

AMENDMENT NO. 11

TERM CONTRACT #Y10-158-B  
TAXI SERVICES AT THE OCCC

Effective Date: October 1, 2019

The contract is changed as follows:

- a. The subject contract is hereby extended through November 30, 2019 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

STAR TAXI, INC.

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

  
\_\_\_\_\_  
Signature

*Robert T. Gray*  
\_\_\_\_\_  
Printed/Typed Name

*General Manager*  
\_\_\_\_\_  
Title

*10/1/19*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Todd Jackson  
\_\_\_\_\_  
Printed/Typed Name

Purchasing Agent  
\_\_\_\_\_  
Title

*10/1/19*  
\_\_\_\_\_  
Date

**AMENDMENT NO. 10**  
**TERM CONTRACT #Y10-158-B**  
**TAXI SERVICES AT THE OCCC**

Effective Date: August 1, 2019


The contract is changed as follows:

- a. The subject contract is hereby extended through September 31, 2019 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

STAR TAXI, INC.

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

  
\_\_\_\_\_  
Signature

Robert T. Gaye II  
\_\_\_\_\_  
Printed/Typed Name

General Manager  
\_\_\_\_\_  
Title

6/18/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Todd Jackson  
\_\_\_\_\_  
Printed/Typed Name

Purchasing Agent  
\_\_\_\_\_  
Title

6/18/19  
\_\_\_\_\_  
Date

AMENDMENT NO. 9

TERM CONTRACT #Y10-158-B  
TAXI SERVICES AT THE OCCC

Effective Date: May 1, 2019


The contract is changed as follows:

- a. The subject contract is hereby extended through July 31, 2019 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

STAR TAXI, INC.

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

  
\_\_\_\_\_  
Signature  
Robert T. Gaye  
\_\_\_\_\_  
Printed/Typed Name  
President  
\_\_\_\_\_  
Title  
2/14/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Todd Jackson  
\_\_\_\_\_  
Printed/Typed Name  
Purchasing Agent  
\_\_\_\_\_  
Title  
2/18/19  
\_\_\_\_\_  
Date

**AMENDMENT NO. 8**  
**TERM CONTRACT #Y10-158-B**  
**TAXI SERVICES AT THE OCCC**

Effective Date: October 1, 2018

The contract is changed as follows:

- a. The subject contract is hereby extended through April 30, 2019 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

STAR TAXI, INC.

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Robert T. Gaye

Todd Jackson

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Name

President

Sr. Purchasing Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

September 28, 2018

9/28/18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AMENDMENT NO. 6**  
**TERM CONTRACT #Y10-158-B**  
**TAXI SERVICES AT THE OCCC**

Effective Date: January 1, 2018

The contract is changed as follows:

- a. Effective January 1, 2018, the County shall waive the Contractor's "\$1 Per Trip Starter/Management Fee" requirement, as referenced in the contract, for the remaining duration of the contract.
- b. Effective January 1, 2018, the County shall waive the Taxicab Operator's "\$1 Privilege Fee" requirement, as referenced in the contract, for the remaining duration of the contract.
- c. The annual Permit Fee for operation (\$150 inspection fee, per vehicle) remains a requirement of the Contractor.

All other terms and conditions remain unchanged.

STAR TAXI, INC.

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

Signature

Signature

Printed/Typed Name

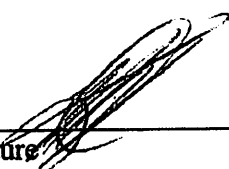
Dorothy Gordon, CPPB

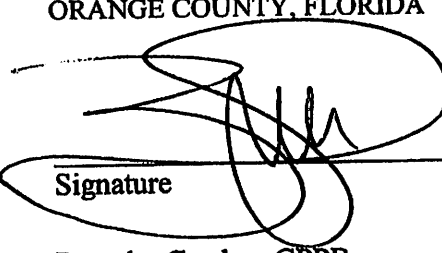
Title

Sr. Purchasing Agent

Date

Date

  
\_\_\_\_\_  
Robert F. Goye  
\_\_\_\_\_  
CEO  
\_\_\_\_\_  
1-04-18  
\_\_\_\_\_

  
\_\_\_\_\_  
Dorothy Gordon, CPPB  
\_\_\_\_\_  
Sr. Purchasing Agent  
\_\_\_\_\_  
1/4/18  
\_\_\_\_\_

**AMENDMENT NO. 5**  
**TERM CONTRACT #Y10-158-B**  
**TAXI SERVICES AT THE OCCC**

Effective Date: January 1, 2018


The contract is changed as follows:


- a. The subject contract is hereby extended through June 30, 2018 at the same terms, conditions, and prices.


All other terms and conditions remain unchanged.

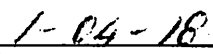
STAR TAXI, INC.


BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Printed/Typed Name

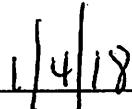
  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Dorothy Gordon, CPPE

  
\_\_\_\_\_  
Sr. Purchasing Agent

  
\_\_\_\_\_  
Date

**AMENDMENT #4**  
**CONTRACT Y10-158-B**  
**TAXI SERVICES AT THE OCCC**

Effective Date: April 15, 2017

This contract is changed as follows:

The contract is changed as follows:

- a. The subject contract is hereby extended through December 31, 2017 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

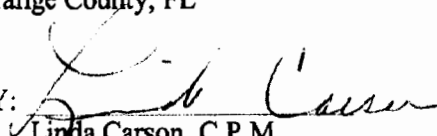
Star Taxi, Inc.

BY: \_\_\_\_\_



Board of County Commissioners  
Orange County, FL

BY: \_\_\_\_\_



Linda Carson, C.P.M.  
Sr. Purchasing Agent

Date: 3/17/17

Date: 5-4-17

**AMENDMENT #3**  
**CONTRACT Y10-158-B**  
**TAXI SERVICES AT THE OCCC**

Effective Date: April 15, 2016

This contract is changed as follows:

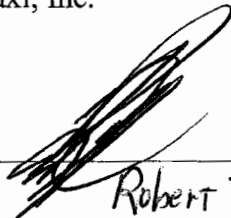
The contract is changed as follows:

- a. The subject contract is hereby renewed for the period April 15, 2016 through April 14, 2017 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

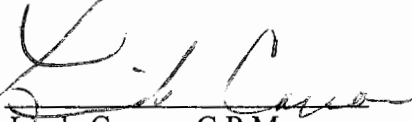
Star Taxi, Inc.

BY: \_\_\_\_\_

  
Robert T. Gaye, CEO

Board of County Commissioners  
Orange County, FL

BY: \_\_\_\_\_

  
Linda Carson, C.P.M.  
Sr. Purchasing Agent

Date: 2-22-2016

Date: 2-29-16



**AMENDMENT #2**  
**CONTRACT Y10-158-B**  
**TAXI SERVICES AT THE OCCC**

Effective Date: April 15, 2015

This contract is changed as follows:

The contract is changed as follows:

- a. The subject contract is hereby renewed for the period April 15, 2015 through April 14, 2016 at the same terms, conditions, and prices.

All other terms and conditions remain unchanged.

Star Taxi, Inc.

BY: 

Date: 4/19/2016

Board of County Commissioners  
Orange County, FL

BY: 

Linda Carson, C.P.M.  
Sr. Purchasing Agent

Date: 4-19-16

AMENDMENT #1

CONTRACT Y10-158-B

TAXI SERVICES AT THE OCCC

Effective Date: April 15, 2010

This contract is changed as follows:

- a) Page 1, Article 3-Payments County, second paragraph is changed to read:

Upon commencement of operations and throughout the term of the contract, the Contractor shall pay a minimum of one dollar (\$1.00) "per trip" fee toward the management and supervision of the system. The same fees will be required of all taxicab operators awarded the privilege of providing services from the OCCC. The Management Contractor, not the Contractor, is required to document and keep records of each trip from the OCCC and provide copies of these records to both the Contractor and the OCCC within ten (10) days after the last day of each month. Fees not paid within thirty (30) days after receipt of an invoice will be deducted from the deposit and the operator will be suspended until the deposit is replenished. The per trip fee of one dollar (\$1.00) may be increased by the County to help fund the management of the overall taxicab services from the OCCC. Should the County elect to increase the per trip fee, the County agrees to increase the per trip fee for all taxicab trips performed by all permitted vehicles originating from the OCCC and agrees that increases shall be in \$.25 increments. Increases in the per trip fee above \$1.00 may be passed on the passenger as an add-on to the meter rate. For example, should the per trip fee increase to \$1.25; \$.25 may be added to the meter for each trip originating from the OCCC. Funding required by this section shall be provided to OCCC, Business Division, Attn: Kris Shoemaker, P.O. Box 691509, Orlando, FL 32869-1509.

- b) Article 9 – Insurance Requirements, Required Coverage, 1. Workers' Compensation and Commercial General Liability are deleted.

All other terms and conditions remain unchanged.

Star Taxi, Inc.

BY: 

Date: 04/22/2010

Board of County Commissioners  
Orange County, FL

BY: 

Johnny Richardson, CPPO, CFCM

Date: 6-16-10

## **Contract #Y10-158B-LC**

This Contract is made as of the 15<sup>th</sup> day of April, 2010 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Star Taxi, Inc. a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. numbers are 59-3303876.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Category 2, 25% of the taxi services at the Orange County Convention Center with a minimum of sixty taxis, including two wheelchair lift taxicabs as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Greg Forehand, Manager, Security and Transportation, Convention Center.

### **ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on April 15, 2010 and complete all services by April 14, 2015.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, by mutual agreement, for two (2) additional one (1) year terms up to a cumulative total of seven (7) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

### **ARTICLE 3 - PAYMENTS TO COUNTY**

The CONTRACTOR must deposit two thousand dollars (\$2,000) in advance toward unpaid trip fees. This payment shall be made to the Orange County Convention Center within fifteen (15) days after contract award. Throughout the term of the contract, each Contractor must pay an annual fee of one hundred and fifty dollars (\$150) in advance per vehicle to the OCCC as a permit/privilege fee for operation (regardless of trips) on Convention Center property

Upon commencement of operations and throughout the term of the contract, each Contractor shall pay a one dollar (\$1.00) "per trip" fee toward the management and

supervision of the system. The fees will be required of all taxicab operators. Each Contractor is required to document and keep records of each trip from the OCCC and provide copies of these records to both the Management Contractor and the OCCC within five (5) days after the last day of each month. Fees not paid within thirty (30) days after receipt of an invoice will be deducted from the deposit and the operator will be suspended until the deposit is replenished.

#### **ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

#### **ARTICLE 5 – TERMINATION**

##### **A. Termination for Default:**

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
- D. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

#### **ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-CONTRACTOR(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the CONTRACTOR's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-CONTRACTORS** utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual M/WBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-CONTRACTOR's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-CONTRACTOR evidencing their concurrence with the termination. In the event a certified M/WBE sub-CONTRACTOR's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-CONTRACTOR, in writing to the

Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

- F. It is the intent of the COUNTY to insure prompt payment of all sub-CONTRACTORs working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-CONTRACTORs to the Business Development Division.
  2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-CONTRACTORs certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and sub-CONTRACTORs (including those with non-M/WBE's) stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.
- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Purchasing and Contracts.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 9 - INSURANCE REQUIREMENTS:**

Vendor/Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements,

as well as the County's review or acceptance of insurance maintained by Vendor/Agency is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor/Agency under this contract.

The Vendor/Agency shall require and ensure that each of its sub-contractors/CONTRACTORS providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

***(Note: State licenses can be checked via [www.floir.com/companyssearch/](http://www.floir.com/companyssearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))***

Required Coverage:

1. **Workers' Compensation** - The Vendor/Agency shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Agency using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. **Commercial General Liability** - The Vendor/Agency shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. **Business Automobile Liability** - The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$300,000 per occurrence, Combined Single Limits (CLS) or its equivalent for taxis and \$1,000,000 vehicle liability for taxis. In the event the Vendor/Agency does not own automobiles the Vendor/Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Vendor/Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Agency agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this**



**contract the Vendor/Agency agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Agency of the obligation to provide replacement coverage.**

**By entering into this contract, Vendor/Agency agrees to provide a waiver of subrogation in favor of the County for the workers' compensation and a waiver of transfer of rights of recovery in favor of the County for general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

**Vendor/Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.**

Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Agency shall provide the County with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the Vendor/Agency shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above.** For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Vendor/Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number.

The certificate holder shall read:

Orange County Board of County Commissioners  
Purchasing & Contracts Division  
Attn: Linda Carson  
400 E. South Street  
Orlando, Florida 32801

#### **ARTICLE 10 - INDEMNIFICATION**

To the fullest extent permitted by law, the VENDOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and

all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly, out of or caused in whole or in part by any act or omission of the VENDOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

#### **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 13 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to

services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 14 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-CONTRACTORS and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-CONTRACTOR'S fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

#### **ARTICLE 15 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 16- DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

**ARTICLE 18- CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 19 - ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-CONTRACTORS as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-CONTRACTORS used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-CONTRACTOR(s) and suppliers.

**ARTICLE 20 – EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- (a) The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

- (b) The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

#### **ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 22 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 23 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

#### **ARTICLE 24 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### **ARTICLE 26 - REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

#### **ARTICLE 27 - CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/CONTRACTOR against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/CONTRACTOR believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/CONTRACTOR."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor/CONTRACTOR. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Contractor's/CONTRACTOR's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Contractor/CONTRACTOR shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising

under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

**ARTICLE 28 - TOBACCO FREE CAMPUS**

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**ARTICLE 29 – ADDENDA**

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**ARTICLE 30 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Johnny Richardson, CPPO, CFCM  
Orange County Board of County Commissioners  
Manager, Purchasing and Contracts Division  
400 E South Street, 2<sup>nd</sup> Floor  
Orlando, FL 32802

and if sent to the CONTRACTOR shall be mailed to:

Robert T. Gaye, President/CEO  
Star Taxi, Inc.  
9388 Sidney Hayes Rd.  
Orlando, FL 32824

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

STAR TAXI, INC.  
\_\_\_\_\_  
Company Name

Division  
\_\_\_\_\_  
Signature

ROBERT T. GAYE  
\_\_\_\_\_  
Typed Name

PRESIDENT  
\_\_\_\_\_  
Title

4/5/10  
\_\_\_\_\_  
Date

ORANGE COUNTY, FLORIDA  
By: \_\_\_\_\_  
Johnny Richardson, CPPO, CACM  
Manager, Purchasing and Contracts

4-15-10  
\_\_\_\_\_  
Date



**EXHIBIT "A"**  
**SCOPE OF WORK**

1. Prior to Commencing Services:

The Contractor must provide a list, including name and telephone number for each driver proposed to operate taxis at the OCCC for the Proposer. All drivers must have a favorable motor vehicle record and pass a background check before being allowed to drive a vehicle on OCCC property. The drivers must maintain favorable records to continue to operate vehicles on OCCC property.

2. Service Standards:

Without limitation, the Contractor shall ensure at all times during the contract period that drivers possess a valid and current drivers license issued by the State of Florida of the type required to drive the vehicles with passengers as anticipated by this agreement. The Contractor shall, throughout the term of the contract period, continually provide quality services at a level that meets or exceeds the standards of the transportation industry and the OCCC. Likewise, any and all vehicles used by Contractor in providing and performing services shall be the highest quality available and shall meet or exceed the standards of the transportation industry and the OCCC.

At no additional cost to passengers and clients, the Contractor must be able to accept credit card payment from passengers and clients for all trips, including short haul trips. Note, the OCCC is reviewing the possibility of a credit card taxi pre-payment system whereby a passenger would swipe his/her credit card at a kiosk just prior to boarding a taxi. At the conclusion of the trip the fare information is filled out, and the driver returns a copy to the kiosk management to receive payment. The advantages of this system are (1) the credit card is verified to be good before the taxi trip starts, (2) the credit card is never in the hands of the taxi driver, and (3) the charge is processed through one facility. However, discussions on this payment method are preliminary, and no guarantees are made that such a system will be implemented.

3. The Contractor's Employees and Leased/Contracted Drivers and Independent Drivers:

The Contractor shall cause all employees, all leased/contracted drivers, and all independent drivers to behave in a friendly, respectable and courteous manner towards OCCC and its clients. In the event that OCCC believes that any of the Contractor's employees, leased/contracted drivers, or independent drivers are not performing their duties in a courteous manner, or in the event that OCCC deems such persons to be incompetent, discourteous, careless or otherwise objectionable, then OCCC may advise Contractor and Contractor shall promptly arrange to correct the deficiencies or replace such persons if so directed by OCCC.

4. Availability:

Taxis must be available at least one-day prior to the beginning of show events, for the duration of all show dates, and at least one day after the event regardless of the Convention Center building in which the event occurs. Show dates and times will fluctuate, and will be published and distributed to the Contractor prior to each event. When requested, taxis must be available 24 hours a day, seven days a week. Point of contact and phone number for the Contractor is mandatory. In the event that demands from guests of the OCCC for on-call taxicab service exceeds the number of vehicles currently staged at the OCCC, Contractor shall immediately dispatch other taxicabs to OCCC.

5. Vehicles:

All taxis in each Contractor's fleet serving the OCCC must be must be clean, dependable, odor-free, smoke-free, and neat in appearance. Each Contractor's vehicles must meet State requirements for vehicles for hire as it relates to insurance and vehicle standards and must be appropriate vehicles acceptable to OCCC. **Each taxi cab serving the OCCC shall have or have install within ninety (90) days after contract award a standard GPS mapping device.** OCCC reserves the right to suspend such vehicles and drivers should the vehicle or driver be determined, in the judgment of OCCC, in violation of the OCCC standards and policies.

6. Drivers:

All drivers must successfully pass a Department of Motor Vehicle Records check and pass driver criminal background checks. At no cost to the County, the Contractor shall provide a Level 1 (5 years) background check for any of its or subcontractors' employees and taxi drivers before starting work to include:

- A. Identification Verification
- B. Selective Service Status (registered/unregistered)
- C. FDLE Automated Criminal Record
- D. Clerk of Courts by County of Residence
- E. Employment Verification
- F. Drivers' license state of residence
- G. Military service Verification
- H. Professional License & Certification Check

The Contractor shall provide OCCC the above information at no cost to the County and shall obtain OCCC Security's approval prior to the person starting work at OCCC. OCCC reserves the right to suspend drivers should the driver be determined, in the judgment of OCCC, in violation of the OCCC standards and policies.

7. Rates:

All taxis must have calibrated meters which are tested and re-calibrated at the Proposer's expense. Such testing shall occur at least annually in a similar

manner as the taxis operating within City of Orlando limits and must charge meter rates the same as or consistent with the rates imposed by the City of Orlando. All rates must be posted in an area of the vehicle easily visible to passengers.

8. Lost and Found Procedures:

The Contractor must be able to demonstrate the ability and method by which it tracks and returns lost items.

9. Customer Issues and Complaints:

The Contractor must have a system for resolving guest service and passenger issues. The Contractor must display one working phone number for lost and found issues. This number must be displayed in an area of the vehicle easily visible to passengers. In almost every instance, the Contractor should be able to satisfactorily resolve the issue on its own; however, a follow-up will be made by the Management Company to assure each issue is resolved. OCCC will only address issues involving the Management Company and may establish a system to receive such complaints directly by the OCCC. The Management Contractor must provide OCCC a monthly summary of all customer complaints, including those complaints against the Management Contractor, and how the complaint was (or is being) resolved. Contractors are encouraged to provide GPS mapping/tracking devices in all vehicles to resolve complaints of taking an unusually long route to a destination.

10. Color Schemes, Graphics, Uniformity:

Each Contractor, firm, or consortium of firms shall ensure that the vehicles operating under the name of the firm or consortium have identical color schemes, are uniform in appearance, and have consistent graphics to easily identify whom they represent. These must be visible and identifiable by the passenger. Each Contractor for each respective category must commit to have all taxis under its operation be uniform in appearance prior to beginning operations. Each Contractor for each respective category must commit to have a specific taxi number on each taxi.

11. Wheelchair Lift-equipped Vehicles:

The Contractors shall operate wheelchair lift-equipped taxicabs at the Orange County Convention Center must do so at the same meter rate as other taxi services. Wheelchair lift-equipped vehicles must be called up and loaded out of turn without impacting the line system. Wheelchair lift-equipped vehicles must also be used in the regular taxi line progression to transport non-disabled passengers and clients.

12. Labor and Equipment:

The Contractor shall provide and maintain in good condition and repair any and all taxis and equipment necessary to perform the services to OCCC.

### 13. Licenses and Taxes:

The Contractor shall maintain in good standing and pay for any and all licenses, a Business Tax Receipt (formerly Occupational License), and all applicable permits and approvals necessary for the provision of taxi services at OCCC, and shall pay any and all sales, excise and other applicable taxes incident to, or in connection with, its providing services.

### 14. OCCC Rules and Operating Procedures:

The Contractor for itself and its employees, agents, representatives, and contractors hereby acknowledges and agrees to abide and otherwise comply with any and all OCCC rules, policies and procedures (Attachment A) in its current form or as amended in the future.

### 15. Fees and Deposits:

Prior to commencement of services included in this contract, the Contractor for this category will be required to submit a one-time security deposit of \$2,000 to the OCCC. This deposit shall guarantee future payment of the appropriate "per trip" fee by each Contractor and is based on a one-month payment schedule of the \$1 "per trip" fee indicated below. Outstanding balances remaining will be returned to the Contractors upon termination of the contract or expiration of the contract, whichever occurs first.

The Contractor shall submit a deposit as follows:

- Category 2: minimum of 60 taxis including two wheelchairs lift taxicabs - 25% of the trips.
- Throughout the term of the contract, each Contractor must pay an annual fee of one hundred and fifty dollars (\$150) in advance per vehicle to the OCCC as a permit/privilege fee for operation (regardless of trips) on Convention Center property. This is the same amount currently being charged by OCCC for the ability to operate taxis on Convention Center property.
- Upon commencement of operations and throughout the term of the contract, each Contractor shall pay a one dollar (\$1.00) "per trip" fee toward the management and supervision of the system. The fees will be required of all taxicab operators. Each Contractor is required to document and keep records of each trip from the OCCC and provide copies of these records to both the Management Contractor and the OCCC within five (5) days after the last day of each month. Fees not paid within thirty (30) days after receipt of an invoice will be deducted from the deposit and the operator will be suspended until the deposit is replenished.

### 16. Accounting System:

The awarded Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices, charges, expenses, and costs incurred in providing taxi services for the term of

this contract. To assure compliance with contract documents, the County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. The Contractor shall ensure the County has these same rights with regard to any subcontractor(s) performing work related to taxi services at OCCC.



## **REQUEST FOR PROPOSALS**

### **FOR**

### **Taxi Services at the Orange County Convention Center**

#### **RFP #Y10 – 158LC**

The Orange County Board of County Commissioners, Orange County, Florida, invites qualified parties to submit proposals **no later than 2:00 PM, January 29, 2010**, for providing taxi services at the Orange County Convention Center.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Purchasing and Contracts Division, Internal Operations Centre II, 400 East South Street, 2nd Floor, Orlando, FL 32801.

Copies may also be requested by phoning (407) 836-5635, faxing a request to (407) 836-5899, or downloaded from the internet at [orangecountyfl.net](http://orangecountyfl.net).

A non-mandatory pre-proposal conference will be held on January 13, 2010, at 10:00 Am at the Orange County Convention Center, room N230. Interested proposers are invited to attend. Please see the last two pages of this RFP (Attachment E) for directions and a parking pass.

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent.

Johnny Richardson, CPPO, CACM

Manager, Purchasing and Contracts Division

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# REQUEST FOR PROPOSALS

#Y10 – 158LC

for

## Taxi Services at the Orange County Convention Center

### Background and Purpose

Unincorporated Orange County does not regulate vehicles for hire and taxi operations. At the current time, the Orange County Convention Center (OCCC) requires all vehicles that wish to operate at the Convention Center obtain an OCCC permit. The permitting process includes completing a taxi application, undergoing a background check and taxi inspection, and providing proof of insurance and a valid driver's license.

Currently, approximately 250 taxis provide permitted service at the OCCC North/South Facility and the West Facility. Taxis are permitted to stage on property in designated areas, and there is one taxi bullpen located at the North/South building used as a marshalling area.

In order to provide the best service to our guests and attendees, as well as upholding the Center of Hospitality standards, Orange County seeks to contract with exclusive providers that can deliver excellent service to OCCC clientele.

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting written proposals from interested parties and qualified firms to provide exclusive taxi services at the Orange County Convention Center. This Request for Proposals (RFP) is divided into two distinct parts:

Part A - Proposers wishing to provide taxi services only, and

Part B - Proposers wishing to provide management of taxi services

The awarded Contractors shall provide the personnel, equipment and expertise necessary to successfully provide the taxi concession services delineated in the Scope of Services herein. Services shall be performed in a manner in which quality and customer service are priorities and as set forth in the Contract Documents. The Contractor must have the capability of providing consistent, first-class, taxi concession services sufficient to meet passenger demand at all times. This RFP is issued to acquire taxi service only and does not include limousines, luxury vans and SUVs, town cars, pedicabs, or any other means of paid transportation.

### Instructions to Proposers

All companies or group of providers desiring to provide taxi services, as described in the Scope of Work on pages 15 through 25, must submit sealed proposals in an original and eight (8) copies not later than 2:00 PM local time January 29, 2010., to the Orange County Purchasing and Contracts Division, Internal Operations Centre II, 400 East South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635. Proposers may include an electronic copy within the submittal.

Offers by e-mail fax, telephone or telegram shall be rejected as non-responsive regardless of where the e-mail, fax, telephone call, or telegram is received.

It is the sole responsibility of the Proposer to ensure that its proposal reaches the Purchasing and Contracts Division within the deadline for receipt of proposals. Proposals received after the specified time and date shall be returned unopened. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any proposal. The decision to refuse to consider a proposal received after the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Procurement Code.



Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The Purchasing and Contracts office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly on the day of proposal opening and the names of all proposers shall be read aloud.

The Proposer understands that this RFP does not constitute an agreement or contract between Orange County and the Proposer, but may be included as part of a contract in subsequent contract documents with awarded proposers.

## **Questions Regarding this RFP**

All questions or concerns regarding this Request for Proposals must be submitted in writing. Such correspondence may be faxed to (407) 836-5899, or emailed to linda.carson@ocfl.net, or mailed to the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, Orlando, FL 32801, no later than 5:00 PM Friday, January 15, 2010 to the attention of Linda Carson, Purchasing Agent, Purchasing and Contracts Division. Please reference RFP #Y10 – 158LC in your correspondence.

When required, the Purchasing and Contracts Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. No oral interpretation of this RFP shall be considered binding. The County shall be bound by information and statements only when statements are written and executed under the authority of the Manager of the Purchasing and Contracts Division.

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee members or Orange County Convention Center staff during the selection process from the time of issuance of this RFP until award by the Board of County Commissioners. Any proposer who initiates any discussions with staff in any manner other than that described in County Ordinance No. 2002-15 is subject to disqualification from this procurement.

The above provisions exist solely for the convenience and administrative efficiency of Orange County. No proposer or other third party shall gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising therefrom.

## **Definitions**

The following words and terms shall have the stipulated definitions for the purposes of this RFP and corresponding contract documents:

"Board" means the Board of County Commissioners of Orange County.

"Bullpen" is a marshalling area for vehicles

"Clients" are the representatives, members, and attendees of shows that have booked space at OCCC.

"Contract" means any one of the following as context requires: 1. this RFP with all forms and attachments and corresponding proposals, or 2. the individual contract document, all references incorporated therein, and all attachments to the contract document.

"Contract Documents" means the collection of the individual contract document, Request for Proposals (RFP) and addenda thereto, performance bonds, insurance certificates, and the written proposals.

"Contractor" means any proposer awarded any portion of this RFP. A Contractor may consist of an individual firm, and/or a group of firms and/or individuals forming a partnership, joint venture, or consortium.

“Consortium” is comprised of more than one firm or independent operator of taxis created for the purpose of providing services as a single entity. A consortium may consist of a group of independent operators forming a consortium to propose on this RFP, or a number of individual firms forming a consortium to propose on this RFP as a single entity.

“County” means the Orange County Board of County Commissioners or designated and authorized staff of the Board of County Commissioners.

“Customer” means a representative, member, or attendee of a show that has booked space at OCCC, or an official representative of OCCC.

“Dispatcher” is the person responsible for sending vehicles from the Convention Center bullpen area to the staging areas for passenger pick-up, and is responsible for ensuring the orderly and fair progression of the marshalling line.

“Independent Operator” means a single owner and driver of a taxi.

“Marshalling” means holding vehicles in an area (bullpen) to await dispatch.

“Monthly “Per Trip” Record Sheet” is a record of all outbound taxi trips that originate from the Orange County Convention Center.

“North/South Building” means OCCC North Concourse at 9400 Universal Blvd., Orlando Florida, 32819 and South Concourse at 9899 International Drive, Orlando Florida, 32819.

“OCCC” means Orange County Convention Center.

“Orange County” means the Orange County Board of County Commissioners or designated and authorized staff of the Board of County Commissioners.

“Procurement Committee” means the group of individuals assigned by the County to review and score the proposals for this RFP. Representatives on this committee may include in-house staff or members of the community who have specific expertise in evaluating such proposals. Meetings of the Procurement Committee are posted and recorded public meetings in which the public is invited to attend.

“Proposal” means a submittal to the County in response to this Request for Proposals.

“Proposer” means any individual, firm, consortium of firms/individuals or any entity submitting a response or proposal to this Request for Proposal.

“RFP” means Request for Proposal.

“Short haul trip” means any one-way trip from the Convention Center to a destination within one-half mile radius of the Convention Center.

“Staging” is a temporary standing area for vehicles to load and unload passengers (a.k.a. pick-up and drop-off area)

“Starter” is the person responsible for manning the staging areas and authorizing taxis dispatched from the bullpen to pick up a fare. They are also responsible for greeting the public and responding to taxicab and ground transportation inquiries and requests.

“Starter/Management Fee” is the fee for each outbound trip assessed to reimburse the Management Contractor for costs associated with the starter system and management of taxi operations at OCCC.

“Starter System” is the overall operating structure employed to facilitate taxi operations at OCCC to include the following: timely and efficient dispatch of taxis, appropriate pick-up and drop-off procedures, and enforcement of OCCC taxi policies and procedures.

“Trespass” is the removal, either temporarily or permanently, from OCCC premises.

“Vehicles for Hire” means providing and operating taxis. “Vehicles for hire” does not include luxury vans and SUVs, town-cars, and/or limousines.

“West Building” means OCCC West Building at the address of 9800 International Drive, Orlando, Florida 32869.

## **RFP Terms and Conditions**

### **1. Responsiveness of Proposals:**

All proposals must be in writing. A responsive proposal is an offer which conforms in all material respects to the requirements contained herein. Proposals may be rejected if found to be irregular or not in conformance with these requirements and instructions. A proposal maybe found to be irregular or non-responsive for reasons including, but not limited to: failure to use or complete prescribed forms, missing or improperly executed documents, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, improper or undated signatures, failure to use a provided form, or irregularities of any kind that may make the proposal indefinite, ambiguous, or unreasonable in the County's sole judgment.

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities; to accept the proposal which, in its sole judgment, best serves the interest of Orange County; or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners (Board).

Any Proposer who submits a proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

The Board, represented by the Manager of Purchasing and Contracts, reserves the right and sole discretion to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

### **2. Clarification of Proposals:**

The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants after proposals have been received and opened.

### **3. Withdrawal of Proposals:**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer until this RFP has been awarded in its entirety.

### **4. Sealed Proposals:**

Proposals should be inserted into three-ring binders and must be submitted to the Purchasing and Contracts Division, Internal Operations Centre II, 400 East South Street, 2nd Floor, Orlando, FL 32801 in a sealed box or sealed container. The following information should be clearly marked on the outside of the box or container:

- A. Request for Proposal Number
- B. Date of Opening
- C. Name of Proposer

5. Proposal Preparation Costs:

Costs of preparing a response to this request for proposals (RFP) are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. Insurance:

Proposer(s) receiving the award (i.e., Contractors) from this RFP must obtain or possess the following insurance coverage, and must provide Certificates of Insurance to the County for verification of such coverage. The Certificate Holder listed must be the Orange County Board of County Commissioners.

The following insurance provision shall apply to each Proposer awarded the taxi services portions (Part A, Categories 1 through 4) of this RFP:

Vehicle Liability - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$300,000, per occurrence, Combined Single Limits (CSL) or its equivalent for taxis and \$1,000,000 vehicle liability.

The following insurance provisions shall apply to the Proposer awarded the Management of Taxi Services (Part A) of this RFP:

- A. Workers' Compensation - The Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- B. Commercial General Liability - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$500,000, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. The County shall be included as an additional insured on the general liability policy.

7. Indemnification:

The awarded Contractor(s) shall defend, indemnify or hold harmless the County, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

8. Contract Execution:

In accordance with the County Procurement Code, the selection of one or more Proposers by the Board of County Commissioners does not constitute a contract between the Proposer and the County. The parties will only be bound contractually by a formal written contract signed by both parties. Modification or alteration of the contract documents shall only be valid if mutually agreed upon in writing by the parties.

9. Shortlists, Protests and Lobbying:

Prior to a recommendation for award being submitted to the Board, the recommended short list of firms, in high to low order, will be posted for review by interested parties at the Purchasing and Contracts Division and also on the internet at the following web site address:

<http://orangecountyfl.net/cms/BUSINESS/vendors/award.htm>

The posting will remain for a period of five (5) full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Additional information relative to lobbying and protests can be found at the following site:

<http://www.orangecountyfl.net/cmsdocs/govern/lobbyist/lobbyingord.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation and remain in effect until a final recommendation for award is received by the Board of County Commissioners.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the blackout period restrictions of Ordinance No. 2002-15.

10. Procurement Committee Meetings:

Information regarding Procurement Committee meeting(s) and Board approval are available by calling the Purchasing and Contracts Reception Desk at (407) 836-5635. Scores of short listed firms will be available on the Bid Hotline (407) 836-0011 the business day following the Procurement Committee meeting. Proposers will not be notified directly.

11. State of 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 a proposal on a contract to provide any services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. Contract Term:

The County intends to enter into a five (5) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein. The contract will also include a termination for convenience clause after the first two years of the contract term.

13. Subcontracting (if applicable):

Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

## **Debriefing of Proposers**

After Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. Such written requests should be submitted within thirty (30) days after Board approval so that an appointment can be timely scheduled.

The purchasing agent will schedule a meeting with the proposer for the debriefing. However, at the proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the Procurement Committee selection meeting on CD for a \$30 fee per CD. The debriefing shall generally include the following information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.

- D. If requested, an explanation of the score received for each evaluation criteria will be provided.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the proposer.

## **Proposal Format and Instructions**

The County reserves the right to award a contract pursuant to this RFP without further discussion with Proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in sufficient detail to evaluate the proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

Proposers should respond to this RFP in the format delineated below.

### **The Proposal should include the following sections:**

#### Section 1 - Proposer Qualifications and Experience

The Proposer should submit in its proposal a general introduction and qualifications statement, in narrative form, describing the Proposer's general experience and overall capabilities to meet the Scope of Work contained in this RFP. Indicate the number of years the firm has been in the taxi business.

Include your experience during the past five (5) years in performing similar taxi concession services. The narrative should address the firm's ability to accommodate the County's current and future requirements. The narrative should also address past performance including quality of the work performed, significant successes and improvements accomplished. It should briefly describe the circumstances surrounding any work completed that had innovative or special areas of risk, and work with any special requirements or features.

List the five (5) largest clients and references for which the Proposer (you and your firm) currently provides taxi services. If unable to list five (5) clients, list as many as possible. Include the name of a contact person, address, and telephone number for each client that can provide a reference for your firm. The contact person listed as a reference must be someone who has personal knowledge of the Proposer's performance. Contact persons must have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all must have knowledge of your firm. Do not list as references the names of principals or officers who will not be able to answer specific questions regarding your firm. Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of your Proposal. The reference should be the owner or a representative of the owner. Include the period during which work was conducted, the current status, a description of the work performed by the firm, anything unique about the contractual arrangement, and the name(s) of subcontractor(s) used, if any.

#### Section 2 - Approach to the Project and Adherence to Scope of Work

The Proposer should provide a brief narrative description of the Proposer's approach to the project.

The Proposer must address its understanding and compliance with the nineteen (19) items listed in the Scope of Work. List all nineteen (19) items contained in the Scope of Work on pages 15 through 19 herein. It is important that the Proposer confirm its agreement to meet each of the requirements of the Scope of Work and identify any areas in which the Proposer is unable to comply with the Scope of Work.

#### Section 3 - Proposer Primary Representative (Manager) and Staffing

The Proposer should provide a narrative of its organization and staffing. In this section, the Proposer should identify specific personnel to be committed to this project as defined in the Scope of Work and the extent to which they will be committed.

The Proposer should provide the name and a resume of its primary representative (manager) who shall manage the overall administration and performance of all personnel and individuals that the Proposer assigns to the project. The Proposer should indicate the manager's experience and expertise in the management of this type of service and general technical knowledge of all elements of taxi services to be performed by the Proposer's personnel and representative individuals. No substitution of the project manager may be done after the date of submission of your proposal without the written consent of the County.

The proposal should provide a list of all staff to be assigned to provide the required services and describe their experience, training and education.

#### Section 4 - Proposer Vehicles, Equipment, Capabilities and Capacities

The Proposer should provide in narrative form, information pertaining to current vehicles, equipment, capacities and capabilities. In this section, the Proposer should indicate the current total number of vehicles in its fleet (including the number of vehicles that will not be assigned to the OCCC). In addition, this section should provide a clear analysis of the Proposer's vehicles and equipment proposed to be used to provide all of the requested services at the OCCC. The Proposer should indicate the following information related to the vehicles proposed to be assigned to the OCCC: identify specific vehicles, including without limitation, make, model, year, age, mileage, condition, disability accommodation capability (if any), and other equipment able to be committed to this contract.

All taxis serving the OCCC must be clean, dependable, odor-free, smoke-free, and neat in appearance. If the vehicles have in-vehicle video camera surveillance, and/or driver panic button available, that information should be included in this section.

The Proposer should indicate the capabilities and capacities of such vehicles and equipment, and the availability or feasibility of future upgrades, enhancements, or replacements. Include related reference materials and related documents, if applicable. The Proposer should identify its current method for vehicle inspections, vehicle preventative maintenance procedures, meter inspections, and timetables and schedules for fleet replacement.

The Proposer should indicate it has the ability to install a standard GPS mapping device in all taxi vehicles within ninety (90) days after contract award.

The Proposer should address how it will comply with the uniform graphics, uniform color schemes, and numbering system specified in the Scope of Work.

The Proposer should indicate its ability to obtain and maintain the insurance required by this RFP.

#### Section 5 - Operations Plan

The Proposer should provide a narrative Operations Plan with its proposal that addresses how the required services will be provided. As a minimum, the Operations Plan should address the following:

- A. How the Proposer will maintain driver standards and vehicle standards
- B. How the Proposer will operate in accordance with OCCC policies and procedures
- C. How the Proposer will train new drivers and maintain existing driver training
- D. The Proposer's flexibility to provide services for small shows and large shows at OCCC
- E. How the Proposer will assure that appropriate fess are paid as specified in this RFP
- F. How the Proposer will assure its drivers will be respectful of guests and each other while operating at the OCCC

**Note:** For Proposers wishing to submit a proposal for both Operation of Taxi Services (Part A) and the Management of Taxi Operations (Part B), are required to submit separate Operations Plans for each Part A and Part B. Please see the additional details in Section 12, page 13 of this RFP.

#### Section 6 - Proposal Form

Complete the Proposal Form included in this RFP and submit it with your proposal. Each Proposer must read and stipulate (by a check or an "X" on the line next to each category) which category or categories it

wishes to be considered for award. The Proposal Form must be completed with authorized signatures and related information. Failure to properly complete this form may result in rejection of your proposal at the discretion of Orange County.

#### Section 7 - Minority/Women Owned Business Enterprise Participation

Complete the M/WBE forms included in this RFP and submit with your proposal as follows:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
- B. All participating M/WBE firms must be currently certified by Orange County. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at [OrangeCountyfl.net](http://OrangeCountyfl.net). Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime contractor will receive full M/WBE credit for the use of graduate M/WBE's that meet all other requirements. The contract solicited through this RFP is estimated to be valued over \$500,000 and therefore, graduate M/WBE's are eligible to participate. It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.
- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.
- E. Proposers must submit signed Letter of Intent with their proposal for all current Orange County certified M/WBE sub-contractors identified on the Schedule of Subcontracting - M/WBE Participation Form. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed sub-contractor.
- F. The awarded Contractor's responsibilities and requirements are itemized below:
  - i. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-contractors.
  - ii. File copies of all executed sub-contractor agreement/contracts between the prime and all M/WBE sub-contractors on the project to Orange County Business Development Division.
  - iii. The awarded prime contractor shall furnish written documentation evidencing actual dollars paid to each sub-contractor utilized by the prime contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime contractor prior to the issuance of final payment.
  - iv. The prime contractor shall submit an updated quarterly MWBE utilization report



and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.

- v. The awarded prime contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the county, nor shall the prime reduce the scope of work or monetary value of a sub-contractor without written authorization of the county. The prime contractor shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime contractor's team and the addition of any new M/WBE firm to the prime contractor's team on that project.
- vi. The prime contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the Schedule of Subcontracting – M/WBE Participation Form with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from being further considered for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the subcontractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the subcontractor substitution approved, by Orange County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

#### Section 8 - Location

Complete the Location Form indicating the street address of your offices that will be performing the Scope of Work on this project. Submit this form with your proposal.

#### Section 9 - Conflict/Non-Conflict of Interest and Litigation Statement

Complete the attached Conflict/Non-Conflict of Interest and Litigation Statement (with attachments) and submit this form with your proposal.

#### Section 10 - Ethics Compliance

Complete the following forms included in this RFP and submit them with your proposal:

- A. Complete the Orange County Specific Project Expenditure Report and submit with your proposal. The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form should be completed and submitted with the proposal.
- B. Complete the Relationship Disclosure Form and submit with your proposal. The purpose of this form is to document any relationships between a proposer to an Orange County solicitation and the County Mayor or any other member of the Board of County Commissioners. This form should be completed and submitted with the proposal.

- C. No contract award will be made unless the above forms have been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

#### Section 11 - Drug-Free Workplace Form

Complete the Drug-Free Workplace Form attached to this RFP and submit it with your proposal. Failure to certify prior to award of this RFP that the firm has a drug-free workplace in accordance with Florida Statutes 287.087 may result in disqualification of your proposal.

#### Section 12 – Proposers Wishing to Perform Management of Taxi Operations

This section is required to be completed by Proposers wishing to perform Management of Taxi Operations (RFP Part B) in addition to any of the categories in RFP Part A. The Proposer should address its general approach and plan to implement the Scope of Work pertaining to the Management of Taxi Operations at OCCC. The Proposer should address how the Proposer will enforce trespassing of drivers found to be in violation of OCCC policies and procedures. The Proposer should further address the items included in the referenced Scope of Work, including marshalling of vehicles, dispatching, staging, line system, maintenance of records, customer issues, pick-up locations, fees, capital improvements, transition, signage, and personnel. The Proposer should indicate its concurrence with the suggested plan included in the Scope of Work. If the Proposer feels the plan cannot be performed and/or the plan can be improved upon, the Proposer should clearly indicate its evaluation and suggestions for improvement.

##### Management Approach:

1. Describe how you will:
  - A. Ensure that each taxicab operator is properly licensed and insured at all times.
  - B. Ensure that each operator has passed a criminal background check.
  - C. Ensure that each operator understands and speaks English sufficiently, to be able to take customers to their destinations.
  - D. Ensure that operators maintain their vehicles.
  - E. Correct non-compliance with any of the above.
2. Describe your plan for regular daily inspection of vehicle and procedures to ensure efficient enforcement of the of the minimum standards:
  - A. The exterior of the taxicabs shall be washed and the interiors vacuumed daily and kept free of and trash.
  - B. A vehicle is odor-free interior, free of exterior and interior damage and equipped with operating front and rear seat belts.
3. Describe what credit card taxicab operators will be required to accept, the procedures for validating a credit card and the method of paying the taxicab operator for trips changes to credit cards, and any credit card processing service fees plans to charge driver.
4. Explain how high volumes of passenger demand during peak activity will be managed, and how patron waiting times will be kept to reasonable levels. Describe how you will address shortages of taxicabs during inclement weather, traffic delays or other circumstances that reduce the supply of taxicabs. Explain the notification process and what steps will be taken to attract additional taxicabs to OCCC.
5. Describe plans of movement of taxicabs between lot and loading area. Also include the communication between the taxicab operators and the taxicab management personnel.
6. Describe the procedures for handling:
  - A. Customer oral and written complaints.
  - B. Issues that arise between taxicab operators and Management Contractor personnel.
  - C. Issues with taxicab operators.

## Proposal Evaluation - Selection Criteria and Weights

### Overview:

Each Proposer must submit a single proposal for any or all of the categories in Parts A and B listed below. One Proposer will be selected for each category; however, no Proposer will be awarded more than one category from among the first four (4) categories in Part A. A Proposer selected in one of the first four categories in Part A may also be selected for Part B. Proposals will be evaluated based on the point system described below, which is designed to assess quality, experience and capability to provide services. Each Proposer must commit to provide the minimum number of permitted vehicles stipulated below in the category for which they propose. The proposal parts and categories are as follows:

#### RFP Part A - Operation of Taxi Services

Category 1: Minimum of 100 taxis, including five wheelchair lift taxicabs - 40% of the trips

Category 2: Minimum of 60 taxis, including two wheelchair lift taxicabs - 25% of the trips

Category 3: Minimum of 60 taxis, including two wheelchair lift taxicabs - 25% of the trips  
(Note: This category may be designated for an MWBE proposer)

Category 4: Minimum of 25 taxis, including one wheelchair lift taxicab - 10% of the trips

#### RFP Part B - Management of the Taxi Operations as stipulated in the Scope of Work herein.

Trips will be allocated based on the above specified percentages. As demand increases or when larger shows are at the OCCC, awarded Contractors may be required to increase the number of permitted vehicles. However, the trip percentage allocated to their awarded line (category) will not change. It is anticipated that each awarded Contractor will have a separate line, however it may be possible that lines may be shifted or reduced occasionally to allow for flexibility for large shows as well as small shows, and to accurately allocate the appropriate percentage of the trips to each of the awarded Contractors.

To be eligible for Part A, Category 1 (40% of trips), the Proposer must commit to having 100 taxis with the same graphics and color schemes by the designated start date of this contract. If two or more Proposers submit proposals for Part A, Category 1 (40% of trips), only one Proposer will be awarded that Category. The Proposers not selected for Part A Category 1 are still eligible for one of the other categories provided the Proposer stipulates same by checking the categories for which they are proposing on the Proposal Form herein and submit it in response to this RFP. Award of categories Part A, Categories 2 through 4 will be awarded in the same manner. To be eligible for any of the categories in Part A, Categories 1 through 4, the Proposer must commit to having the specified minimum number of taxis, with the same graphics and color schemes, by the designated start date.

Should any of the awarded Proposers in any of the above categories not be able to meet the wheelchair lift requirements, the firms awarded the remaining categories will be requested to provide the additional needed wheelchair lift vehicles on a pro-rata basis at the County's discretion.

Should an insufficient number of Proposers qualify to award all categories, the number of categories will be reduced accordingly.

### Evaluation and Scoring of Proposals:

Proposals will be evaluated by the County's Procurement Committee using the following criteria and weights.

<u>Criteria</u>	<u>Weight</u>
Proposer Qualifications and Experience	20%
Approach to the Project and Adherence to Scope of Work	20%
Proposer Primary Representative (Manager) and Staffing	15%
Proposer Vehicles, Equipment, Capabilities and Capacities	15%
Operations Plan	15%

M/WBE Participation	10%
Location	<u>5%</u>
Total	100%

The highest possible score for RFP Part A (Categories 1 through 4) of this RFP will be 500 points and each criterion will be scored by the members of the Procurement Committee in the following manner:

- 0 points: Non-responsive to the specific criterion
- 1 point: Poor response to the specific criterion
- 2 points: Below average response to the specific criterion
- 3 points: Average response to the specific criterion
- 4 points: Above average response to the specific criterion
- 5 points: Excellent response to the specific criterion

The point total from above for each criterion will then be multiplied by the weight for each criterion to determine a total score for each criterion. The Procurement Committee shall attempt to reach a consensus on each criterion during deliberations; however, should a consensus be unachievable, the individual score for each Procurement Committee member shall be used to determine the score for the specific criterion in which no consensus is obtained.

The Proposer with the highest total score for all criteria shall be recommended for award in Part A, Category 1 taxi services provided the Proposer submits for this category. The Proposer with the second highest total score shall be recommended for award in Part A, Category 2 provided the Proposer submits for this category. In the event that a certified M/WBE firm has not been recommended for award in Part A, Category 1 or Category 2, the highest total scoring certified M/WBE firm shall be recommended for award in Part A Category 3, provided such proposer scores a minimum of 300 total points. The Proposal with the next highest total score will be recommended for award in Part A, Category 4.

If the evaluation of proposals does not result in four (4) qualified proposals for award, in Part A, Categories 1 through 4, the County may, at its discretion, award contracts to qualified proposers and adjust the number of trips and percentages outlined on page 13 of this RFP.

Scoring to Determine the Recommended Award for RFP Part B - Management of Taxi Operations:

Each proposal from Proposers wishing to manage taxi operations (RFP Part B) at the Orange County Convention Center shall be evaluated and scored on its response in the manner and process indicated above to determine the total score for each proposal.

These proposals will then be evaluated on an additional criterion "Management Approach" which shall be separately scored by each Procurement Committee member via the same process as previous criteria. The score for the "Management Approach" criterion will be based on the Proposer's submittal for "Section 12 – Proposers Wishing to Perform Management of Taxi Operations" on page 13 of this RFP. The weight for this criterion shall be twenty (20) percentage points for an additional 100 possible points. The score for this criterion shall be added to the total scores for the previous criteria to determine the Proposer with the highest combined total score for both previous criteria plus the score for the "Management Approach" criterion. The Proposer with the highest overall total score shall be recommended for the Management of Taxi Operations (RFP Part B) at the OCCC.

At the County's sole discretion, the County may hold oral interviews with the top three Proposers for this criteria to determine award, or re-solicit Management services requirements in a separate RFP.

## Scope of Work

The following Scope of Work shall pertain only to Operation of Taxi Services (RFP Part A) at OCCC:

1. Prior to Commencing Services:

Each awarded Contractor must commit to provide the required number of cabs for the category. Each Contractor must provide a list, including name and telephone number for each driver proposed to operate taxis at the OCCC for the Proposer. All drivers must have a favorable motor vehicle record and pass a background check before being allowed to drive a vehicle on OCCC property. The drivers must maintain favorable records to continue to operate vehicles on OCCC property.

2. Service Standards:

Without limitation, the Contractor shall ensure at all times during the contract period that drivers possess a valid and current drivers license issued by the State of Florida of the type required to drive the vehicles with passengers as anticipated by this agreement. The Contractor shall, throughout the term of the contract period, continually provide quality services at a level that meets or exceeds the standards of the transportation industry and the OCCC. Likewise, any and all vehicles used by Contractor in providing and performing services shall be the highest quality available and shall meet or exceed the standards of the transportation industry and the OCCC.

At no additional cost to passengers and clients, the Contractor must be able to accept credit card payment from passengers and clients for all trips, including short haul trips. Note, the OCCC is reviewing the possibility of a credit card taxi pre-payment system whereby a passenger would swipe his/her credit card at a kiosk just prior to boarding a taxi. At the conclusion of the trip the fare information is filled out, and the driver returns a copy to the kiosk management to receive payment. The advantages of this system are (1) the credit card is verified to be good before the taxi trip starts, (2) the credit card is never in the hands of the taxi driver, and (3) the charge is processed through one facility. However, discussions on this payment method are preliminary, and no guarantees are made that such a system will be implemented.

3. The Contractor's Employees and Leased/Contracted Drivers and Independent Drivers:

The Contractor shall cause all employees, all leased/contracted drivers, and all independent drivers to behave in a friendly, respectable and courteous manner towards OCCC and its clients. In the event that OCCC believes that any of the Contractor's employees, leased/contracted drivers, or independent drivers are not performing their duties in a courteous manner, or in the event that OCCC deems such persons to be incompetent, discourteous, careless or otherwise objectionable, then OCCC may advise Contractor and Contractor shall promptly arrange to correct the deficiencies or replace such persons if so directed by OCCC.

4. Availability:

Taxis must be available at least one-day prior to the beginning of show events, for the duration of all show dates, and at least one day after the event regardless of the Convention Center building in which the event occurs. Show dates and times will fluctuate, and will be published and distributed to the Contractor prior to each event. When requested, taxis must be available 24 hours a day, seven days a week. Point of contact and phone number for the Contractor is mandatory. In the event that demands from guests of the OCCC for on-call taxicab service exceeds the number of vehicles currently staged at the OCCC, Contractor shall immediately dispatch other taxicabs to OCCC.

5. Vehicles:

All taxis in each Contractor's fleet serving the OCCC must be must be clean, dependable, odor-free, smoke-free, and neat in appearance. Each Contractor's vehicles must meet State requirements for vehicles for hire as it relates to insurance and vehicle standards and must be appropriate vehicles acceptable to OCCC. OCCC reserves the right to suspend such vehicles

and drivers should the vehicle or driver be determined, in the judgment of OCCC, in violation of the OCCC standards and policies. If the Proposer has in-vehicle video camera surveillance and/or driver panic button available, that information should be included in this section.

6. Drivers:

All drivers must successfully pass a Department of Motor Vehicle Records check and pass driver criminal background checks. At no cost to the County, the Contractor shall provide a Level 1 (5 years) background check for any of its or subcontractors' employees and taxi drivers before starting work to include:

- A. Identification Verification
- B. Selective Service Status (registered/unregistered)
- C. FDLE Automated Criminal Record
- D. Clerk of Courts by County of Residence
- E. Employment Verification
- F. Drivers' license state of residence
- G. Military service Verification
- H. Professional License & Certification Check

The Contractor shall provide OCCC the above information at no cost to the County and shall obtain OCCC Security's approval prior to the person starting work at OCCC. OCCC reserves the right to suspend drivers should the driver be determined, in the judgment of OCCC, in violation of the OCCC standards and policies.

7. Insurance:

Proposer(s) receiving the award (i.e., Contractors) from this RFP must obtain or possess the following insurance coverage, and must provide Certificates of Insurance to the County for verification of such coverage. The Certificate Holder listed must be the Orange County Board of County Commissioners.

The following insurance provision shall apply to each Proposer awarded the taxi services portions (Part A, Categories 1 through 4) of this RFP:

Vehicle Liability - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$300,000, per occurrence, Combined Single Limits (CSL) or its equivalent for taxis and \$1,000,000 vehicle liability for taxis.

The following insurance provisions shall apply to the Proposer awarded the Management of Taxi Services (Part B) of this RFP:

- A. Workers' Compensation - The Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- B. Commercial General Liability - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$500,000, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. The County shall be included as an additional insured on the general liability policy.

8. Indemnification:

The awarded Contractor(s) shall defend, indemnify or hold harmless the County, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness or intentionally wrongful

conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

9. Rates:

All taxis must have calibrated meters which are tested and re-calibrated at the Proposer's expense. Such testing shall occur at least annually in a similar manner as the taxis operating within City of Orlando limits and must charge meter rates the same as or consistent with the rates imposed by the City of Orlando. All rates must be posted in an area of the vehicle easily visible to passengers.

10. Lost and Found Procedures:

The Contractor must be able to demonstrate the ability and method by which it tracks and returns lost items.

11. Customer Issues and Complaints:

The Contractor must have a system for resolving guest service and passenger issues. The Contractor must display one working phone number for lost and found issues. This number must be displayed in an area of the vehicle easily visible to passengers. In almost every instance, the Contractor should be able to satisfactorily resolve the issue on its own; however, a follow-up will be made by the Management Company to assure each issue is resolved. OCCC will only address issues involving the Management Company and may establish a system to receive such complaints directly by the OCCC. The Management Contractor must provide OCCC a monthly summary of all customer complaints, including those complaints against the Management Contractor, and how the complaint was (or is being) resolved. Contractors are encouraged to provide GPS mapping/tracking devices in all vehicles to resolve complaints of taking an unusually long route to a destination.

12. Color Schemes, Graphics, Uniformity:

Each Contractor, firm, or consortium of firms shall ensure that the vehicles operating under the name of the firm or consortium have identical color schemes, are uniform in appearance, and have consistent graphics to easily identify whom they represent. These must be visible and identifiable by the passenger. Each Contractor for each respective category must commit to have all taxis under its operation be uniform in appearance prior to beginning operations. Each Contractor for each respective category must commit to have a specific taxi number on each taxi.

13. Wheelchair Lift-equipped Vehicles:

Contractors that provide and operate wheelchair lift-equipped taxicabs at the Orange County Convention Center must do so at the same meter rate as other taxi services. Wheelchair lift-equipped vehicles must be called up and loaded out of turn without impacting the line system. Wheelchair lift-equipped vehicles must also be used in the regular taxi line progression to transport non-disabled passengers and clients.

14. Labor and Equipment:

The Contractor shall provide and maintain in good condition and repair any and all taxis and equipment necessary to perform the services to OCCC.

15. Licenses and Taxes:

The Contractor shall maintain in good standing and pay for any and all licenses, a Business Tax Receipt (formerly Occupational License), and all applicable permits and approvals necessary for the provision of taxi services at OCCC, and shall pay any and all sales, excise and other applicable taxes incident to, or in connection with, its providing services.

16. OCCC Rules and Operating Procedures:

The Contractor for itself and its employees, agents, representatives, and contractors hereby acknowledges and agrees to abide and otherwise comply with any and all OCCC rules, policies and procedures (Attachment A) in its current form or as amended in the future.

17. Fees and Deposits:

Prior to commencement of services included in this RFP, the awarded Proposer (Contractor) for each category will be required to submit a one-time security deposit to the OCCC. This deposit shall guarantee future payment of the appropriate "per trip" fee by each Contractor and is based on a one-month payment schedule of the \$1 "per trip" fee indicated below. Outstanding balances remaining will be returned to the Contractors upon termination of the contract or expiration of the contract, whichever occurs first.

Each Contractor shall submit a deposit as follows:

- Part A, Category 1 (40% line): Contractor must deposit \$4,000 in advance toward unpaid trip fees.
- Part A, Category 2 and Part A, Category 3 (25% line): Each Contractor must deposit \$2,000 in advance toward unpaid trip fees.
- Part A, Category 4 (10% line): Contractor must deposit \$1,000 in advance toward unpaid trip fees.
- Throughout the term of the contract, each Contractor must pay an annual fee of one hundred and fifty dollars (\$150) in advance per vehicle to the OCCC as a permit/privilege fee for operation (regardless of trips) on Convention Center property. This is the same amount currently being charged by OCCC for the ability to operate taxis on Convention Center property.
- Upon commencement of operations and throughout the term of the contract, each Contractor shall pay a one dollar (\$1.00) "per trip" fee toward the management and supervision of the system. The fees will be required of all taxicab operators. Each Contractor is required to document and keep records of each trip from the OCCC and provide copies of these records to both the Management Contractor and the OCCC within five (5) days after the last day of each month. Fees not paid within thirty (30) days after receipt of an invoice will be deducted from the deposit and the operator will be suspended until the deposit is replenished.

18. Accounting System:

The awarded Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices, charges, expenses, and costs incurred in providing taxi services for the term of this contract. To assure compliance with contract documents, the County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. The Contractor shall ensure the County has these same rights with regard to any subcontractor(s) performing work related to taxi services at OCCC.

19. Tobacco-free Workplace and Smoke-free Vehicles:

Effective January 1, 2010, virtually all Orange County operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on County-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. All taxis proposed for this RFP shall be smoke-free taxis for the health and welfare of patrons. Failure to abide by this policy may result in the termination of the applicable contract(s).



**The following Scope of Services shall pertain only to the Management of Taxi Operations at OCCC (RFP Part B):**

Proposers wishing to manage taxi operations at the Orange County Convention Center shall operate under the following scope of services:

Proposers wishing to provide only management of taxi operations should stipulate same on the Proposal Form and respond to this section only. The County shall determine whether such proposal shall be considered as part of this RFP or whether a separate RFP should be issued for such services.

The Proposer should evaluate the current taxicab operation at the Orange County Convention Center and provide a comprehensive proposal for future operations to include taxi marshalling and dispatching, staging, coordination, enforcement, and management of all taxi operations. The proposal should specifically address access, egress, staging, dispatch, loading, and unloading of taxis through both Convention Center buildings.

The Proposer should suggest some type of short trip consideration be given to drivers who return to the OCCC after a short trip. Consider some type of advance queue standing when they return to the OCCC. The estimated taxicab trips from the OCCC are approximately 120,000 per year and will fluctuate according to the number and size of shows held at OCCC. Orange County makes no promises or guarantees regarding the actual number of taxicab trips per year.

Taxi Management Concepts

Orange County intends to create an organized definable business opportunity with each successful Contractor having a separate taxicab staging line which should result in the following advantages:

1. Preserves driver income by assuring that lines progress at a pace similar to the number of OCCC permits each successful Contractor operates.
2. Identifies for drivers which taxi is next in line.
3. Increases the ability to ensure each successful Contractor receives a fair share of business.
4. Protects the smaller operators from being pushed to the back of a single long line.
5. Encourages the best operators to continue serving the needs of OCCC attendees.
6. Provides a fair opportunity for certified M/WBE and small business contractors.

Taxi service at the OCCC will be exclusive to Contractors selected and approved by the Board of County Commissioners. The awarded Management Contractor shall be the designated the exclusive company to manage taxi services for clients and attendees via award of this RFP.

The Management Contractor must ensure that a copy of the monthly "per trip" record received from each Contractor is sent to OCCC no later than the 10th day of each month (one month immediately following the commencement of services) to ensure appropriate accounting and allow for cost recovery of Contractor starter/management fees.

Taxi Operations

The Management Contractor should generally manage the taxi operation as follows:

1. **Taxi Marshalling and Dispatching:** Prior to beginning operations, the Management Contractor must provide a comprehensive plan on how taxis will marshal on property. The proposal will include the number and types of personnel necessary to facilitate dispatching of taxis (dispatchers), entry and exit points, enforcement, and flow of traffic. A "dispatcher" must be located at each taxi bullpen provided by the Management Contractor. Dispatchers are responsible for sending vehicles from the Convention Center bullpen area to the staging areas for passenger pick-up, and are responsible for ensuring the orderly and fair progression of the marshalling line.

Currently, only one (1) marshalling area ("bull-pen") exists at the North/South facility. A second bullpen is likely required for the West Building. Prior to beginning operations, the Management Contractor will be responsible for providing Orange County its recommendations related to a new bullpen marshalling area behind the West building. The recommendations shall include

estimated time frame for construction and the estimated construction costs to implement this bullpen area including design, equipment, materials and construction costs. The design, cost and construction must be approved by the County. The County will determine whether or not to proceed with the recommendations, how to fund the improvements, and the party responsible for completing the project. In any event the County expects that the cost will be born by the County either directly or via reimbursement to the Management Contractor.

2. Staging Areas (Pick-up/Drop-off): The Management Contractor will provide recommendations for taxi staging on property. Currently, taxis stage at 4 areas at the West Building and 4 areas at the North/South building. The Management Contractor will also provide recommendations for where luxury vehicles (sedans and limousines) should be staged. Currently, OCCC accommodates these vehicles outside of the Central lobby in the northbound lane, and in the north and south taxi lanes of the north/south building. A "starter" (provided by the Contractor) must be located at each staging area that will contact the dispatcher at the bullpen. The starter is responsible for controlling the taxi staging (pick-up) areas, only allowing the exclusive providers to pick up fares. They are also responsible for greeting the public and responding to taxicab and ground transportation inquiries and requests. The starter must also record all out-bound trips with corresponding destination information. All drivers must report to the bullpen prior to picking up fares at the staging areas. The starters will ensure that any taxi providers may drop-off fares at OCCC. The Management Contractor must identify and provide a mode of communication between the dispatchers and starters.
3. Monthly "Per Trip" Record Sheet: The Management Contractor is responsible for submitting a monthly "per trip" record of all outbound taxi trips that originate from the Convention Center for all taxis. The starter (provided by the Management Contractor), located at the pick-up areas on Convention Center property, will gather this information each day. A starter/management fee of one dollar (\$1.00) will be assessed per the outbound trip. The "per trip" record sheet and subsequent records and reports must show total trips by each operator, as well as destinations and approximate fares.
4. Customer Issues: The Management Contractor must have a system for resolving passenger issues, complaints, and lost and found issues. In almost every instance, each Contractor should be able to satisfactorily resolve the issue on its own; however, a follow-up must be made by the Management Contractor to assure each issue is resolved. OCCC will only address issues not involving the Management Contractor and may establish a system to receive such complaints directly by the OCCC. The Management Contractor must provide OCCC a monthly summary of all customer complaints, including those complaints against the Management Contractor, and how the complaint was (or is being) resolved.

#### Suggested Line System Management Operations

A software application for managing and tracking taxicab queuing lines should be implemented by the Management Contractor and operate generally as follows:

1. Taxis are called up from a holding area out of sight of the loading curbs.
2. The long-term holding area should be a one - person booth with telephone, internet data service, air-conditioning and a large exterior mounted bar-code reader.
3. Taxis will be called up in order of the fleet allocation percentage.
4. The taxis are then scanned as each exits the holding area and the drivers are given a scanned loading ticket/receipt. This loading ticket/receipt informs the driver as to which loading curb to go. The OCCC will have at least three passenger loading locations.
5. The loading curb starters serving the passengers will have a set number of taxicab spaces to fill. When a space is open, the starter radios the long-term holding area for additional taxicabs. The loading curbs store a pre-defined number of cabs to avoid guest wait time. As described below, it is the intent of the OCCC that the current taxi loading area be converted to a short queue area for large events. In these instances, vehicles will flow from the holding area to the short queue and then to the curbside loading area.
6. When the taxi driver approaches the assigned loading curb and presents the loading ticket/receipt to the starter, the starter scans the loading ticket/receipt to validate that an

authorized driver is in line. This starter will be provided electricity and data to operate the scanner and computer.

7. The starter shall ask the passenger for their destination, enter the destination within the system and assist the passenger. To avoid slowing the passenger line, the starter will only record general area destinations such as N. I-Drive, S. I-Drive, OIA or other agreed to areas.
8. In the event a driver acts rude or does not comply with the operational rules, he or she will not be loaded and will be directed to return to the holding area away from the passengers to see the holding manager.
9. The system must be able to generate the following standard reports:
  - o Trips by day, date range, time of day
  - o Trips by operator and trips by operator's vehicle numbers
  - o Trips by pick-up location
  - o The data from the system is used to bill each awarded Contractor for their trip fees
10. For management of the services to be effective, the Management Contractor must be able to work through designated leadership from each winning Contractor as opposed to dealing with each individual driver.

The Management Contractor must provide dispatch personnel and equipment to staff the bullpen areas, pick-up and drop-off areas.

### Suggested Operational Holding and Pick-up Locations

Currently, the taxicab passengers are required to walk outside to board a taxicab. An organized loading system should allow the OCCC to allocate a sufficient number of taxicab loading positions next to the building and under cover. This will greatly improve passenger services. The proposed operational flow may be as follows:

1. The holding area for taxicabs is proposed to be lot A located behind the West Concourse. This is where the taxicabs would stage and wait their turn to be assigned a specific loading curb or short queue. The exit from the taxicab holding area would need to be controlled by a manager in a booth as described above.
2. An alternative location for the holding area is the parking lot next to the OCCC garage off Canadian Court across from the Hilton Orlando.
3. The West Concourse (WC) is proposed to have two curb side loading areas and two "short queue" holding areas. The loading areas are next to the building and the short queue areas are the areas currently used for taxicab holding and actual passenger pick-up.
4. The WC short queue areas would be utilized during busy shows. The use of these areas is designed to minimize passenger wait time. The short queue holding areas would be in front of the WC, but not on the curb. These areas will hold 10 — 12 taxicabs.
5. The actual loading areas for the WC are (1) near Halls A & B or WA4 and (2) near Hall D & E or WE 1. These areas will have a starter. The starter will need electricity and a data hook up. Approximately 5 — 6 taxicabs can stage at each of these areas. When the short queue is being used, the starters will signal the next cab in the short queue and then inform the holding manager to send another cab to the short queue.
6. It is estimated that approximately 65% of all taxicab pick ups originate from the West Concourse.
7. The North/South Building will have taxicab service from the South Concourse exit. The Center would need to install signs within the building directing the attendees to the South Concourse exit for taxicab service. The taxicabs would use the current taxicab loading area for short queue staging. Actual pick-up service would occur next to the building between the two escalators. This area / starter will also need "data and electric" at this location as well.
8. All three of the pick-up locations would have a starter on-site when being utilized.
9. Wheelchair vehicles must be called up and loaded out of turn without impacting the line system.

### Fee Assessment

1. Starter/Management Fee: For each outbound trip (per metered fare), each vehicle of each awarded Proposer will be assessed a flat rate starter/management fee of one dollar (\$1.00). Such funds will be collected by the Management Contractor and submitted to the OCCC along with the "Monthly 'Per Trip' Record Sheet" by the 10<sup>th</sup> of each following month. It is intended that this revenue stream will be placed in a holding account to reimburse the Contractor monthly for operational costs associated with the starter fees (such as personnel, uniforms, etc) and

management of the taxi operations. Specific costs associated with starter fees and management of the taxi operations may be negotiated between OCCC and the Management Contractor at the discretion of OCCC. Note: The “per trip” starter/management fee may be adjusted from time to time at the County’s option to assure equitable and complete cost recovery to the Management Contractor, and to allow for a one-month escrow. The Management Contractor must keep detailed records to support the assessment of the starter/management fee. Such records must be auditable and available at any time for inspection by the County or the County’s representatives to verify the accuracy of fees assessed. The Management Contractor agrees to rectify all errors and inappropriate charges. The Management Contractor agrees to either immediately reimburse the appropriate party, or immediately credit all fees to the appropriate party that are overcharged, incorrectly assessed, or inappropriately charged.

Prior to commencement of services included in this RFP, the awarded Proposer (Contractor) for each category will be required to submit a security deposit to the OCCC as referenced in Section 16 of the Scope of Work (page 17) herein. Outstanding balances remaining will be returned to the Proposers upon termination of the contract or expiration of the contract, whichever occurs first.

2. Permit/Privilege Fee: Each taxi vehicle will be assessed a yearly operational fee of \$150 by the OCCC which is the same fee currently being charged by the OCCC. Should any of the current taxi operators at OCCC not be awarded this contract, a prorated refund shall be made to reimburse vehicle owners for the months not performing taxi services.
3. No other fees will be permitted without the written consent of the Orange County Convention Center. The Proposer hereby agrees to include the provisions of any and all required terms of the contract resulting from this RFP in all subcontractor contracts, including fees, so as to require compliance by subcontractors therewith.

#### Personnel

1. The Management Contractor shall employ knowledgeable, well-trained personnel who have positive attitudes and shall ensure that clients/attendees of the OCCC receive excellent service.
2. The Management Contractor shall furnish to the designated representative of OCCC a list of the names of all employees, the commencement date of employment of each employee and the duties to be performed by each as well as full or part time status. The Management Contractor shall also furnish updates to the list with the names of those employees whose employment with the Management Contractor has terminated as well as new employees.
3. The Management Contractor’s personnel shall be neatly dressed in the Management Contractor’s uniformed attire. Such personnel shall obtain identification badges from the OCCC. Permanent full-time and permanent part-time Management Contractor employees shall pass a criminal background check before working at the OCCC. This background check shall be conducted by OCCC. OCCC reserves the right to invoice the Management Contractor for these costs. The OCCC reserves the right to require the Management Contractor to remove any employee that the OCCC deems to be an unacceptable risk pursuant to the background check or who is otherwise objectionable, including the manager representing the Management Contractor for the taxi services.
4. The OCCC shall have the right at any time to refuse access to, or trespass any employee of the Management Contractor who, in the opinion of the OCCC, is drinking alcoholic beverages, using narcotic substances, or otherwise engaging in unlawful, obtrusive or inappropriate conduct, unacceptable performance, or any other conduct that violates the contract terms. The OCCC reserves the right to remove any subcontractor from the OCCC premises whose background, performance, and/or general methodologies are deemed by the OCCC not in the best interest of the OCCC.
5. The Management Contractor shall serve as the “OCCC Taxi Operations Manager” responsible for the direction and management of all OCCC taxi operations performed at the Convention Center. The Management Contractor will also be responsible for monitoring, overseeing and directing all Contractors performing taxi services at OCCC.

6. The individual manager or designated representative of the Management Contractor shall ensure that excellent services are provided and shall be the primary liaison to the Convention Center. The manager or designee shall attend the OCCC Operations weekly meetings, client site visits and the pre-performance meetings with the clients as needed. The manager shall also represent the Security and Transportation Division in other meetings as necessary.
7. At the request of the OCCC designated representative, the manager or designated representative from each Contractor, and other pertinent staff must attend the Center of Hospitality and TIPS training classes provided by the Orange County Convention Center.
8. The manager or designated representative of the Management Contractor shall have the right at any time to refuse access to, or trespass any taxi driver that has been suspended from OCCC operations or any taxi driver that is not a member of the designated drivers from any of the awarded Contractors from this RFP.

#### Transition

The Management Contractor shall work with the OCCC Security Division in every aspect to ensure an orderly transition and start-up while providing excellent services. To allow for a smooth transition, Orange County expects to award this contract no later than March 1, 2010 to provide the Management Contractor adequate time to plan for servicing both OCCC buildings as follows:

1. West Building: The Management Contractor shall provide the OCCC with recommendations with respect to design and construction of a bullpen area for taxi marshalling. Additionally, the Management Contractor will be required to establish remote services commencing March 1, 2010 forward, as required to meet customer needs. Until the West bullpen is completed, all taxis may be dispatched from the existing North/South bullpen.
2. North/South Building: The North/South building is already available for immediate taxi service operation and oversight by the Management Contractor. The Management Contractor shall be fully operational by March 1, 2010.
3. The Management Contractor will be responsible for posting dispatchers at different locations throughout the perimeter of the each building. Taxis can temporarily stage at four locations at the West building. The North Lobby, Central Lobby, South Lobby, as well, as the Westwood Entrance have all been designated as taxi stands for the West building. There are four taxi stands located at the North/South building (North A lobby, North B lobby, South A lobby and South B lobby). The Management Contractor personnel will alert the West and North/South bullpens that taxis are needed at the above referenced taxi stands. The Management Contractor personnel are also tasked with discouraging and trespassing "rogue taxis" (providers that are not awarded any category of this RFP) from picking up fares at the Center.

#### Access to Premises

The Management Contractor and its employees shall be entitled to enter upon and remain on the OCCC premises as necessary to perform the services required herein. Access by the Management Contractor's employees shall be limited to the areas on the OCCC premises designated for this contract or available for common use. No provision of the contract shall be read to limit or qualify the right of the OCCC to free and unobstructed use, occupation and control of the OCCC, and ingress and egress for itself, its clients, patrons and employees. Authorized representatives of the OCCC shall have the right to enter upon and have access to all areas occupied by the Management Contractor.

#### Management Contractor Parking

Parking for the Management Contractor's employees will be available in the parking garage at the south end of the building upon the employee passing a police background check conducted by OCCC. Employee parking for the North/South building is available at the Canadian Court Parking Garage, 5980 Canadian Court, Orlando Florida 32819 where employees may take the complimentary employee bus shuttle to the North/South Facility. As the demand for parking increases, OCCC reserves the right to direct where the Management Contractor's employees may park, to include charging reasonable parking fees. OCCC reserves the right to invoice the Management Contractor for any costs.

## Loss Prevention

The Management Contractor shall take all reasonable precautions to prevent damage, injury or loss to:

1. All employees on the job and all other persons who may be affected thereby.
2. All the work, materials and equipment on or off the OCCC premises, that is under the care, custody or control of the Management Contractor.
3. All property at the surrounding work site on the OCCC premises. In an emergency affecting the safety of persons or property, the Management Contractor shall act, with reasonable care and discretion, to prevent any damage, injury or threatened loss.
4. The Management Contractor shall initiate, maintain and supervise all reasonably necessary safety precaution programs in connection with the taxi operation, and describe such programs in a safety plan. The safety plan shall be provided upon request by the OCCC. The Management Contractor shall comply with all applicable Federal, State and local safety laws and regulations. The Management Contractor shall cooperate with the OCCC in any safety program sponsored or endorsed by the OCCC and Orange County.

## Capital Improvements

1. West Building: The Management Contractor will submit recommendations for building and maintaining a bullpen area (adjacent to West Parking Lot A), to include entrance/exit driveways, two (2) gates (one to control ingress and the other to control egress), and a 'starter shed'. Starter sheds should be self-contained and approximately 4X4 feet with electricity and phone capability. The recommendations will include suggestions for providing an external covered area for vending machines as well as providing and maintaining portable restroom facilities for the drivers.
2. North/South Building: The Management Contractor will submit recommendations for retrofitting the current structure to accommodate the starter (such as a starter shed) and the possible inclusion of gates (for ingress and egress control). The recommendations will include suggestions for providing an external covered area for vending machines as well as providing and maintaining portable restroom facilities for the drivers.
3. Costs and Funding Source: Improvement recommendations will include the estimated overall fixed project costs for all capital improvements the suggested funding source of such improvements, and an estimated time for completion of the improvements.
4. The Management Contractor shall purchase portable (temporary) external taxi signage, and provide any and all labor, products, equipment, materials, and supplies.
5. OCCC will endeavor to identify office space for the Management Contractor on the OCCC premises.

## Signage

The Management Contractor will provide temporary external taxi signage to be located at taxi stands (staging areas) for both the West and North/South buildings. Permanent bullpen signs will also need to be created and placed at each building. The Management Contractor is expected to fabricate all signs upon the Center's approval. All costs associated with the permanent bullpen signs will be reimbursed by the Orange County Convention Center. Temporary taxi staging signs will be provided at the Management Contractor's expense.

# Proposal Form

## Taxicab Concessions at the Orange County Convention Center

The undersigned, having fully examined all of the Proposal documents for the award of a the taxicab concession described herein and having become familiar with the specifications, requirements and procedures therefore, hereby proposes and offers to perform all obligations associated therewith, and agrees to pay the "per trip" Starter/Management Fee and the Privilege/Permit Fee as set forth in the Scope of Work herein. Fees may be renegotiated annually for the initial contract years and renewal years. No alternate permit fee, starter fee, "per trip" fee, or management, business or alternative fee will be allowed by OCCC.

One Proposer will be selected for each category; however, no Proposer will be awarded more than one category in Part A. A Proposer selected in one of the four categories in Part A may also be selected for Part B.

Please check (with a check or an "X") all the categories for which you would like to be selected from the following:

### Part A

- Category 1: 40% of the trips - minimum of 100 taxis \_\_\_\_\_
- Category 2: 25% of the trips - minimum of 60 taxis   X
- Category 3: 25% of the trips - minimum of 60 taxis   X    
(Note: This Category may be a designated an M/WBE line)
- Category 4: 10% of the trips - minimum of 25 taxis   X

### Part B

Management of the taxi operations at the Convention Center \_\_\_\_\_

### Authorized Signatories/Negotiators

The proposer represents that the following person(s) is authorized to sign and/or negotiate contracts and related documents to which the proposer will be duly bound:

ROBERT T. GAYE

Individual Name(s)

  
Signature(s)

PRESIDENT/CEO

Title(s)

STAR TAXI, INC.

Business Name

9388 SIDNEY HAYES RD., ORLANDO, FL, 32824

Address (street number, street name, city, state and zip code)

Type of Organization:   \_\_\_  Sole Proprietorship   \_\_\_  Partnership  
                                  \_\_\_  Joint Venture             X    Corporation

Federal I.D. or Social Security number: 59-3303876

Telephone: 407-857-9999

E-mail Address: rtg@gostarmgt.com



## Employment Data, Schedule of Minorities and Women Form Taxi Services at the Orange County Convention Center

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange county workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your bid/proposals may be cause for rejection of your bid/proposal.

JOB CATEGORIES	Majority		Minority Males				Minority Females				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors	2	1	3					1			7
Professionals	1		1	1			2				5
Technicians											0
Sales Workers											0
Office and Clerical		2	1				2	1		1	7
Craftsman (Skilled)											0
Operatives (Semi-Skilled)											0
Laborers (Unskilled)			1								1
Service Workers											0
Apprentices											0
Interns/Co-Ops											0
Wages to Work Employees											0
<b>TOTAL</b>	<b>3</b>	<b>3</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>20</b>
Changes Since Last Report	N/A									N/A	N/A

The above reflects (Check One):  Orange County Workforce  Total Permanent Workforce (Outside Orange County)  
 For Construction Projects Only: Do you intend to hire new employees for the project?  Yes  No If yes, how many approximately?

Name of Firm STAR TAXI, INC. Period of Report Q1 2010 No. of Years in Business in Orange County 15

Form Completed by MAT C. SHEEHAN / COO   
 Form Approved by ROBERT T. GAYE / CEO  Signature  
 Signature



**Schedule of Subcontracting – MWBE Participation Form**  
 Taxi Services at the Orange County Convention Center

As specified in Section \_\_\_ of this document, proposers must list all subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and MWBE designation or majority (non-MWBE owned company.) Designations are: MBE-BM (Black Male); MWBE-BF (Black Female); MBE-HM (Hispanic Male); MWBE-HF (Hispanic Female); MBE-NAM (Native American Male); MWBE-NAF (Native American Female); MBE-AM (Asian Male); MWBE-AF (Asian Female); and WBE-WF (White Female). Provide all information requested. Use additional sheets if necessary.

Will your firm perform all the work with your own forces? Yes  No  (If no complete the form below)

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	MWBE Designation Or Majority Owner
N/A	N/A	N/A	N/A	N/A
/	/	/	/	/
/	/	/	/	/
/	/	/	/	/
/	/	/	/	/
/	/	/	/	/

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: STAR TAXI, INC.  
 Signature: [Signature]  
 Date: 1/28/10

### Location Form

Proposer shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

Prime Contractor (Name and Address)	City	County	State/Zip	% of Work
1. <u>STAR TAXI, INC.</u> <u>9388 SIDNEY HAYES RD.</u>	<u>ORLANDO</u>	<u>ORANGE</u>	<u>FL/32824</u>	<u>100.</u> %
2. <u>N/A</u>	_____	_____	_____	_____ %
3. <u>N/A</u>	_____	_____	_____	_____ %

Subcontractor (Name & Address)	City	County	State/Zip	% of Work
1. <u>N/A</u>	_____	_____	_____	_____ %
2. <u>N/A</u>	_____	_____	_____	_____ %
3. <u>N/A</u>	_____	_____	_____	_____ %
Total Percentage (must equal 100%)				<u>100</u> %

Note: Use additional pages if necessary

## Conflict/Non-conflict of Interest Statement Form

### Check One

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## Litigation Statement

### Check One

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

STAR TAXI, INC.

Company Name

  
Authorized Signature

ROBERT T. GAYE  
Name (print of type)

PRESIDENT / CEO  
Title

Failure to check the appropriate blocks above may result in disqualification of your proposal. Additionally, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

## Orange County Specific Project Expenditure Report

This form must be completed in full and filed with all proposals to the RFP and shall remain cumulative. Amendments to the initial report shall also be submitted to the Purchasing and Contracts Division.

### Part I

Please complete the following:

Name and Address of Principal or Principal's Authorized Agent: ROBERT T. EYAYE  
8809 SOUTHERN BREEZE DR, ORLANDO, FL 32836

Name and Address of Lobbyist, consultants, contractors, if any: N/A

### Part II

#### Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

Date of Expenditure	Name of Payee	Description of Expenditure	Amount Expended
N/A	N/A	N/A	\$ N/A
			\$
			\$
			\$
			\$

If continued on a separate sheet, please check here \_\_\_\_\_

Total Expenditures this Report: \$ 0

Date of this Report: 1/28/10

Solicitation # Y10 – 158LC

**Part III**

Certification:

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this solicitation prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 1/28/10

  
\_\_\_\_\_  
Signature of Principal or Principal's Authorized Agent

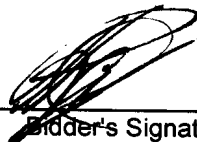
**Failure to complete and submit this form with your proposal may render it non-responsive.**

## Drug-free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that  
STAR TAXI, INC. does:  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.



Bidder's Signature

1/28/10

Date

## Relationship Disclosure Form

This form shall be completed by the Proposer or his/her agent (when accompanied by an agent authorization form on file with the County) and is required be submitted to the Purchasing and Contracts Division by the Proposer or his/her agent prior to contract award.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

### PART I. PROPOSAL INFORMATION

RFP No: Y10 – 158 LC

Name of Proposer: STAR TAXI, INC.

Business Address (Street/P.O. Box, City and Zip Code): 9388 SIDNEY HAYES RD.  
ORLANDO, FLORIDA 32824

Business Phone (407) 857-9999

Facsimile (407) 826-5800

### PART II

IS THE PROPOSER OR ANY PERSON INVOLVED IN THIS PROJECT A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

Yes \_\_\_ No

IS THE ORANGE COUNTY MAYOR OR ANY MEMBER OF THE BOARD YOUR EMPLOYEE?

Yes \_\_\_ No

IS ANY PERSON WITH A BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE COUNTY MAYOR OR MEMBER OF THE BOARD?

Yes \_\_\_ No

If you responded yes to any of the above questions, please state with whom and explain the relationship:

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### PART III ORIGINAL SIGNATURE REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 1/28/10

Signature

ROBERT T. GAYE, PRESIDENT/CEO  
Print Name and Title

Failure to complete and submit this form with your proposal may render it non-responsive.

## Attachment A

### OCCC Taxi Transportation Rules and Operating Procedures

The Convention Center has instituted standards for vehicles operating as taxicabs. These standards apply to all taxis that conduct business (pick-up fares) on Orange County Convention Center property. The Contractor is responsible for upholding these rules and regulations for the consortium members and vehicles, and will be subject to citations if these procedures are violated.

- Taxis are defined as those vehicles for hire with roof lights, meters and operate on a demand basis.
- Limousines are defined as those vehicles that are luxury or built for the purpose, i.e., stretch or formal and operate on a reserved basis at an hourly rate.

#### Operating Requirements & Procedures:

- The Contractor must submit a list of all drivers that are approved by the consortium to operate a taxi at the Center.
- Proof of a driver's license and necessary insurance must also be submitted to the OCCC for each driver.
- Proof of insurance as required by this RFP will be reviewed periodically by OCCC staff or OCCC contracted representatives. Failure to show proof of insurance at the time of review shall result in suspension from OCCC property for a one month period.
- All drivers will be required to pass a background check expensed and administered by the Contractor. All drivers must be eighteen (18) years of age or older.
- The name of the taxi company shall be displayed in permanent markings in a minimum of 4-inch letters on the sides of all vehicles. The standard rates and charges shall be displayed in permanent markings on the side of all vehicles. The taxi company's vehicles shall be uniform in color and logo design.
- Vehicles shall have a permanent taxi roof light.
- Standard rates and charges shall be posted on the vehicles in a manner clearly visible to the passengers.
- Each vehicle must have a picture identification of the driver displayed in the taxi that is clearly visible to the passenger.
- Vehicles shall have an operational meter, which shall be calibrated pursuant to Chapter 531, Florida Statutes. All displayed rates shall be per the meter calibrations. Florida State Inspectors must inspect all meters.
- The Contractor is responsible for performing annual inspections of meters and vehicles, in addition to the Florida State inspection (which is scheduled every two years).
- The vehicle provided shall meet all safety and operations requirements imposed by the Convention Center regulations which include, but are not limited to:
  - ✓ Operational horn
  - ✓ Properly sized tires, in good condition
  - ✓ Side and rear view mirrors
  - ✓ Doors with operating handles both inside and out
  - ✓ Secured floor coverings
  - ✓ Two operational windshield wipers
  - ✓ Operational parking brake
  - ✓ Operational turn signals
  - ✓ Operational air conditioning & heating systems
  - ✓ Clean, professional appearance vehicle - both internal and external
  - ✓ Operational two-way radio or comparable communication system
  - ✓ GPS mapping system

#### Taxi Operating Guidelines:

- All vehicles providing transportation services from the Convention Center must possess a valid OCCC permit issued and expensed by the Contractor. Non-permitted vehicles may drop off passengers at the designated areas determined by the Contractor.
- All passengers must be picked up in the designated loading/staging areas per the Contractor.



- All taxi service shall operate from the designated North/South and West holding areas and loading zones (bullpens). Authorized taxis will progress through the bullpen and passenger loading zones (staging areas) to depart the OCCC property.
- " Cruising " by vehicles for hire is prohibited on the Convention Center property.
- All drivers must remain in the immediate vicinity of their vehicles.
- Solicitation of a fare by operators of vehicles for hire shall be strictly prohibited.
- Any employee or driver of a taxi service shall maintain a minimum dress code. Each employee or driver must wear shoes, trousers (Bermuda type shorts are acceptable), skirt or dress and shirt or blouse. No tank tops, halter-tops, thongs or cut offs are permitted.
- Refusal of a passenger fare or a passenger requesting service on the basis of short haul destination desires by the passenger shall be prohibited on Convention Center property.
- Vehicles shall not be maintained, cleaned, or detailed in the staging areas and/or bullpen area.
- Official taxi service receipts must be given to passengers upon request.
- Any employee or driver of a taxi service shall not engage in the consumption of alcoholic beverages, boisterous conversations, profanity, or fighting at the OCCC.
- All drivers must adhere to posted speed limits.

Grounds For Revocation or Suspension of OCCC Permit:

- Altering of OCCC taxi with suspended Taxi Permit
- Driver convicted of a felony crime. " Any such driver convicted of a crime whose permit or permits are revoked shall not be eligible to apply for a permit for twelve (12) months from the date of revocation".
- Operating without a public display of OCCC taxi vehicle permit.
- Charging of rates inconsistent with the OCCC Approximate Taxi Fares (See Attachment F)
- Tampering with taxicab meters.
- Operating a taxicab with inaccurate meters.
- Failure to equip vehicles with an operational two-way radio or comparable communication device.
- Failure to post taxicab rates
- Failure to satisfy the minimum safety & equipment standards.
- Operation of permitted taxi for non-permitted service.
- Failure to follow dress code.
- Failure to submit current automobile insurance certificate.
- Unlawful solicitation.
- Failure to correct infraction during suspension.
- Driving under the influence of drugs or alcohol
- Reckless driving
- Prostitution
- The use of profanity or fighting

Note: More than two (2) violations to any **OCCC Taxi Transportation Rules and Operating Procedures** may result in the suspension of the OCCC Taxi Permit in a 12 month period.

## **Attachment B**

### **Orange County Convention Center**

#### **Areas of Operation for Taxis**

- 1. West Concourse – 9800 International Drive, Orlando, FL 32819**
  - a. Designated areas in the north-bound lane – Hall A/B; Hall E/F
  - b. West Wood Entrance
  
- 2. North Concourse – 9400 Universal Blvd., Orlando, FL 32819**
  - a. Designated Vehicle for Hire lane; N/A and N/B
  
- 3. South Concourse – 9899 International Drive, Orlando FL 32819**
  - a. Designated Vehicle for Hire Lane; S/A and S/B
  
- 4. North Concourse – 9400 Universal Blvd., Orlando, FL 32819**
  - a. Staging, marshalling and holding area for Vehicles for Hire

Due to the show-event needs, some of the designated taxi locations are subject to change. In the event that a show requires a different location, the OCCC will take appropriate steps to notify all taxi companies permitted to operate on OCCC property prior to the show/event of the new locations. Show management is responsible for providing signage to indicate the locations during the show/event.

## **Attachment C**

### **Approximate Taxi Fares from the Orange County Convention Center**

Zone 1: Epcot/Disney World	\$37
Zone 2: Lake Buena Vista Area	\$23
Zone 3: World Gateway Area	\$30
Zone 4: Sea World/South International Drive	\$9
Zone 5: Sand Lake Rd./Restaurant Row	\$10
Zone 6: North Intl. Dr./Wet 'n Wild/Outlets	\$13
Zone 7: Universal Studios Resort	\$16
Zone 8: Orlando International Airport	\$35
Zone 9: Downtown Orlando/Church Street	\$32

**Attachment D**

**OCCC Future Projected Events Through 2011**