who produced \_\_\_\_\_  
(Type of Identification)

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

**NOTARY PUBLIC:**

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

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



**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 7  
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 Respondent, by virtue of the signature below, certifies that:

- a. The Respondent, 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 Respondent, owners, or principals, are eligible to participate in this solicitation and are 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 Respondent, 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



**Broward County Aviation Department**

2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

\_\_\_\_\_ (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: \_\_\_\_\_



**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 8  
NON-COLLUSION STATEMENT FORM**

By signing this offer, the Respondent certifies that this offer is made independently and free from collusion.

Respondent shall disclose below, to its 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 Respondent'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 Respondent.

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

**NOTE: FORM IS TO BE SIGNED BY RESPONDENT, EVEN IF NONE OF THE RELATIONSHIPS DESCRIBED HEREIN EXIST.**

**IN THE EVENT THE RESPONDENT DOES NOT INDICATE ANY NAMES, THE COUNTY SHALL INTERPRET SUCH TO MEAN THAT THE RESPONDENT HAS INDICATED THAT NO SUCH RELATIONSHIPS EXIST.**

<u>NAME</u>	<u>RELATIONSHIP</u>
_____	_____
_____	_____
_____	_____

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

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





**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 9  
CONE OF SILENCE CERTIFICATION**

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

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

The undersigned Respondent hereby certifies that:

1. \_\_\_\_\_ the Respondent 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 Respondent 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 its 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 Board staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
  
3. \_\_\_\_\_ the Respondent agrees to comply with the requirements of the Cone of Silence Ordinance.

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

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



**Broward County Aviation Department**

2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

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

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

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

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

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

known to me to be the person described herein, or who produced

\_\_\_\_\_ as identification, and who did/did not  
(Type of Identification)

take an oath.

NOTARY PUBLIC:

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

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

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



**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 10  
LOBBYIST REGISTRATION – CERTIFICATION**

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

The Respondent, 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 Respondent, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

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

- 1. \_\_\_\_\_ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if any lobbyist(s) is retained after the firm's response to this RLI is submitted, the firm shall provide an updated form to the Aviation Department, in order to notify the County of same.
- 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.

\_\_\_\_\_  
Print Name of Lobbyist

\_\_\_\_\_  
Print Lobbyist's Firm

\_\_\_\_\_  
Print Name of Lobbyist

\_\_\_\_\_  
Print Lobbyist's Firm

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

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



**Broward County Aviation Department**

2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

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

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

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

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

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

Produced \_\_\_\_\_ as identification, and who did/did  
(Type of Identification)

not take an oath.

NOTARY PUBLIC:

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

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

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



**Broward County Aviation Department**

---

2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

**REQUEST FOR LETTERS OF INTEREST  
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**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 11  
LITIGATION HISTORY**

**[THIS SPACE INTENTIONALLY BLANK]**

<p><b>RLI#:</b> _____</p> <p><b>MATERIAL CASE SYNOPSIS</b></p>	<p><input type="checkbox"/> Vendor :</p> <p>_____</p> <p><input type="checkbox"/> Vendor's Parent Company: _____</p> <p><input type="checkbox"/> Vendor's Subsidiary Company: _____</p> <p><input type="checkbox"/> Vendor's Predecessor Organization: _____</p> <p><input type="checkbox"/> Other - Specify relationship to Vendor: _____</p>
Party	Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/>
Case Name	
Case Number	
Date Filed	
Name of Court or other tribunal	
Type of Case	<p>Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/></p> <p>Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/></p>
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.)	<p>Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/></p> <p>Judgment Vendor's Favor <input type="checkbox"/></p> <p>Judgment Against Vendor <input type="checkbox"/></p> <p>If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Opposing Counsel	<p>Name:</p> <p>Email:</p> <p>Phone number:</p>

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



**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 12  
VENDOR'S LIST**

**Non-Certified Subcontractors and Suppliers Information**

**THIS FORM SHOULD BE SUBMITTED WITH THE RLI; HOWEVER, IT MUST BE SUBMITTED  
WITHIN 5 CALENDAR DAYS OF COUNTY'S REQUEST.**

**Provide this information for any subcontractors 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: \_\_\_\_\_
4. Firm's Email Address: \_\_\_\_\_
5. Contact Name and Position: \_\_\_\_\_
6. Alternate Contact Name and Position: \_\_\_\_\_
7. Alternate Contact Telephone Number: \_\_\_\_\_
8. Email Address: \_\_\_\_\_
9. Bid/Proposal Number: \_\_\_\_\_ Contracted Amount: \_\_\_\_\_
10. Type of Work/Supplies Bid: \_\_\_\_\_ Award Date: \_\_\_\_\_



**Broward County Aviation Department**

2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, FL 33312  
E-mail: [dregiste@broward.org](mailto:dregiste@broward.org)

1. Firm's Name: \_\_\_\_\_  
\_\_\_\_\_
2. Firm's Address: \_\_\_\_\_
3. Firm's Telephone Number: \_\_\_\_\_
4. Firm's Email Address: \_\_\_\_\_
5. Contact Name and Position: \_\_\_\_\_
6. Alternate Contact Name and Position: \_\_\_\_\_
7. Alternate Contact Telephone Number: \_\_\_\_\_
8. Email Address: \_\_\_\_\_
9. Bid/Proposal Number: \_\_\_\_\_ Contracted Amount: \_\_\_\_\_
10. 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 County. Use additional sheets for more subcontractors or suppliers as necessary.**





**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
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LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 13  
COMMITMENT STATEMENT REGARDING  
UNINTERRUPTED SERVICES AND WORKER RETENTION**

I, \_\_\_\_\_ (Name), as \_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Company Name), am authorized on behalf of  
\_\_\_\_\_ (Respondent) to execute this Commitment  
Statement.

In the event \_\_\_\_\_ (Respondent) is selected and awarded the  
contract for **AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND  
TRIP, BUMPER-TO-BUMPER PASSENGER TRANSPORTATION SERVICES AT FORT  
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT** (Agreement), Respondent  
commits to comply with the following provisions:

- A. Worker Retention.** Respondent represents to the County that if it is awarded a contract with the County pursuant to this procurement, Respondent and its subcontractors shall offer continued employment to the employees of the immediately preceding provider of such services and its subcontractors for a period of forty-five (45) days, unless the Respondent or its subcontractor(s), as applicable, determines and demonstrates to the County that such employees are unnecessary for the provision of services or such employees do not have the experience required for the Respondent’s provision of the services required by the awarded contract. Nothing prevents the Respondent or its subcontractor(s), as applicable, from terminating employees for cause within the forty-five (45) day period. After the conclusion of the forty-five (45) day period, continued employment may be under the terms and conditions established by the Respondent or its subcontractor(s), as applicable or as required by state or federal law. Respondent shall include the foregoing language in its contracts with any subcontractors. For purposes of this paragraph, "employee" means an individual who is not an exempt employee under the minimum wage and maximum hour exemptions as defined by the Fair Labor Standards Act. The provisions hereof shall not apply to the extent: (i) they are superseded by a collective bargaining agreement; or (ii) state or federal law or regulations preclude their applicability. In the event of any failure by Respondent or its subcontractor to comply with this worker retention requirement, the Aviation Department shall provide written notice of such non-compliance to Respondent. If the Respondent does not achieve compliance with this provision within thirty (30)



days following the Aviation Department's written notice, then written notice of termination may be provided by the Aviation Department to Respondent pursuant to the Agreement. **Compliance with this provision shall be considered a matter of responsiveness.**

- B. Ensuring Uninterrupted Services.** Respondent represents that if it is awarded a contract with respect to this procurement, Respondent shall demonstrate to the County the measures that it and its subcontractors will take to ensure uninterrupted service at the Airport during the term of the awarded contract. 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 Respondent at the Airport. Respondent shall also demonstrate the measures it will take to provide uninterrupted service during inclement weather. In the event of a cessation or interruption of Respondent's or its subcontractor's services, the County shall have the right, to the full extent permitted under applicable law, to terminate the awarded contract, subject to the following notice provisions. In the event of any failure by Respondent to comply with this requirement to ensure and maintain uninterrupted service, the Aviation Department shall provide written notice of such non-compliance to Respondent. If the Respondent does not achieve compliance with this provision within thirty (30) days following the Aviation Department's written notice, then written notice of termination shall be provided to Provider pursuant to the awarded contract. A hearing may be requested by Respondent before a hearing officer to review any such termination. The provisions hereof shall not apply to the extent state or federal law or regulations preclude their applicability. **Compliance with this provision shall be considered a matter of responsiveness.**

\_\_\_\_\_  
Name of Company

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent or Officer of Respondent

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Telephone Number/Fax Number

**REQUEST FOR LETTERS OF INTEREST  
RLI #20150901-0-AV-01**

**AIRPORT REMOTE PARKING AND ENHANCED LOCATION SPECIFIC, ROUND TRIP,  
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LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

**ATTACHMENT 14  
SCOPE OF SERVICES**

**Background Information:**

The County is procuring a qualified firm to operate the Airport Economy Parking Lot (AEP) independent of the Airport's parking garages offering parking patrons a unique parking experience employing enhanced customer services including directed parking upon patrons entry into the parking lot, frequent parking shuttles picking up passengers in very close proximity to their vehicle and delivering them to the terminal curbside and return to the trunk of their vehicle.

The County's intent is to provide a transportation alternative to typical parking shuttle services between fixed bus stops on fixed schedules. The bumper to bumper service shuttle buses will preferably be equipped with an Intelligent Bus System offering automated passenger information and entertainment options in an enhanced customer service environment.

Currently passengers wait at designated stops and are transported via full size, shuttle buses that are dispatched at predetermined intervals. The AEP is located approximately 2.3 miles west of the Airport on 42nd Street in Dania Beach, Florida. A typical shuttle route originates from the AEP and transports passengers to the Airport Terminals via the Airport's North Perimeter Road, and a return trip reverses that route. A typical trip takes about 20 – 30 minutes depending on traffic conditions. The maximum wait time is currently set at 15 minutes from the AEP Lot to the Terminals. However, the Broward County Aviation Department anticipates the maximum wait time would be reduced for the Bumper-to-Bumper Service as follows:

- The maximum wait time from the Lot to the Terminals is: five (5) minutes
- The maximum wait time from the Terminals to the Lot is: five (5) minutes

**Services:**

The selected Operator shall be required to manage the AEP, as well as furnish, operate and maintain courtesy vehicles for the round trip transportation of passengers 24 hours a day, 7 days a week between the AEP and all Airport Terminals. The selected Operator shall be required to secure an off-site office location suitable to house office support necessary to fulfill the responsibilities associated with this scope of service.

The selected Operator shall prepare and maintain an approved Management and Operations Plan for the provision of the following services:

1. Efficient management of guided parking and dispatch of courtesy vehicles at the AEP.
2. Passenger transportation services between the AEP and Airport Terminals.
3. The Operator must implement a 24-hour operation for the pick-up, transport and drop off of Airport passengers between the AEP and all Airport Terminals. The Operator shall determine the number of vehicles necessary to be in service to operate the Bumper-to-Bumper Service with a maximum passenger waiting time at the AEP and the Airport Terminals as established by the Aviation Department. The number of courtesy vehicles in service must be commensurate with the demand at any time of the day to ensure that no passenger is without transportation longer than the maximum waiting time established by the Broward County Aviation Department. A courtesy vehicle should always be waiting in the designated pick up areas at the Airport Terminals. The courtesy vehicle should leave the pick-up area within five minutes of the first passenger boarding, whether or not the vehicle is full, and an empty vehicle should arrive at the pick-up zone immediately after the loaded vehicle departs the designated pick up zone.
4. Courtesy vehicles should leave the AEP within 5 minutes of picking up the first passenger, whether or not the courtesy vehicle is full.
5. Additional parking locations/spaces offering the Bumper-to-Bumper Service may be added in the future, in the County's discretion.

**Desired Service Concept:**

1. A passenger entering the AEP will be met at the point of entry by a designated greeter who will furnish the passenger with the parking ticket and direct the passenger to the appropriate parking aisle.
2. The passenger will proceed down the active parking aisle as directed by a lighted mobile sign and/or a designated flag person in order to maintain an orderly and confined parking area.
3. The passenger will then be directed into the next available parking space by a designated parking attendant.
4. Passengers will be picked up, at their vehicle, and transported to the desired terminals.
5. A courtesy vehicle should always be waiting in the designated pick up areas at the Airport Terminals. The courtesy vehicle should leave the pick-up area within five minutes of the first passenger boarding, whether or not the vehicle is full, and an empty vehicle should arrive at the pick-up zone immediately after the loaded vehicle departs the designated pick up zone. Arriving and departing courtesy vehicles must report their positions to the dispatcher at established reporting points along the route or as determined necessary by the County.
6. Upon arrival at the AEP, the courtesy vehicle will drop off all passengers at their parking spaces, before picking up passengers in the AEP. Once the last passenger is dropped off, the courtesy vehicle driver will report to the dispatcher that the driver is ready to pick up passengers in the AEP or return to the Airport Terminal pick up areas.

### **Other Duties and Responsibilities**

1. Operator will be responsible for day to day management of the AEP to include, but not limited to, maintaining the aesthetics of the AEP (i.e. trash pick-up, cleanliness of parking lot facilities such as shuttle bus shelters).
2. Staffing of the AEP to include parking directors, shuttle bus operators, customer service personnel and parking fee collections and accountability.
3. Operator will be assigned space to park shuttle bus equipment not in service.
4. Operator will be required to maintain the buses in a passenger ready first class condition and wash and sweep each shuttle bus in accordance with an approved Management and Operations Plan.
5. Operator will be prepared to contract shuttle bus preventative maintenance and repair services to an off-site maintenance facility located within 5 miles of the Airport or provide mechanics and utilize facilities provided by the Airport (if available).
6. Operator will be required to monitor parking entry ticket dispensers for ticket inventory and restocking.
7. Operator will be required to have staff fully trained and functional on any special software applications approved for use in the AEP operation.