

Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard



County Administrator

Verdenia C. Baker

Department of Airports

www.pbia.org

REQUEST FOR PROPOSAL

RFP NO. PB 24-4

Palm Beach County Board of County Commissioners
and
Palm Beach County Department of Airports
are seeking proposals for:

**ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT**

Date issued/available for distribution: January 20, 2024

Proposers **must** submit one (1) unbound original and five (5) hard copies, PLUS one (1) electronic copy in a PDF format on a CD or flash drive, of the complete proposal to be received in the offices of the Department of Airports no later than **11:00 a.m. local time, March 1, 2024. See Section 1.8 of this RFP for mailing instructions.**

**Mandatory Pre-Proposal Conference: At 2:00 p.m. local time,
Wednesday, January 31, 2024 (See Section 1.5 of this solicitation)
ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER.**

CAUTION

Amendments to this Request for Proposal will be posted on the Palm Beach County Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on the VSS system. It is Proposer's sole responsibility to routinely check the VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the VSS system or obtained directly from the Department of Airports. A link to the VSS system is posted on the Palm Beach County Department of Airports website: <http://www.pbia.org> under "Airport Business," "Airport Bids & RFPs."

IN ACCORDANCE WITH THE PROVISIONS OF AMERICANS WITH DISABILITIES ACT, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATE FORMAT.

DE ACUERDO CON LAS DISPOSICIONES DE LA LEY DE ESTADOUNIDENSES CON DISCAPACIDADES, ESTE DOCUMENTO PUEDE SER SOLICITADO EN UN FORMATO ALTERNATIVO.

TITLE VI SOLICITATION NOTICE

Palm Beach County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders/Proposers that it will affirmatively ensure that for any contract entered into pursuant to this solicitation that all businesses including disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids/proposals in response to this solicitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in consideration for an award.

Public participation is solicited without regard to race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, gender identity or expression or genetic information. Persons who require accommodations under the Americans with Disabilities Act or who require translation services (free of charge) should contact (561) 471-7403 at least seven (7) days in advance of the meeting/conference to request an accommodation or translation services. Hearing impaired individuals are requested to telephone the Florida Relay System at #711.

AVISO DE CONVOCATORIA TITULO VI

El Condado de Palm Beach, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 USC §§ 2000d a 2000d-4) y los Reglamentos, por la presente notifica a todos los licitantes/proponentes que garantizará afirmativamente que para cualquier contrato celebrado en conformidad con esta licitación, todas las empresas, incluyendo las empresas comerciales desfavorecidas y las empresas comerciales desfavorecidas con concesiones aeroportuarias, tendrán la oportunidad plena y justa de presentar ofertas/propuestas en respuesta a esta licitación y ninguna empresa será discriminada por raza, color, origen nacional (incluyendo el dominio limitado del inglés), credo, sexo (incluyendo la orientación sexual y la identidad de género), edad o discapacidad en consideración para la otorgación del contrato.

Se solicita la participación pública sin distinción de raza, sexo, color, religión, credo, origen nacional, discapacidad, situación familiar, orientación sexual, edad, estado civil, identidad o expresión de género o información genética. Las personas que requieran acomodaciones bajo las Leyes Estadounidenses con Discapacidades o que requieran servicios de traducción (gratis) deben comunicarse al (561) 471-7403 al menos siete (7) días antes de la reunión/conferencia para solicitar acomodaciones o servicios de traducción. Las personas con discapacidad auditiva deben llamar al Sistema de Retransmisión de Florida (Relay System) al #711.

SECTION 1

GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (“RFP”) is issued by Palm Beach County, a political subdivision of the State of Florida (“County”), by and through its Department of Airports (“Department”). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (see Section 1.9, Contact Person).

1.2 OPPORTUNITY OFFERED

Palm Beach County is seeking proposals from qualified and experienced companies to provide on-demand commercial ground transportation services to the public at the Palm Beach International Airport (“Airport” or “PBI”). It is the intent of the County to enter into one (1) On-Demand Ground Transportation Concession Agreement (the “Agreement”) for PBI (see Attachment “1”). The selected Proposer will be required to provide and maintain an adequate supply of taxicabs and luxury sedan/sport utility vehicle (SUV) to satisfy anticipated passenger demand at all times, which shall include accessible vehicles satisfying the requirements of the Americans with Disability Act and vehicles capable of transporting six (6) passengers. For purposes of the Agreement, luxury sedan/SUV services are commercial ground transportation services provided by a Vehicle for Hire (as defined in the Palm Beach County Vehicle for Hire Ordinance, as codified in Chapter 19, Article IX of the Palm Beach County Code) in full-size, four (4) door luxury/premium sedan/SUV with high-end features at a flat rate based on destination, which are not equipped with a taximeter.

Each Proposer shall be required to demonstrate that it has a sufficient fleet of vehicles, which are owned or leased by Proposer, to provide the required services. Proposers are strongly encouraged to partner with smaller Vehicle for Hire companies licensed in Palm Beach County to supplement their fleet.

It is anticipated that a third-party ground transportation management company (“Ground Transportation Manager”) will be responsible for managing commercial ground transportation at the Airport, which will include coordinating the dispatch of the selected Proposer’s vehicles to the Airport and the on-site assignment of trips from the Airport to the selected Proposer’s drivers/vehicles. Notwithstanding the foregoing, the selected Proposer may be required to provide on-site dispatching services to its own drivers/vehicles upon the Department’s request as provided in Exhibit “B” of the Agreement; therefore, Proposers will be required to have recent, relevant experience in providing on-site dispatching services at an airport or port.

Commercial on-demand ground transportation services at the Airport are handled under a traditional concession model, which means passengers are served by a single

concessionaire who maintains a fleet of vehicles meeting PBI-standards/equipment, on a 24/7/365 basis. "On-demand" means ground transportation services provided on a walk-up basis and without need for a reservation. The current per trip fee for on-demand ground transportation services is \$3.50 for each passenger picked up at the Airport.

With the exception of the on-demand concessionaire, Vehicles for Hire are prohibited from soliciting, or providing, "on-demand" ground transportation services at the Airport and may only pick-up on a prearranged or "reservation" basis. Prearranged pick-ups occur at the public passenger curbs, or drivers park in the public parking areas for "meet and greet." Prearranged vehicles display a PBI windshield decal currently at a flat-rate cost of \$50 per year. It is anticipated that prearranged operators will be required to pay per trip fees in the future.

Transportation Network Companies (TNCs), such as Uber and Lyft, have operated at PBI since 2016. TNCs currently pick up passengers at a designated location on the Departures level of the Terminal (Level 3). TNCs pay a per trip fee of \$3.50 per trip.

PBI is in the process of implementing a ground transportation management system for tracking and reporting of trips ("GTMS"), which may be replaced or modified at the sole and absolute discretion of the County during the Term of the Agreement. The GTMS to be utilized is software known as RT Dispatch, which tracks, records and report ground transportation trips. The selected Proposer shall be required to participate in the GTMS, including adherence to business rules of GTMS and the RT Dispatch Terms of Service and Privacy Policy ("Terms of Service") (see Attachment "6"). The selected Proposer shall be required to agree to the Terms of Service, which may be updated by the GTMS provider from time to time. Notification of updates to the Terms of Service may be made through the RT Dispatch program by means of a pop-up notification with a link. The GTMS requires use of a mobile application that is compatible with Android devices for the tracking and recording of trips, reporting trips by mode of transportation, providing reporting of trips, and collecting and accounting for per trip fees. The GTMS is also capable of queueing and dispatching vehicles in real time to designated holding and pick up areas.

It is anticipated that during the term of the Agreement, commercial on-demand ground transportation services will be offered exclusively at one location located on the west end of the Arrivals Level (Level One) of the passenger terminal ("West Loop"). The number of required terminal dispatch employees may vary, as approved by the Department, based on the number of deplaning passengers and the requirements of passenger demand.

1.3 INTRODUCTION

The Airport is owned by the County and operated by the Department. Located along the southeast coast of Florida, Palm Beach County is the largest county east of the Mississippi River.

The Airport is classified as a medium hub airport with more than 7.5 million total passengers annually. The Airport is located approximately 2.5 miles from downtown West Palm Beach and 3.5 miles west of Palm Beach. The Airport has three active runways; the longest runway is 10,008 feet. Facilities at the Airport are capable of supporting a full range of commercial and general aviation aircraft. The Airport serves a mix of personal, leisure, and business-related travel.

Several domestic and international airlines currently serve the Airport with scheduled commercial flights arriving and departing daily. Commercial air carriers that offer service from the Airport include American, Delta, Frontier, JetBlue, Southwest, United, Spirit, Air Canada, BahamasAir, Avelo, Allegiant, Sun Country and Breeze.

The McCampbell Terminal Building is a three-level commercial passenger terminal, which opened in 1988. The Terminal Building encompasses approximately 561,000 square feet, has two second level concourses, accommodating 28 aircraft parking gates and a ground level commuter concourse. Airline clubrooms, the concession mall as well as landside and airside restaurants and shops are located on the second level. Airline ticketing is located on the third level of the Terminal Building, and baggage claim and ground transportation areas are located on the ground level.

1.4 AIRPORT PASSENGER AND GROUND TRANSPORTATION STATISTICAL DATA

Statistical data for Airport passengers can be found, for informational purposes only at: <https://www.pbia.org/business/reports>. Ground transportation statistical data can be found in Attachment "4" to this RFP. Any conclusions drawn by Proposer are done at Proposer's sole risk.

It is the responsibility of each Proposer to carefully examine this RFP and to judge for itself all the circumstances and conditions which may affect its proposal and operations. Any data furnished by the County or the Department is for informational purposes only and is not warranted. Proposers use any such information at their own risk. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the Agreement, the Airport, its future plans and operational conditions, or any other relevant documents or areas, shall not relieve the selected Proposer from fully complying with this RFP.

1.5 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are required to attend a Mandatory Pre-Proposal Conference which will be held at the Department of Airports, Administrative Offices, Main Conference Room, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470, at 2:00 p.m. local time, Wednesday, January 31, 2024. Please note the Administrative Offices of the Department of Airports are NOT located in the McCampbell Terminal Building. Directions

are available upon request; please notify the Contact Person listed in Section 1.9 of this RFP.

The purpose of the Mandatory Pre-Proposal Conference is to discuss the objectives and requirements of the RFP, to answer any questions potential Proposers may have about the RFP, and to answer any general questions about the solicitation process. At the Mandatory Pre-Proposal Conference, the County's representative will attempt to answer questions relative to this Request for Proposals. Any questions or comments arising subsequent to the Mandatory Pre-Proposal Conference must be presented, in writing, prior to the date and time stated in the Timetable (see Section 1.7) of this RFP. **A PROPOSER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.**

All Proposers shall be required to sign an attendance sheet, which will be collected prior to the end of the meeting. Proposers not listed on the attendance sheet shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference. Only the prime Proposer (i.e., entity executing the Agreement) shall be required to have attended the Mandatory Pre-Proposal Conference. Airport Concession Certified Disadvantaged Business Enterprise ("ACDBE") certified companies utilized in the capacity of subcontractors or service providers (i.e., not as the prime Proposer) are not required to have attended the Mandatory Pre-Proposal Conference, provided the prime Proposer was in attendance.

Proposers may attend an optional site inspection of the ground transportation areas at the Airport Terminal to be conducted following the Mandatory Pre-Proposal Conference. Proposers are not required to attend the site inspection. Prospective Proposers shall not be permitted to disrupt the activities or operations of any Airport tenants or users when conducting any site visits.

In accordance with the provisions of the ADA, auxiliary aids or services will be provided upon request with at least three (3) days' notice.

1.6 QUALIFICATIONS

All Proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

1.7 TIMETABLE

The anticipated schedule and deadline for this RFP and approval of the Agreement are as follows:

Activity	Date, Time and Location
RFP documents available for download	On or about: Friday, January 20, 2024 at: Palm Beach County Purchasing Department VSS website: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService
Mandatory Pre-Proposal Conference (*note the Department's administrative offices are not located in the Airport Terminal Building)	At 2:00 p.m. local time, Wednesday, January 31, 2024 , in the Main Conference Room, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1407
Deadline for Submission of Written Comments/Questions	At 11:00 a.m. local time, Friday, February 9, 2024 (See Section 1.11)
Deadline for Submission of Proposals One (1) unbound original and five (5) hard copies, PLUS one (1) electronic copy of complete proposal	At 11:00 a.m. local time, Friday, March 1, 2024 , at the Reception Desk, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1407
Selection Committee Meeting and Oral Presentations	To be announced, at the Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1407
Award Date	To be announced
Agreement Commencement Date	July 1, 2024

Note: The Department reserves the right to alter the dates and/or times set forth above at the Department's sole and absolute discretion.

1.8 PROPOSAL SUBMISSION

All proposals must be submitted on 8½ x 11 inch paper.

One (1) unbound original and five (5) hard copies, PLUS one (1) electronic copy in a PDF format on a CD or USB flash drive of the complete proposal must be received by the Department no later than **11:00 a.m. local time, Friday, March 1, 2024**. The original and all copies must be submitted in a sealed envelope or container. Proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

RFP No. PB 24-4

Title: On-Demand Ground Transportation Concession Agreement
Due Date: March 1, 2024, 11:00 a.m. local time

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Proposal Response Form (Appendix "A") must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of Proposer ("Authorized Person").

The submission of a signed proposal by a Proposer will be considered by the County as constituting a legal offer by Proposer to perform the required services at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

1.9 CONTACT PERSON

There are two (2) contact persons for this RFP:

Shawna Larose, Director of Airports Properties
Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Telephone: (561) 471-7472
Fax No.: (561) 471-7427
Email: slarose@pbia.org

And

Ray Walter, Deputy Director of Airports – Real Estate & Concessions
Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Telephone: (561) 471-7429
Fax No.: (561) 471-7427
Email: jrwalter@pbia.org

Notwithstanding any provision of this RFP to the contrary, including, but not limited to Section 1.10, Cone of Silence, below, Proposers are advised that from the date of release of this RFP until award of the Agreement, NO contact with Department staff (other than the Contact Person) is permitted, except as authorized by the Contact Person or as otherwise authorized or contemplated by this RFP as a part of the solicitation process (e.g., submission of questions, contract negotiations, pre-proposal conferences, site inspections, etc.). NO contact is permitted with designated Selection Committee members concerning this RFP from the date of release of this RFP until the award of the Agreement, except at the public selection committee meeting(s).

1.10 CONE OF SILENCE

Proposers are advised that the “Palm Beach County Lobbyist Registration Ordinance” prohibits a Proposer or anyone representing Proposer from communicating with any County Commissioner, County Commissioner’s staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this Agreement regarding its proposal, i.e., a “Cone of Silence”.

The “Cone of Silence” is in effect from the date/time of the deadline for submission of the proposal and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves an Agreement, rejects all proposals, or otherwise takes action which ends the solicitation process.

Proposers may, however, contact any County Commissioner, County Commissioner’s Staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this Agreement via written communication, i.e., fax, email or U.S. Mail.

Violations of the “Cone of Silence” are punishable by a fine of \$250.00 per violation.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via email or U.S. Mail, no later than 11:00 a.m. local time, Friday, February 9, 2024, to the address listed in this RFP Timetable (See Section 1.7) or email address listed

for the Contact Person (See Section 1.9) above. The request must contain Proposer's name, address, phone number and email address.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the deadline for submission of proposals. Proposers should not rely on any representations, statements or explanation other than those made in this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on the Palm Beach County Vendor Self Services Website: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> as they are issued. Proposers should register or activate an account on the Palm Beach County Vendor Self Services Website listed above. It is the sole responsibility of Proposers to routinely check this website for any Amendments that may have been issued prior to the deadline for submission of proposals. Palm Beach County shall not be responsible for the completeness of any RFP package not downloaded from this website.

It is Proposer's sole responsibility to assure receipt of all Amendments. Proposer should verify with the Contact Person (See Section 1.9) that Proposer has received all amendments to this RFP prior to submission of its proposal.

1.12 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the County relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the County is not making any representations or warranties of any kind as to the truth, accuracy or completeness of such documents or information, or as to the sources thereof. The County shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the Agreement, the Airport, its future plans and operational conditions, or any other relevant documents or matters, shall not relieve the selected Proposer from fully complying with this RFP.

SECTION 2 **GENERAL TERMS AND CONDITIONS**

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance and adherence to all requirements of this RFP by submission of their proposals.

2.2 MODIFIED PROPOSALS

Proposers may submit a modified proposal to replace all or any portion of a previously-submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (See Section 1.7). The County will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the deadline for submission of proposals specified in the RFP Timetable (See Section 1.7) will not be accepted unless the Agreement has been awarded to another Proposer or no award has been made within ninety (90) days after the deadline for submission of proposals.

Unless withdrawn as provided in this subsection, a proposal shall be irrevocable until the time that an Agreement is awarded.

2.4 LATE PROPOSALS/LATE MODIFICATIONS TO PROPOSALS

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in this RFP Timetable (See Section 1.7) shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the County, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all, proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the Proposals received as a result of this RFP. In addition, the Board may reject any proposal prior to award.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by Proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 NEGOTIATIONS

The County may award the Agreement on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain Proposer's best price and technical offer.

2.9 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article III, Division 2, Part A, of the Palm Beach County Code. Section 2-55 of the Purchasing Code is hereby incorporated into this RFP by reference ("Protest Procedures"). The County has elected to utilize the Protest Procedures set forth in the Purchasing Code for this RFP. By responding to this RFP, all Proposers agree that the Protest Procedures set forth in the Purchasing Code are applicable to this RFP and shall comply with said procedures.

Any Proposer may protest any recommendations for award of the Agreement in accordance with Protest Procedures by submitting a written protest, which must be received by the Director of Purchasing within five (5) business days after posting the Notice of Intent to Award. Protests must be submitted in writing, addressed to the Director of Purchasing at the Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 and delivered via hand delivery or mail.

2.10 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

2.11 RULES/REGULATIONS/LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60).

2.12 EXCEPTIONS TO AGREEMENT

All exceptions to the Agreement taken must be specific, and Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the proposal. Each exception shall be individually set forth with reference to the Agreement provision involved, the nature of the exception and an explanation of the exception, including proposed substitutions and/or modifications in language. The only provisions of the Agreement that the County will consider negotiating after the Selection Committee has made its recommended award are those specifically identified as exceptions in the selected Proposer's proposal. Notwithstanding any provision of this RFP to the contrary, Proposers shall not be permitted to propose exceptions to the minimum requirements as set forth in Section 3 of this RFP. The County is under no obligation whatsoever to accept any proposed exceptions or alternatives to the Agreement.

2.13 SELECTION PROCESS

2.13.1 Evaluation of Proposals

- a. Determination of Responsiveness/Responsibility. All proposals timely received will be opened internally by the Department. A list of Proposers that have submitted proposals in response to this RFP will be recorded. Each proposal will be evaluated by the Department for responsiveness and responsibility in accordance with Section 2-54 of the Purchasing Code. A responsive proposal is one which has been signed, has been submitted by the specified submission time and conforms to the requirements of this RFP. Failure to provide the information required to be submitted with the proposal (as stated in Section 3) is considered sufficient cause to deem a proposal non-responsive. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.
- b. Selection Committee Meeting/Oral Presentations. The Selection Committee shall meet to evaluate all responsive, responsible proposals. Each Proposer shall be prepared to make an oral presentation to the Selection Committee and will be allowed a maximum of fifteen (15) minutes to make its presentation. Oral presentations shall be limited to clarifying and further detailing the content of the written proposal submitted and to providing answers to the Selection Committee's questions. Oral presentations may be in person or virtual at the Department's option. The Selection Committee will not consider new or alternative proposals made during oral

presentations; therefore, each written proposal submitted should contain Proposer's best offer. In the event only one (1) responsive, responsible proposal is received, there will be no Selection Committee, and the Department, in its sole and absolute discretion, may elect to negotiate with the only Proposer or cancel this RFP process.

- c. Raw Scoring/Individual Selection Committee Member Ranking. The Selection Committee will evaluate and score each proposal by reviewing the proposal against the selection criteria set forth in Attachment "2," Selection Criteria/Scoring Instructions. Selection Committee members may not assign equal total scores to proposals (i.e., each proposal must be assigned a varying number of total points). Each Selection Committee member shall rank the proposals based upon the total score assigned to each proposal by such member. The proposal with the highest total score will be ranked first (1st) by each member, the proposal with the next highest score will be ranked second (2nd) by each member and so on until all proposals have been ranked.
- d. Final Scoring and Ranking. After each Selection Committee member has ranked all of the proposals, the individual Selection Committee members' rankings for each proposal shall be totaled to establish an overall total score for each proposal. The proposal with the lowest total score will be ranked first (1st), the proposal with the next lowest total score will be ranked second (2nd) and so on until all proposals have been ranked.

In the event of a tie, the proposal that received the most first (1st) place rankings from the individual Selection Committee members will receive the higher rank. In the event a tie remains, the proposal with the highest raw score based upon the total number of points assigned by all Selection Committee members will receive the higher rank.
- e. Final Ranking by Selection Committee. After the Selection Committee has established a final ranking for all proposals, the Selection Committee will review the rankings and make its recommendation for award of the Agreement to Proposer whose proposal was ranked first (1st) by the Selection Committee.
- f. Rights Reserved. Notwithstanding any provision of this RFP to the contrary, the County, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all, proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Board may reject any proposal prior to award.

2.13.2 Award Recommendation. The Department will post the award recommendation ("Notice of Intent to Award") at the Department for a period of five (5) business days for review by interested parties. The selected Proposer will be notified of the recommendation for award by mail.

To obtain a current posting of Notices of Intent to Award, please visit the Department's website at: <http://www.pbia.org/business/bids/>.

2.13.3 Negotiation of Proposed Exceptions. After the posting of the Notice of Intent to Award, the County may elect to enter into negotiations with the selected Proposer. If, for any reason, the Agreement cannot be awarded to the selected Proposer or the County determines, in its sole and absolute discretion, that it is unable to negotiate an Agreement with the selected Proposer, the County may elect to cancel the award recommendation and commence negotiations with the next highest ranked Proposer. This process may continue until an Agreement has been executed or all Proposers have been rejected. Proposers shall not have any rights against the County, its officers, employees or agents arising from negotiations.

2.13.4 Execution of Agreement. The selected Proposer shall deliver a fully-executed Agreement, and any other documents required by the Agreement, to the County in the form negotiated by the County and the selected Proposer within ten (10) days of the County's written request, unless this time frame is extended at the sole discretion of the County. In the event the selected Proposer fails to deliver the Agreement and associated documents as required by this RFP within the prescribed timeframe, the County may, in its sole and absolute discretion, elect to cancel the award recommendation and commence negotiations with the next highest ranked Proposer, issue a new solicitation or elect to cancel the procurement process in its entirety. Should the selected Proposer fail to execute and deliver the Agreement to the County in accordance with the requirements of this RFP, the County may cancel the award recommendation and, if such failure occurs as a result of Proposer's bad faith or its failure to comply with the representations in its proposal, Proposer's proposal guarantee shall be forfeited as liquidated damages and the proposal shall be deemed rejected.

2.14 AWARD

The Agreement will be presented to the Palm Beach County Board of County Commissioners (the "Board") for consideration upon completion of the selection and negotiation process. The Agreement shall not be effective until it is approved by the Board and signed by the parties thereto.

2.15 SELECTION CRITERIA

See Attachment "2", Selection Criteria/Scoring Instructions.

2.16 CONTRACT PROVISIONS (THE “AGREEMENT”) (ATTACHMENT “1”)

2.16.1 Contract. The selected Proposer will be required to execute a contract substantially in the form of the attached On-Demand Ground Transportation Concession Agreement (“Agreement”) (Attachment “1”), subject only to negotiated exceptions submitted in accordance with Section 2.12.

2.16.2 Authorization to Sign. The authorized representative signature required on all offers and the Agreement must be made by an officer of the company (if applicable). In addition to executing the Agreement, the selected Proposer will be required to complete a notarized statement indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected Proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected Proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.17 DISCLOSURE OF OWNERSHIP INTEREST

Pursuant to a directive by the Board of County Commissioners, the Disclosure of Ownership Interest Affidavit (“DOIA”) (Attachment “5”) must be completed on behalf of any individual or business entity that seeks to do business with the County when applicable. Disclosure does not apply to nonprofit corporations, government agencies or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected Proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected Proposer fails to submit a completed DOIA in a timely manner, the County, at its sole discretion, may elect to cancel the recommended award.

2.18 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected Proposer to provide evidence of the minimum amounts of insurance coverage specified in Article 7 of the Agreement (Attachment “1”), to Palm Beach County.

The selected Proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the Term of the Agreement, insurance coverages and limits (including endorsements) as described therein (see Attachment “1”, Article 7). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the County’s review or acceptance of insurance maintained by the selected Proposer, are not intended to and

shall not in any manner limit or qualify the liabilities and obligations assumed by the selected Proposer under the Agreement.

2.19 PAYMENT AND PERFORMANCE SECURITY

Pursuant to Article 5 of the Agreement, the Operator is required to post and maintain payment and performance security with the County in the initial amount of Fifty Thousand (\$50,000.00) ("Payment and Performance Security"). The Payment and Performance Security shall be in the form of either a clean, Irrevocable Letter of Credit or a Surety Bond in form and substance satisfactory to the County.

2.20 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the County. The County's obligation will commence when the Agreement is approved by the Board of County Commissioners. The County will not be responsible for any work done by Proposer, even work done in good faith, if it occurs prior to the approval by the Board of County Commissioners.

2.21 COMMERCIAL NON-DISCRIMINATION CERTIFICATION

As a condition of submitting a proposal to the County, Proposer agrees to comply with the County's Commercial Non-discrimination Policy as described in Resolution 2017-1770 as amended. In accordance with Palm Beach County Code Section 2-80.24, Proposer hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by Proposer for this solicitation, and to terminate any contract awarded based on the response.

In accordance with Palm Beach County Code Section 2-80.24, this certification and agreement must be completed and submitted with the proposal for all solicitations.

Proposers shall indicate their agreement to the foregoing by signing the Proposal Response Form.

2.22 CRIMINAL HISTORY RECORDS CHECK

All individuals working on the Airport must pass a Criminal History Records Check (CHRC). Each individual requesting unescorted access authority onto the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA), will be required to submit to a fingerprint-based Criminal History Records Check that does not disclose that the individual has a disqualifying criminal offense, as listed in 49 CFR 1542.209. When determining if an individual will be granted unescorted access to the AOA, the Department of Airports Security Office will apply the policies and procedures set forth in 1542.209. An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed in 1542.209 in any jurisdiction during the ten (10) years before the date of the individual's application for unescorted access authority. Fingerprinting at PBI is conducted electronically by the Airport Security Office, and submitted to the FBI after being reviewed by the designated authorized clearinghouse.

Proposers are advised to contact the PBI Badging and Security Office at 561-471-7481 for information on fees and charges for items such as: criminal history check and fingerprinting; annual badge fee; lost badge replacement; non-returned badges fee. Although the Department will not charge the selected Proposer for criminal history check and fingerprinting and annual badge fees, the fees for lost badge replacement and non-returned badges are not waived or otherwise reimbursable under the Agreement, and the selected Proposer shall be responsible for these fees. All badges must be returned to the Department of Airports, Badging and Security Office upon termination of services or removal of any employees due to security violations. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all "persons" meaning an individual, firm, partnership, corporation, company, association, joint-stock association or governmental entity.

2.23 VENDOR SELF SERVICE ("VSS") REGISTRATION

In order to do business with Palm Beach County, Proposers are required to create a Vendor Registration Account or activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service ("VSS") system. The selected Proposer must also ensure that all subcontractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS.

SECTION 3

PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT AND CONTENT

- 3.1.1 Format. Proposals should be typed, double spaced and submitted on 8 ½" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.
- 3.1.2 Table of Contents. Proposals should contain a Table of Contents including page numbers. The Table of Contents outlines in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.
- 3.1.3 Letter of Transmittal. Proposals should contain a Letter of Transmittal addressed to Shawna Larose, Director of Airport Properties, and should, at a minimum, contain the following:
- a. The RFP number (i.e. RFP No. PB 24-4);
 - b. Identification of Proposer, including name address and telephone number.
 - c. The name, title, address, telephone number and email address of contact person during the period of proposal evaluation.
 - d. The printed name and title and the signature of a person authorized to bind Proposer to the terms of the proposal.
- 3.1.4 Technical Proposal. Proposals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (see Section 1.7); however, if the item(s) marked by an asterisk (*) are omitted, Proposer must submit such item(s) upon request from the County within a time frame specified by the County (normally within two business days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or the proposal shall be deemed non-responsive.

The County reserves the right to request additional information to be used for evaluating responses received from any or all Proposers, including, but not limited to, additional references or financial information. Further, the County retains the

right to disqualify from further consideration any Proposer who fails to demonstrate sufficient ability to perform the Agreement.

Notwithstanding these submittal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of Proposer to address the determined minor irregularity within a time frame specified by the County (normally within two business days of request). Failure of a Proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

A set of tabs to identify each section of the proposal should be inserted to facilitate quick reference. Each section of the proposal should be clearly labeled using the paragraph headings set forth below.

Each page of the proposal response should be numbered.

Proposers should not include a copy of the RFP in their proposal response.

3.2 EXPERIENCE, QUALIFICATIONS AND FINANCIAL INFORMATION

Each Proposer shall submit an Executive Summary detailing its experience, qualifications and background in the provision of on-demand ground transportation services, which shall include, at a minimum, the following information:

- *3.2.1 Description of Business Organization. Proposer shall include a description of business organization of the proposing company (i.e., corporation, LLC, partnership, joint venture or sole proprietorship), and should include the following information, depending on the organizational structure:

If a corporation, attach the Articles of Incorporation.
If an LLC, attach the Articles of Organization.
If a partnership, attach a copy of the Partnership Agreement.
If a joint venture, list date of organization, attach a copy of the joint venture agreement, indicate if the joint venture has done business in Florida and where. Include a description of the business organization of each of the joint venture partners, including the organizational documents for each of the joint venture partners (i.e., corporations, attach the Articles of Incorporation for each joint venture partner, etc.).
If a sole proprietorship, list all business names under which such proprietor has done business during the last five (5) years, address(es), how long in business, and whether registered or authorized to do business in Florida.

- 3.2.2 History of Company. Proposer must have been in continuous business no less than two (2) years prior to the Deadline for Submission of Proposals, providing

vehicle for hire services to the public. In the event Proposer is a joint venture, each entity forming the joint venture, directly or through an affiliate, must have been in continuous business for no less than two (2) years, providing vehicle for hire services to the public. Proposer shall include a brief history of the company. Proposer shall note any changes in company name and ownership structure and any other names under which the company has been doing business. Proposer shall note whether or not the company is currently registered to do business in the State of Florida. The successful Proposer shall be registered to do business in the State of Florida prior to execution of the Agreement by Proposer. In the event Proposer is a joint venture, Proposer shall provide a history of each entity forming a part of the joint venture.

- 3.2.3 Prior Ground Transportation Experience. Proposers shall submit a detailed statement of their experience, qualifications and background in providing on-demand ground transportation services, including taxicab and non-metered luxury sedan/SUV services. As a minimum requirement, Proposer must have operated no less than one (1) commercial ground transportation operation providing taxicab services to the public with a fleet of no less than twenty (20) vehicles within the last five (5) years at an airport, port, transportation facility, resort, convention center and/or large entertainment venue with on-site dispatching duties/functions from the location/venue pursuant to an agreement with the venue/facility owner or operator. Each Proposer must submit a list of its relevant agreements for the provision of on-demand ground transportation services. This information shall include detailed information on the types of ground transportation services provided (i.e., taxicab, non-metered luxury sedan/SUV, dispatching, etc.); the number of vehicles in the fleet; contact names, addresses and telephone numbers; dates of service; and number of full-time staff provided. Proposers shall not be required to submit the required information for more than ten (10) relevant Agreements. In the event Proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture. A contact person shall be someone who has personal knowledge of the company and/or senior manager's relevant experience in the provision of commercial ground transportation services. The contact person must have been informed that he or she is being used as a reference and that the County may be calling them. DO NOT list contact persons who will be unable to answer specific questions regarding the requirement.
- 3.2.4 Experience of Proposer/Senior Management. Proposer's senior management team (e.g., president, managing member(s), general partner(s), chief operating officer) shall have no less than two (2) years of experience in the management and operation of a commercial ground transportation operation providing vehicle for hire services to the public, operating a fleet of at least twenty (20) vehicles. Such experience must be within the preceding ten (10) years. Proposer shall provide a list of the individuals comprising its senior management team and shall submit a complete resume for each person listed detailing his or her relevant experience,

education and expertise. In the event Proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture.

***3.2.5 Ability to Obtain Required Insurance.** Proposer shall be capable of obtaining the insurance coverages in amounts required by the Agreement.

- a. Proposer shall provide written documentation from an insurance company or companies confirming that Proposer can obtain (or has obtained) the required insurance coverages as specified in Article 7 of the Agreement.
- b. In the event Proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture.

***3.2.6 Report of Accidents.** Proposer shall have a satisfactory record of driver safety.

- a. Proposer shall provide a report of all vehicular and pedestrian accidents for the preceding three (3) years involving property damage and/or personal injury valued at \$5,000 or above in which Proposer's vehicles were involved.
- b. In the event Proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture.

***3.2.7 Required Licenses/Permits.** Proposer shall have, or be capable of obtaining, all required certificates of public convenience and necessity, business permits, operating permits, or occupational licenses necessary to perform the services (hereinafter collectively referred to as "Permits") required by the Agreement.

Proposer shall disclose whether or not Proposer has all required Permits to perform the services required by the Agreement. If Proposer does not have all the required Permits to perform the services required by the Agreement, Proposer must identify the Permits Proposer will be required to obtain prior effective date of the Agreement. In the event Proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture.

***3.2.8 Legal/Contractual History.** Proposer shall have a history of satisfactorily performing its contractual obligations. Proposer shall have a satisfactory history of complying with laws, regulations, ordinances and permit requirements in the provision of ground transportation services.

- a. Proposers shall provide the name, location and date of any of Proposer's agreements for the provision of ground transportation services that have been terminated either voluntarily or involuntarily, within the past five (5) years. Proposers shall provide an explanation of the reason(s) for termination and a contact name, address and telephone number of the other contracting party. A contact person shall be someone who has personal

knowledge of the terminated contract. The contact person must have been informed that he or she is being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirement.

- b. Proposers shall provide a list of any judgments or lawsuits currently pending against Proposer or any lawsuit filed against or judgment offered against Proposer within the last five (5) years related to its provision of ground transportation services. Also list any lawsuits filed by Proposer in the last five (5) years related to its provision of ground transportation services.
- c. Proposers shall provide a list of any allegations, claims, investigations or inquiries pertaining to theft or financial mismanagement made within the last five (5) years against Proposer or any of Proposer's senior management team listed pursuant to Section 3.2.4 above.
- d. Proposer shall provide a written statement declaring whether Proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.
- e. Proposer shall provide to the County a list of all instances within the preceding four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- f. In the event Proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture.

***3.2.9 Financial Information/Business Stability.** Proposer shall submit financial information regarding Proposer (i.e., the contracting entity) in accordance with the requirements of this Section. Information regarding an affiliate that will not be a party to the Agreement shall not satisfy the requirements of this Section. Proposer shall provide one (1) of the following:

- a. Balance sheets and income statements for the prior three (3) fiscal years of operation (excluding the current fiscal year), prepared in accordance with generally-accepted accounting principles and compiled by an independent certified public accountant or notarized by the chief financial officer or owner; or
- b. The company's Federal income tax returns for the previous two (2) years as completed and filed with the Federal government. Sole proprietors

should provide Schedule C from Form 1040 for the previous two (2) years. The Schedule C's must be accompanied by a statement from an independent certified public accountant or a statement by the chief financial officer or owner, indicating that the Schedules are copies of the ones filed with the 1040; or

- c. A statement from an independent certified public accountant attesting to the financial stability of the organization for the prior three (3) fiscal years of operation; or
- d. A reference letter from Proposer's bank or financial institution indicating the bank's relationship with Proposer and providing a credit reference. At the time of issuance of the reference letter, the bank/financial institution must have a minimum peer group rating that meets or exceeds the threshold levels in at least two (2) of the five (5) approved services as listed below:

Thomson Reuters Bank Insight Quarterly Ratings – 50
IDC Bank Financial Quarterly Listing – 125
Veribanc, Inc. Listing – 3 Star Green Rating
Standard & Poor's Listing – Single A
Moody's Listing – Single A

- e. Evidence of the peer group ratings shall be submitted by Proposer with the reference letter. The County reserves the right to request additional information considered pertinent to indicate any and all Proposer's financial and operational capabilities. Further, the County retains the right to disqualify from further consideration any Proposer who fails to demonstrate sufficient financial stability to perform the Agreement.

*3.2.10 References. Proposer shall include the names, addresses, and telephone numbers of at least three (3) general references and at least one (1) banking/credit reference. In the event Proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture. References should have personal knowledge of the company's relevant experience in the provision of commercial ground transportation services to the public. References must be informed that they are being used as a reference and that the County may be calling them.

3.3 PROJECT APPROACH

Proposer must provide detailed information regarding its Project Approach, including key personnel and Operational Plan for providing on-demand ground transportation services to the public, which should include, at a minimum, the following information:

- *3.3.1 Organizational Chart. Proposer shall provide an organizational chart illustrating the reporting relationships between corporate and on-site management and staff.
- *3.3.2 Experience of Local Managers & Supervisors. Proposer's local manager(s) shall have no less than three (3) years' experience in the management and supervision of a commercial ground transportation operation providing vehicle for hire services to the public requiring a fleet of at least twenty (20) vehicles. Proposer's supervisors shall have no less than one (1) year experience in the management and supervision of a ground transportation operation providing vehicle for hire services to the public. Proposer shall provide a list of personnel that will comprise its local management team and submit a complete resume for each person detailing his or her relevant experience, education and expertise.
- *3.3.3 List of Proposed Subcontractors. In the event Proposer proposes to use subcontractors in the performance of the services, Proposer's subcontractors must have no less than one (1) year of experience in the provision of vehicle for hire services to the public and shall have, or be capable of obtaining, all required Permits prior to the effective date of the Agreement. Proposer shall provide a list of subcontractors, if any, Proposer proposes to utilize in the performance of the Operation, which shall include detailed information regarding the subcontractors' relevant experience in the provision of vehicle for hire services.
- 3.3.4 Operational Plan. Proposer must submit an Operational Plan detailing how services will be performed within the requirements of this RFP. The Operational Plan should include:
- a. A description of Proposer's plan to coordinate with the Ground Transportation Manager to ensure a sufficient supply of taxicabs and luxury sedan/SUVs are timely dispatched to the Airport to satisfy passenger demand at all times, including during surge events resulting in an unanticipated increase in passenger demand for on-demand ground transportation services.
 - b. A description of the Android devices to be used by Proposer's drivers to run the GMTS application, Proposer's plan to deploy the GTMS application and train its drivers on the use of the GTMS application.
 - c. A description of Proposer's plan to provide Optional Dispatching Services as provided in Exhibit "E" of the Agreement (see Attachment "1"), if required by the County, including Proposer's plan to ensure proper oversight of on-site staff, an example weekly schedule (Sunday – Saturday) and staffing plan.
 - d. A description of Proposer's programs for interior and exterior vehicle maintenance and general cleaning.

- e. A plan for managing and operating the operation, whether by an employer/employee relationship or by a subcontractor relationship or combination thereof. If the operation is to be operated under a partial subcontractor relationship, a copy of Proposer's subcontract agreement must be provided to the Department for review and approval.
- f. A description of Proposer's process for hiring, selecting and retaining drivers and terminal dispatchers.
- g. A copy or description of Proposer's disciplinary policy including grounds for termination and termination procedures.
- h. A copy or description of Proposer's procedures for handling customer complaints.
- i. A copy or description of Proposer's vehicle inspection program and recommended procedures for ensuring compliance with the Palm Beach County Vehicle for Hire Ordinance (codified in Chapter 19, Article IX of the Palm Beach County Code).
- j. A description of the proposed holding area and the method to be used by Proposer to assure a smooth and orderly flow of vehicles to the Airport's Vehicle Queue Areas and Passenger Loading Areas.
- k. A detailed summary of the training program to be successfully completed by terminal dispatchers, supervisors and drivers. The training program should include, but is not limited to, driver safety; dispatch, and driver functions; customer service; dispute resolution; and American with Disabilities Act compliance.
- l. A copy or description of Proposer's drug testing program.
- m. Photographs or artist renderings of the proposed vehicle color, logo design, roof lights, advertising and other distinctive markings used to identify and distinguish the vehicles as part of the ground transportation fleet.
- n. Photographs or artist renderings of Proposer's proposed uniform for terminal dispatchers if Optional Dispatching Services are required by the County.
- o. A description of the dress code established for drivers performing services on the Airport and how Proposer will ensure compliance with the dress code requirements.

- p. A list detailing the minimum salaries to be paid and benefits to be provided to each class of Proposer's employees, including, but not limited to, local manager(s), supervisors, and terminal dispatchers.
- q. A list detailing the lease charges, or other recurring charges, to drivers for the operation of vehicles providing services on the Airport, including, but not limited to, the rates for company-owned vehicles and owner-operator(s), and by each mode of service.
- r. A copy or description of Proposer's lost and found policies and procedures.
- s. A description of Proposer's plan for customer comment feedback, customer surveys and/or independent third party "secret shopper", "tester" or customer survey services, including how information will be collected, analyzed and used, and shared with the Department.
- t. A description of Proposer's plan for a website to provide customers with information regarding the rates and fees charged for each mode of transportation; contact information for each mode of transportation, including addresses and telephone numbers; and allow customer complaints to be submitted via the website.
- u. A summary of Proposer's proposed fares and rates for taxicab services (including, but not limited to, the proposed drop rate, mileage rate, origination fee, extra passenger fee(s), credit card fee(s), surcharges and wait time charges) and non-metered luxury sedan/SUV services (including, but not limited to, flat rates by destination, extra passenger fee(s)). The summary of fares and charges must include all proposed fares and rates proposed to be charged to passengers for the provision of the required services. All fares and rates are subject to approval of the Department; therefore, approval of proposed fares and rates is not guaranteed.
- v. A description of measures implemented for passenger safety such as in-car security camera systems, vehicle monitoring systems (i.e., systems that monitor driver behavior/performance such as speed and accident detection), vehicle sanitization systems, etc.

3.3.5 Inventory of Vehicles. Proposer shall demonstrate that it has, or is capable of obtaining, a sufficient inventory of taxicabs and luxury sedan/SUVs to meet the "on-demand" service standards established in the Agreement:

- *a. Proposer shall submit an inventory of vehicles proposed to be utilized to provide the required services. The inventory shall include, at a minimum, the age, make and model, and passenger capacity of each vehicle, whether the vehicle is wheelchair accessible, and whether the vehicles are currently

owned, leased or subcontractor owned/leased or will be obtained or purchased prior to the commencement date of the Agreement. Vehicles must conform to the vehicle requirements of the Agreement.

- b. The selected Proposer is required to maintain access to a fleet of vehicles consisting of not less than fifty (50) vehicles, of which not less than twenty-five (25) vehicles must be owned, or leased, by the selected Proposer and registered and licensed in the name of selected Proposer, or under the direct control of the selected Proposer through written owner-operator agreements. The fleet of vehicles must include no less than four (4) ADA Vehicles and include vehicles capable of transporting up to six (6) passengers. The remainder of the fleet may be owned by, or under the direct control of the selected Proposer, or be available for use in the concession through subcontract agreement(s) with one or more vehicle for hire companies. At the time of proposal submission, Proposer shall submit documentation that it has ownership or control of not less than twenty-five (25) vehicles, owned or leased by, and registered in the name of selected Proposer, or under the direct control of the selected Proposer through written owner-operator agreements. Proposer must clearly indicate how the vehicles will be obtained to ensure a fleet of fifty (50) vehicles remain available to service the Airport and demonstrate its financial capability of acquiring a sufficient inventory of vehicles to satisfy the requirements of this Agreement on or before the commencement date of the Agreement.
- c. Proposer shall submit, with its proposal, a schedule of the proposed vehicle lease rates for drivers, by class of vehicle (i.e. taxicab, luxury sedan/SUV) and whether the rate is by gross lease, or to an owner-operator.

3.3.6 Maintenance Plan. Proposer must provide its proposed vehicle maintenance plan, which shall be fully compliant with manufacturers' specifications and should include information on Proposer's preventive and corrective maintenance programs, including Proposer's approach on-road call management.

*3.3.7 Sustainability Initiatives. Proposer should describe any sustainability initiatives proposed, including the use of alternative fuels, electric vehicles or hybrid vehicles, caps on idling periods for gas vehicles without passengers, etc.

*3.3.8 Innovations. Proposer may propose innovations not specifically addressed in this RFP or the Agreement, which enhance the service or benefits to customers, and which do not detract from or modify the minimum requirements of this RFP or the Agreement.

3.4 PROPOSAL RESPONSE FORM

Proposer must submit the attached Proposal Response Form (Appendix “A”) with its proposal. The Proposal Response Form must not be modified in any way.

3.5 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE) SCHEDULES

3.5.1 Policy. The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, apply to the Agreement. It is the policy of Palm Beach County to practice nondiscrimination based on race, color, sex or national origin in the award or performance of the contract. All firms qualifying under this RFP are encouraged to submit proposals. Award of the contract will be conditioned upon satisfying the requirements of this RFP. These requirements apply to all firms and suppliers, including those who qualify as an Airport Concession Disadvantaged Business Enterprise (ACDBE).

3.5.2 ACDBE Goal. Palm Beach County has established a minimum ACDBE participation goal of ten percent (10%) of gross revenues by Proposer for use in provision of services under the Agreement. Proposers shall use good faith efforts to satisfy Palm Beach County’s ACDBE participation goal. ACDBE participation counted toward meeting the established ACDBE goal will be determined by the Department of Airports in accordance with 49 CFR Part 23.

3.5.3 ACDBE Documentation. Proposers shall submit the required ACDBE Schedules, completed and signed as required, as provided below:

- *a. Schedule 1 – List of Proposed ACDBE Firms. Prior to the award of the Agreement, Proposers shall provide Schedule 1, List of Proposed ACDBE Firms. This list shall contain the names of all ACDBE firms, including prime and subcontractors, suppliers and manufacturers, intended to be used in performance of the Agreement. The County reserves the right to confirm the certification status of all ACDBE’s proposed to participate in the contract. This form is attached as Appendix “B” to this RFP. Additional sheets may be used as needed.
- *b. Schedule 2 – Letter(s) of Intent to Perform as an ACDBE Firm. Prior to the award of the Agreement, Proposers shall submit a Schedule 2 for each ACDBE firm listed on Schedule 1. Schedule 2 must be completed and signed by the proposed ACDBE firm. ACDBE firms shall specify the type of work to be performed and the percentage of ACDBE participation. This form is attached as Appendix “C” to this RFP. Additional sheets may be used as needed.

- c. Schedule 3 – Demonstration of Good Faith Efforts. Proposers MUST indicate on the ACDBE Schedule 3 form (Attached as Appendix “D” to this RFP) whether or not the applicable ACDBE participation goal of ten percent (10%) will be achieved, and the first page of ACDBE Schedule 3 MUST be completed and returned with the Proposal Response.

If the ACDBE goal is NOT proposed to be achieved (i.e., Proposer proposes less than the applicable ACDBE participation goal of ten percent (10%)), Proposer must complete ACDBE Schedule 3 (Appendix “D”) in its entirety and submit it with the Proposal Response along with sufficient written documentation of good faith efforts evidencing that Proposer took all necessary and reasonable steps to achieve the ACDBE goal even if not fully successful. Documentation should include copies of correspondence, advertisements, telephone logs, emails, etc. Efforts such as sending blanket faxes or e-mail messages to all ACDBE firms alone, shall not be considered good faith efforts. In determining whether a Proposer has made good faith efforts, the Department may take into account the performance of other Proposers in meeting the ACDBE goal. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26.

IN THE EVENT PROPOSER IS UNABLE TO ACHIEVE THE ACDBE GOAL, FAILURE OF A PROPOSER TO SUBMIT DOCUMENTED EVIDENCE OF GOOD FAITH EFFORTS TO ACHIEVE THE ACDBE GOAL AS REQUIRED BY THIS RFP AND ACDBE SCHEDULE 3 (APPENDIX “D”) SHALL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.

- 3.5.4 ACDBE Certification. Only those firms certified by the Unified Certification Program for the State of Florida as an AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE shall be counted toward the established ACDBE goal. Certification by any other program shall not count toward satisfaction of the ACDBE goal. Certification as a DBE alone shall not count toward satisfaction of the ACDBE goal. IT MAY TAKE OVER 90 DAYS TO BECOME CERTIFIED AS AN ACDBE BY THE UNIFIED CERTIFICATION PROGRAM. It is the responsibility of Proposers to confirm the certification status of any proposed ACDBE. Information regarding ACDBE certification status may be found through the Florida Department of Transportation Equal Opportunity Office website at: <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>; or by contacting the Contact Person.

3.6 PROPOSAL GUARANTEE

Proposers must submit as a part of their proposal, a Proposal Guarantee in the amount of FIVE THOUSAND DOLLARS (\$5,000.00). The Proposal Guarantee shall be in the form of a bond issued by a surety or sureties satisfactory to the County, or other acceptable form of Proposal Guarantee, limited to a cashier's check drawn on any state or national bank and made payable to the Board of County Commissioners of Palm Beach

County, Florida. Failure to submit a Proposal Guarantee shall result in disqualification of the proposal. The Proposal Guarantee will be held by the County to secure the obligations which Proposer agrees to assume under this RFP. The Proposal Guarantees of non-selected Proposers will be returned immediately following execution of the recommended Proposer's Agreement. The Proposal Guarantee of the selected Proposer will not be returned until after execution of the Agreement and after the Performance Security (Surety Bond or Clean Irrevocable Letter of Credit) and certificate(s) of insurance, as required pursuant to the Agreement, are received by the County.

***3.7 DRUG-FREE WORKPLACE CERTIFICATION**

Proposer shall complete the attached Drug-Free Workplace Certification (Appendix "E"), which should be submitted with the Proposal Response.

3.8 PROPOSAL SUBMITTAL CHECKLIST

A "Proposal Submittal Checklist" is attached as Appendix "F". This checklist is provided solely as a reference for Proposers and is not intended to be relied upon as the only information and documentation necessary to submit a responsive proposal to this RFP. The checklist does not, in any way, substitute or replace the requirements of this RFP. In the event of a conflict between the checklist and this RFP, the terms, conditions and requirements of this RFP shall control. The Proposal Submittal Checklist is not required to be submitted with the Proposal Response.

SECTION 4 **SCOPE OF WORK/SERVICES**

4.1 SUMMARY OF SELECTED AGREEMENT TERMS

Proposers should carefully read the terms and conditions set forth in the Agreement (Attachment "1"), which sets forth the scope of work and services required by this RFP, prior to preparing their proposals. Terms not defined in this Section 4 shall have the meanings ascribed to them in the Agreement. A brief summary of selected Agreement terms are listed below. This summary of selected Agreement terms is for convenience purposes only and shall not be construed as modifying the terms and conditions of the Agreement. In the event of a conflict between this RFP and the Agreement, the terms of the Agreement shall control.

4.1.1 Term. The term of the Agreement will commence on July 1, 2024, and shall terminate on September 30, 2026, unless terminated sooner pursuant to the terms and conditions of this Agreement. Upon the expiration of the Initial Term, the County shall have the option, in its sole and absolute discretion, to renew the Agreement four (4) additional one (1) year terms.

- 4.1.2 On-Demand Services. The Operator shall provide Vehicle for Hire services on an On-Demand basis to the public at the Airport utilizing Taxicabs and Luxury Sedan/SUVs as required by this Agreement to any and all passengers desiring Vehicle for Hire services from the Airport regardless of destination in accordance the terms, conditions and limitations of the Agreement and the Airport's Ground Transportation Program throughout the Term of this Agreement.
- 4.1.3 Optional Dispatching Services. In the absence of a third-party Ground Transportation Manager, or as otherwise requested by the County, the Operator may be required by the County to provide Optional Dispatching Services to the Airport on an interim or permanent basis during the Term of this Agreement (see Exhibit "B" to the Agreement).
- 4.1.4 Per-Trip Fees. The Operator shall pay to the County a Per-Trip Fee for each and every Trip. The Per Trip Fee is currently \$3.50 per passenger pick up. The Per Trip Fee may be modified during the Term of the Agreement within the sole discretion of the County.
- 4.1.5 Fares and Rates. The Operator shall not charge fares and rates in excess of the maximum fares and rates established by the County for the privilege of providing commercial on-demand ground transportation services at the Airport.
- 4.1.6 Vehicles. The Operator shall, at all times during the Term of this Agreement, maintain access to a fleet of vehicles consisting of not less than fifty (50) vehicles, of which not less than twenty-five (25) vehicles must be owned or leased by, and registered in the name of Operator, or under the direct control of the Operator through written owner-operator agreements. The fleet of vehicles must include no less than four (4) ADA Vehicles. The remainder of the fleet may be owned by, or under the direct control of the Operator, or the Operator may enter subcontract agreement(s) with one or more Vehicle for Hire companies or owner-operators. The Operator is encouraged to utilize vehicles that are hybrid vehicles or capable of operating on alternative fuels, such as propane, compressed or liquefied natural gas, or electric power.

Note: Proposers should carefully review the terms and conditions in the Agreement (Attachment "1"), prior to preparing their proposals. In the event of a conflict between this Section 4 and the Agreement, the terms of the Agreement shall control.

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SECTION 5
ATTACHMENTS

LIST OF ATTACHMENTS:

- ATTACHMENT 1 – ON DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
- ATTACHMENT 2 – SELECTION CRITERIA/SCORING INSTRUCTIONS
- ATTACHMENT 3 – MAP OF GROUND TRANSPORTATION AREAS
- ATTACHMENT 4 – GROUND TRANSPORTATION STATISTICAL DATA
- ATTACHMENT 5 – DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT
- ATTACHMENT 6 – GROUND TRANSPORTATION MANAGEMENT SYSTEM TERMS AND CONDITIONS
- ATTACHMENT 7 – CURRENT APPROVED FARES AND RATES

ATTACHMENT “1”
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT

PALM BEACH INTERNATIONAL AIRPORT

**ON-DEMAND GROUND TRANSPORTATION
CONCESSION AGREEMENT**

Between

Palm Beach County

and

ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT

This On-Demand Ground Transportation Concession Agreement (“Agreement”) is made and entered into this __ day of _____, 20__ by and between Palm Beach County (“County”), a political subdivision of the State of Florida, and _____ (“Operator”), having its office and principal place of business at _____.

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (“Department”), owns and operates the Palm Beach International Airport (“Airport”), located in Palm Beach County, Florida; and

WHEREAS, Operator submitted a response to County’s public solicitation for competitive proposals for On-Demand Ground Transportation Concession Agreement, Request For Proposals No. PB 24-4, issued on January 22, 2024 (“RFP”); and

WHEREAS, County, as the owner and operator of the Airport, has the power and authority to regulate the use of the Airport facilities and roadways to ensure the traveling public has access to an orderly ground transportation system and to ensure efficient use of the limited capacity of the Airport facilities and roadways; and

WHEREAS, the provision of on-demand ground transportation services on the Airport is a commercial activity and benefits from the development, operation and maintenance of the Airport; and

WHEREAS, Operator desires to obtain an agreement to provide On-Demand Services (as hereinafter defined) at the Airport.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1 RECITALS

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

ARTICLE 2 DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings set forth below, unless context clearly appears otherwise:

- 2.01 “Additional Insured” has the meaning set forth in Section 7.04.
- 2.02 “Additional Services” means Optional Dispatching Services provided outside Regular Operating Hours.
- 2.03 “Agreement” means this Agreement and all exhibits and addenda hereto, which are incorporated herein by this reference.
- 2.04 “Airport” means the Palm Beach International Airport located in Palm Beach County, Florida.
- 2.05 “Airport Concession Disadvantaged Business Enterprises (ACDBE)” has the meaning set forth in Title 49, Part 23 of the Code of Federal Regulations, as now or hereafter amended or any successor regulation.
- 2.06 “Airport Rules and Regulations” means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport, which is hereby incorporated herein by reference and made a part hereof.
- 2.07 “Americans with Disabilities Act” or “ADA” means the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37.
- 2.08 “ADA Vehicle” means an accessible vehicle satisfying the requirements of the ADA, which is capable of accommodating passengers with disabilities with space specifically designed to accommodate wheelchairs and other mobility devices that has a lift or a ramp, a securement system for wheelchairs and other mobility devices, and a seatbelt and shoulder harness for the passenger who uses a mobility device.
- 2.09 “Assignment” has the meaning set forth in Article 12.
- 2.10 “Board” means the Board of County Commissioners of Palm Beach County, Florida.
- 2.11 “Bond” has the meaning set forth in Section 5.08.
- 2.12 “Bond Resolution” means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.
- 2.13 “Commencement Date” has the meaning set forth in Section 3.02.
- 2.14 “Contingency Event” includes GTMS or gate outages, unanticipated surge in passenger demand based on a diversion, late arrivals beyond the Regular Operating Hours on and other similar events requiring implementation of the Contingency Plan.

- 2.15 Contract Administrator” means the Department’s Deputy Director of Real Estate and Concessions or designee.
- 2.16 “Contract Year” means a twelve (12) month period, commencing on October 1 and ending on September 30, and each twelve (12) month period thereafter. For purposes of the Initial Term, the term Contract Year shall include the Transition Period.
- 2.17 “County” means Palm Beach County, Florida.
- 2.18 “Day” means a twenty-four (24) hour period beginning and ending at 12:00 midnight local time and includes Saturdays, Sundays and holidays.
- 2.19 “Department” means the Palm Beach County Department of Airports.
- 2.20 “Director” means the Director or Acting Director of the Department of Airports.
- 2.21 “Dispatchers” means the individuals providing ground transportation dispatching/management services on behalf of County at the Airport.
- 2.22 “Division of Consumer Affairs” or “DCA” means the Palm Beach County Division of Consumer Affairs.
- 2.23 “Effective Date” has the meaning set forth in Section 3.01.
- 2.24 “Employee” means any person providing services for, or on behalf of, Operator, including, but not limited to, Operator Drivers, Supervisors and Operator Dispatchers, regardless of whether they are contractors or receive compensation from Operator.
- 2.25 “Enrolled GTP” and “Enrolled Driver” mean any entity or driver licensed by DCA, or otherwise permitted to provide Ground Transportation Services under the Vehicle for Hire Ordinance, and actively Enrolled under the GTMS.
- 2.26 “FAA” means the Federal Aviation Administration.
- 2.27 “Fully-Burdened Hourly Rate” means the total hourly rate to be paid by County for Additional Services as set forth in Section 2.02 of Exhibit “B” by category of employee, which shall include, but is not limited to, all overhead, general and administrative costs and profit, hourly payroll rates, insurance, benefits and taxes.
- 2.28 “Ground Transportation Areas” includes the Holding Areas/Lots, Passenger Loading Areas, Vehicle Queue Areas and any other area on the Airport designated by County for the operation of ground transportation vehicles, as may be modified or relocated by County from time to time upon written notice to Operator.
- 2.29 “Ground Transportation Manager” means the management company, individuals and/or employees designated by County to manage Ground Transportation Services at the Airport,

including, but not limited to, terminal dispatching services, management of Ground Transportation Areas and administration of the GTMS.

- 2.30 “Ground Transportation Program” means the rules, regulations, policies and procedures, standards, agreement and permit requirements established by County and the Department, including the Airport Rules and Regulations and Vehicle for Hire Ordinance, for each category of GTP providing Ground Transportation Services at the Airport.
- 2.31 “Ground Transportation Services” includes the following modes of ground transportation services at the Airport: (a) Taxicab; (b) Luxury Sedan/SUV/Limousine; (c) Shuttle; (d) TNC; or (e) Courtesy Shuttle, whether Prearranged or On-Demand.
- 2.32 “GTMS” has the meaning set forth in Section 5.04.
- 2.33 “Ground Transportation Provider” or “GTP” means any entity or individual providing Ground Transportation Services at the Airport or operating commercial ground transportation vehicles at the Airport.
- 2.34 “Holding Area” or “Holding Lot” means the area(s) established by the Airport for the pre-staging of commercial ground transportation vehicles.
- 2.35 “Initial Term” has the meaning set forth in Section 3.02.
- 2.36 “Letter of Credit” has the meaning set forth in Section 5.08.
- 2.37 “Luxury Sedan/SUV” has the meaning a full-size, four (4) door luxury/premium sedan or sport utility vehicle with high-end features, such as privacy glass, leather seats, and premium sound systems, providing Vehicle for Hire Services. Luxury Sedan/SUVs shall not be equipped with a taximeter and provide Vehicle for Hire Services on a flat rate basis based on destination as approved by the Department. For purposes of the Vehicle for Hire Ordinance, a Luxury Sedan/SUV, as defined herein, is considered a “Non-Taxi.” Examples include, but are not limited to, the Cadillac XTS, Lincoln Continental, GMC Yukon and Cadillac Escalade.
- 2.38 “Monthly Fee” has the meaning set forth in Section 2.01 of Exhibit “B”.
- 2.39 “Notices” has the meaning set forth in Article 15.
- 2.40 “Non-Load Trip” means a Trip without a passenger being loaded in an Operator Vehicle for the provision of On-Demand Services. Non-Load Trips shall be considered a Trip subject to the payment of the Per Trip Fee unless the Non-Load Trip has been properly documented in accordance with Section 5.03(B) and such Trip has been approved by the Contract Administrator as a Non-Load Trip.
- 2.41 “On-Demand” means the Vehicle for Hire Services provided hereunder, which shall be available at the Airport, on a walk-up basis and without need for a reservation, twenty-four (24) hours daily.

- 2.42 “On-Demand Services” means the Vehicle for Hire Services provided by Operator on an On-Demand basis to the public at the Airport utilizing Taxicabs and Luxury Sedan/SUVs as required by this Agreement.
- 2.43 “Operation” or “Operations” means the On-Demand Services provided by Operator pursuant to the terms and conditions of this Agreement.
- 2.44 “Operator” has the meaning set forth in the preamble to this Agreement.
- 2.45 “Operator Driver” means a person who is driving or physically operating a vehicle providing On-Demand Services for or on behalf of Operator under this Agreement whether or not the person is a contractor or employee of Operator. The term Operator Driver includes any person providing On-Demand Services at the Airport pursuant to a subcontract between Operator and another GTP.
- 2.46 “Operator Dispatcher” means a Dispatcher providing Optional Ground Transportation Services under this Agreement.
- 2.47 “Operator Vehicles” means vehicles providing Ground Transportation Services for or on behalf of Operator, whether or not such vehicles are owned or leased by Operator, pursuant to this Agreement.
- 2.48 “Operator Party” or “Operator Parties” means Operator and its contractors, subcontractors, suppliers, employees, officers, licensees, agents and invitees (excluding the general public).
- 2.49 “Optional Dispatching Services” means the on-site dispatching of Operator Vehicles by Operator Dispatchers to the Ground Transportation Areas for the provision of On-Demand Services as such services are more particularly described in Exhibit “B”, which may be requested by County to be provided by Operator pursuant to Section 5.02.
- 2.50 “Passenger Loading Areas” means those areas on the Airport designated by Department for the loading of passengers and their luggage.
- 2.51 “Payment and Performance Security” has the meaning set forth in Section 5.08.
- 2.52 “Per Trip Fee” means the fee charged by County for each Trip, as may be adjusted from time to time by County upon written notice to Operator. As of the Effective Date of this Agreement, the established Per Trip Fee is Three Dollars and 50/100 (\$3.50) per Trip.
- 2.53 “Prearranged” means Ground Transportation Services provided pursuant to an advance arrangement/reservation prior to entering the boundaries of the Airport.
- 2.54 “Rate Schedule” has the meaning set forth in Section 6.02(B).
- 2.55 “Regular Operating Hours” means the hours Optional Dispatching Services will generally be required as set forth in Section 1.01 of Exhibit “B”.

- 2.56 “Renewal Term” has the meaning set forth in Section 3.03.
- 2.57 “Request for Proposals” or “RFP” means County’s public solicitation for competitive proposals for Airport On-Demand Services Agreement, RFP No. PB 23-17.
- 2.58 “RFP Response” means Operator’s response to County’s RFP.
- 2.59 “Risk Management Department” means the Palm Beach County Risk Management Department.
- 2.60 “Taxi” or “Taxicab” has the meaning set forth in the Vehicle for Hire Ordinance. A Taxi shall be equipped with a top light and taximeter, and shall display the word “Taxi,” “taxicab,” or “cab” on the vehicle exterior.
- 2.61 “Term” means the Initial Term and any Renewal Term(s).
- 2.62 “Terminal” means the passenger terminal building located at the Airport, including any renovations or expansions.
- 2.63 “Terms of Service” has the meaning set forth in Section 5.04.
- 2.64 “Transition Period” means the Commencement Date through September 30, 2024.
- 2.65 “Trip” means each instance in which Operator Vehicle enters the Passenger Loading Area.
- 2.66 “TSA” means the Transportation Security Administration.
- 2.67 “Vehicle Fleet Report” means a summary report of all ground transportation vehicles used in the operation of this Agreement as more particularly described in Section 6.02(F)(5).
- 2.68 “Vehicle for Hire” means a company or driver authorized to provide vehicle for hire services to the public pursuant to the Vehicle for Hire Ordinance.
- 2.69 “Vehicle for Hire Ordinance” means the Palm Beach County Vehicle for Hire Ordinance, as codified in Chapter 19, Article IX of the Palm Beach County Code, as now or hereafter amended and supplemented, and any successor ordinance regulating ground transportation service providers or “Vehicles for Hire.”
- 2.70 “Vehicle for Hire Services” has the meaning set forth in the Vehicle for Hire Ordinance.
- 2.71 “Vehicle Queue Areas” means those areas on the Airport designated by County for the queuing of ground transportation vehicles before entering the Passenger Loading Areas. These areas shall be considered an extension of the Passenger Loading Areas, but shall not be used for passenger loading and may include, but not be limited to, those areas commonly referred to as the “ground transportation loops.”

- 2.72 “Wait Time” means the amount of time measured as beginning when a passenger requests On-Demand Services and to the time the Operator Driver begins loading the passenger and the passenger’s baggage.

ARTICLE 3 EFFECTIVE DATE AND TERM

- 3.01 Effective Date. This Agreement shall become effective when signed by all parties and approved by the Board (“Effective Date”).
- 3.02 Term. The term of this Agreement shall commence on _____, 2024 (“Commencement Date”) and shall terminate on September 30, 2026 (“Initial Term”), unless terminated sooner pursuant to the terms and conditions of this Agreement.
- 3.03 Renewal Term. Upon the expiration of the Initial Term, County shall have the option, in its sole and absolute discretion, to renew this Agreement four (4) additional one (1) year terms (each a “Renewal Term”). County shall provide written notice to Operator of its desire to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term. In the event County desires to renew this Agreement, the parties shall enter into an amendment to renew this Agreement upon the same terms and conditions, except as otherwise provided for herein. County shall have the absolute right, in its sole discretion, to elect not to renew this Agreement. In the event County elects not to renew this Agreement at the end of the Initial Term, this Agreement shall terminate at the end of the Initial Term, and Operator shall have no further rights hereunder.

ARTICLE 4 PREMISES AND PRIVILEGES

- 4.01 Ground Transportation Areas. Subject to the terms and conditions of this Agreement, Operator shall have the non-exclusive right to access Ground Transportation Areas solely for queuing/pre-staging and the loading and unloading of Airport passengers and their baggage for the provision of On-Demand Services authorized under this Agreement. The Ground Transportation Areas shall not be used for any purposes other than those specifically provided for herein.
- 4.02 Rights of Ingress and Egress. Subject to the terms and conditions of this Agreement, Operator shall have the non-exclusive rights of ingress and egress over and across the Airport’s roadways that are designated for use by the public for the sole purposes of picking up or dropping off passengers.
- 4.03 Condition of Ground Transportation Areas and Airport. Operator expressly acknowledges that it has inspected the Ground Transportation Areas and Airport and accepts the same “As Is, Where Is” in the condition existing as of the Effective Date, together with all defects latent and patent, if any. Operator further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Ground Transportation Areas or the Airport, including, but not limited to, the physical condition, or any improvements located thereon, or the value of said premises or improvements, or

the suitability of Ground Transportation Areas, or any improvements, or Operator's legal ability to use Ground Transportation Areas for Operator's intended use.

- 4.04 Ground Transportation Manager. Operator, Operator Drivers and Operator's employees shall comply with the direction of representatives of the County, Department and Ground Transportation Manager, including, but not limited to, the Contract Administrator and Dispatchers, at all times in the performance of On-Demand Services hereunder. Unless County requests Operator to provide Optional Dispatching Services, Operator acknowledges and agrees that the Ground Transportation Manager will be responsible for on-site management of the Ground Transportation Program, including coordination with Operator to dispatch Operator Vehicles to the Airport based on customer demand.

ARTICLE 5

FEES AND CHARGES/GROUND TRANSPORTATION MANAGEMENT SYSTEM

- 5.01 On-Demand Services. Operator shall provide On-Demand Services to any and all passengers desiring Vehicle for Hire Services from the Airport regardless of destination in accordance with the terms, conditions and limitations of this Agreement and the Ground Transportation Program throughout the Term of this Agreement.
- 5.02 Optional Dispatching Services. In the absence of a Ground Transportation Manager or as otherwise requested by County, Operator may be required by County to provide Optional Dispatching Services to the Airport on an interim or permanent basis during the Term of this Agreement. County shall provide Operator with no less than thirty (30) days prior written notice in the event Optional Dispatching Services will be required to be provided by Operator, which shall be provided in accordance with Exhibit "B."
- 5.03 Per-Trip Fees.
- A. Operator shall pay to County a Per-Trip Fee for each and every Trip ("Per-Trip Fees"). Operator shall pay Per-Trip Fees on a monthly basis to County within fifteen (15) days of the date of County's invoice to Operator. County may, its sole and absolute discretion, require payment of Per-Trip Fees through the GTMS, which Operator acknowledges and agrees may require Operator to establish an account and maintain a minimum balance for payment of Per-Trip Fees to County.
- B. Operator shall submit completed Non-Load Trip Request Form(s), in the form attached hereto and incorporated herein as Exhibit "F," as evidence of Non-Load Trips to the Contract Administrator on the last day of each month via e-mail. In the event Operator timely submits a properly completed Non-Load Trip Request Form with all required information listed on the form for each Non-Load Trip, the Department will deduct the Non-Load Trip(s) from the amounts owed to County for Per-Trip Fees.
- 5.04 Ground Transportation Management System. Operator shall be required to utilize the ground transportation management system designated by County for tracking and reporting of Trips ("GTMS"), which may system may be replaced or modified at the sole and absolute discretion of County from time-to-time throughout the Term of this Agreement.

As of the Effective Date of this Agreement, the GTMS being utilized by County of the Airport is software known as RT Dispatch, which tracks, records and reports ground transportation trips by Enrolled GTPs. Operator shall participate in the GTMS, including adherence to business rules of GTMS and the RT Dispatch Terms of Service and Privacy Policy (“Terms of Service”). Operator acknowledges and agrees that, as a condition of using the RT Dispatch software, Operator shall be required to agree to the Terms of Service, which may be updated by the provider from time-to-time upon notification to Enrolled GTPs. Operator acknowledges and agrees that notification of updates to the Terms of Service may be made through the RT Dispatch program by means of an electronic notification with a link. Operator acknowledges and agrees that the GTMS shall be used for the tracking and recording Trips in real time utilizing a mobile application that is compatible with Android devices; reporting Trips by mode of transportation; providing reporting of Trips; and collecting and accounting for Per-Trip Fees owed and/or paid by Operator. Operator further acknowledges and agrees that the GTMS may be used for queueing and dispatching vehicles to the Ground Transportation Areas in real time utilizing a mobile application that is compatible with Android devices. Operator shall be responsible for equipping each of Operator Vehicles with an Android device compatible with the GTMS and for installing the mobile application on each of Operator’s devices and for ensuring updates are performed, if required by the mobile application. Operator shall be responsible for ensuring Operator Drivers are trained in the proper use of the mobile application and that the application is used for entry into the Vehicle Queue Area unless there is a documented system error or outage precluding the use of the mobile application for gate entry.

- 5.05 Unpaid Fees. In the event Operator fails to make payment of any fees or charges when due and payable in accordance with the terms of this Agreement, interest at the rate established from time to time by the Board (currently set at one and one-half percent (1.5%) per month, which shall not exceed eighteen percent (18%) per annum), shall accrue against the delinquent payment(s) from the date due until the date payment is received by Department. Notwithstanding the foregoing, the Department, in its sole and absolute discretion, may elect to waive the aforementioned late fees in appropriate circumstances as determined by the Department. Nothing in this provision shall be construed as preventing County from terminating this Agreement for default in payment due to County pursuant to this Agreement or from exercising any other remedies contained herein or implied by law.
- 5.06 Accounting Records. Throughout the Term, Operator shall keep all books of accounts and records customarily used in this type of operation, and as from time to time may be required by Department, including trip reports, dispatch records, payroll records and timecards, in accordance with standard business practices and Generally Accepted Accounting Principles prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for five (5) years from the end of each Contract Year, including five (5) years following the expiration or termination of this Agreement. County shall have the right to audit and examine, during normal business hours, all such books of accounts and records relating to Operator’s operations hereunder. Operator shall arrange, at its sole cost and expense, for such books of accounts and records to be brought to a location convenient to the auditors for County in order for County to conduct the audits and inspections as set

forth in this paragraph. Failure to maintain books of accounts and records as required under this paragraph shall be deemed to be a material breach of this Agreement. The obligations arising under this Section shall survive the expiration or termination of this Agreement.

- 5.07 Audit by County. Notwithstanding any provision in this Agreement to the contrary, County or its representative(s) may at any time perform audits of all or selected operations performed by Operator under the terms of this Agreement. County or its representative(s) shall make available to Operator a copy of the audit report prepared by or on behalf of County. Operator shall have thirty (30) days from receipt of the audit report from County or its representative(s) to provide a written response to Department regarding the audit report. Operator agrees that failure of Operator to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.
- 5.08 Payment and Performance Security. Prior to the Effective Date, Operator shall post and maintain payment and performance security with County in the initial amount of Fifty Thousand (\$50,000.00) ("Payment and Performance Security"). The Payment and Performance Security shall be in the form of either a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Operator to timely pay any sums, fees or charges, including, but not limited to, liquidated damages, to County when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Payment and Performance Security. Upon notice of any such draw, Operator shall immediately replace the Payment and Performance Security with a new Letter of Credit or Bond in the full amount of the Payment and Performance Security required hereunder. The Payment Security and Performance shall be kept in full force and effect throughout the Term of this Agreement. Not less than thirty (30) days prior to any expiration date of a Letter of Credit or Bond, Operator shall submit evidence in a form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Section shall: (a) entitle County to draw down the full amount of such Payment and Performance Security, and (b) constitute a default of this Agreement entitling County to all available remedies. The Payment and Performance Security shall not be returned to Operator until all obligations under this Agreement are performed and satisfied. Prior to consent from County to any Assignment of this Agreement by Operator, Operator's assignee shall be required to provide a Payment and Performance Security to County in accordance with the terms and conditions of this Section. The obligations arising under this Section shall survive the expiration or termination of this Agreement.
- 5.09 Accord and Satisfaction. In the event Operator pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

ARTICLE 6 OBLIGATIONS OF OPERATOR

6.01 Service Standards.

- A. GTMS Enrollment. Unless otherwise notified by County, Operator acknowledges and agrees that:
1. The Ground Transportation Manager will be responsible for enrolling additional GTPs into the GTMS during the Term of this Agreement.
 2. Operator shall be required to complete its enrollment in GTMS prior to the Commencement Date to ensure proper Trip reporting and payment, unless otherwise approved by County in writing.
 3. The Ground Transportation Manager will be responsible for coordinating with Operator for the dispatch of Operator Vehicles to the Airport to the Vehicle Queue and Passenger Loading Areas. Operator shall be responsible for timely dispatching a sufficient number of Operator Vehicles to satisfy customer demand as, and when, requested by the Ground Transportation Manager or County. Operator shall meet with the Ground Transportation Manager and Contract Administrator to establish a system for the timely dispatching of Operator Vehicles to the Airport prior to the Commencement Date.
 4. Operator shall be required to acquire and maintain compatible mobile devices for each of its vehicles at Operator's sole cost and expense in order to access the Ground Transportation Areas through the GTMS.
 5. Operator shall be solely responsible, at Operator's sole cost and expense, to train Operator Drivers on the proper use of the compatible mobile devices and the GTMS application.
- B. Services to be Provided/Level of Service. Operator shall provide On-Demand Services to all passengers desiring Vehicle for Hire Services at the Airport in accordance with the terms and conditions of this Agreement and the Ground Transportation Program. Operator shall accept all passengers assigned by the Ground Transportation Manager or County as required by this Agreement. Operator agrees to transport passengers, with or without baggage, from the Airport to any location requested by the passenger.
- C. Vehicle and Staff Availability.
1. At all times during this Agreement, Operator shall ensure a sufficient fleet of Operator Vehicles and Operator Drivers remain available to meet the On-Demand requirements of this Agreement. Operator shall provide the Ground

Transportation Manager and Contract Administrator with contact information for dispatching of Operator Vehicles to the Airport. Operator shall ensure dispatching to the Airport remains available twenty-four (24) hours per day, seven (7) days per week. Operator shall be prepared to dispatch additional vehicles to the Vehicle Queue Areas upon the request of the Ground Transportation Manager or County twenty-four (24) hours per day, seven (7) days per week.

2. Operator shall ensure Operator Drivers are available and promptly respond to dispatch requests made by the Department and/or Ground Transportation Manager. In the event an Operator fails to timely respond to a dispatch request or to provide a sufficient number of Operator Vehicles to satisfy passenger demand, the Department or Ground Transportation Manager may provide the Trip to any other GTP authorized to provide Ground Transportation Services at the Airport. This provision shall be in addition to any other rights or privileges of County as contained herein.

- D. Hours of Operation and On-Demand Service Requirements. Operator shall be responsible for ensuring On-Demand Services from the Airport are available twenty-four (24) hours, seven (7) days per week, including holidays. Wait Time for On-Demand Services shall not exceed ten (10) minutes, except as otherwise approved by the Contract Administrator in writing or as the result of an unanticipated surge in passenger demand such as an international diversion.
- E. Acceptance of Passengers. Operator Drivers shall accept any and all passengers assigned to them by Dispatchers, regardless of the passenger's destination, and shall promptly and carefully load or unload passenger baggage. Operator Drivers shall be courteous, helpful and at all times conduct themselves in a manner that reflects positively upon Operator, the Airport and County.
- F. Accommodation of Customers with Disabilities. Operator shall not discriminate against any person on the basis of disability in the provisions of its services, programs, or activities hereunder. Operator shall provide On-Demand Services to all customers with disabilities requesting such services and shall comply with the requirements of the ADA. Operator shall ensure that all Operator Drivers are trained to properly assist customers with disabilities. Operator Drivers, providing On-Demand Services utilizing ADA Vehicles, shall be trained on proper use of equipment used in the provision of services to the disabled appropriate to the duties of Operator Drivers, including, but not be limited to, training in the use of wheelchair lift and securement devices, ramps and systems to facilitate communication with customers with visual and hearing disabilities. Customers desiring On-Demand Services with service animals shall be accommodated by all Operator Drivers. Operator Drivers shall be required to assist with stowing wheelchairs and other mobility devices at no extra charge to the customer.
- H. Quality Assurance Reviews. Operator recognizes that from time to time Department may conduct quality assurance reviews of the services to be provided

under this Agreement. Operator agrees to cooperate fully in these reviews and to take immediate steps to correct any deficiencies discovered by the Department as a result of the reviews.

6.02 Operational Standards.

- A. Services Provided. Operator agrees to furnish On-Demand Services as provided for herein on a fair, equal and nondiscriminatory basis to all passengers.
- B. Fares and Rates. Operator shall not charge fares and rates in excess of the maximum fares and rates established by County for the privilege of providing On-Demand Services at the Airport. As of the Effective Date, the maximum fares and rates established by County for On-Demand Services are set forth in Exhibit “E,” as may be amended from time to time (“Rate Schedule”).
- C. Credit Card Acceptance. All Operator Vehicles operated by, under, through or on behalf of Operator under this Agreement, shall be equipped with a Department-approved credit card device capable of accepting payment by the customer’s direct swipe of the credit card without “calling in” the customer’s credit card information, or making an imprint or impression of the card, and without additional charge or premium to the customer. At a minimum, Operator shall accept for payment the following brands of credit card: Visa, MasterCard, American Express and Discover. Operator Drivers shall not discourage passengers in any way from paying for services by credit card. Operator acknowledges that Operator Drivers who refuse to accept credit cards for payment, or who use credit card devices or methods not approved in writing by the Department in advance shall be subject to temporary or permanent removal from the provision of On-Demand Services the Airport.
- D. Sufficient Cash to Make Change; Sufficient Fuel Supply. Operator Drivers shall, at all times while on duty, carry sufficient change and “small bills” in such amounts to provide change to customers paying fares in cash. Operator Drivers shall, prior to dispatch to the Ground Transportation Areas, ensure their vehicles have a sufficient supply of fuel to travel a distance of not less than one hundred (100) miles from the Airport. Operator Drivers shall be physically ready and able to accept passengers without any stops.
- E. Customer Receipts. All customers shall be offered a written or electronic receipt, which shall include, at a minimum, the following information:
 - 1. The date and time of service.
 - 2. The amount of fare paid, including the amount of any tip.
 - 3. Operator Driver’s name and the vehicle number.
 - 4. Operator’s name and dispatch telephone number.

F. Vehicle Standards.

1. Operator shall furnish the type, quantity and quality of vehicles necessary to provide high quality On-Demand Services at the Airport. All vehicles used in the operation of this Agreement shall be in compliance with the Vehicle for Hire Ordinance and all other applicable federal, state and local laws, rules and regulations, as now or hereafter promulgated or amended, and the requirements of the Ground Transportation Program and this Agreement.
2. All vehicles used in the provision of On-Demand Services shall be in good working order, be free of mechanical problems and defects and be maintained in safe operable condition, including, but not limited to operable safety features/devices, air conditioning, windows and doors.
3. Operator shall, at all times during the Term of this Agreement, maintain access to a fleet of vehicles consisting of not less than fifty (50) vehicles, of which not less than twenty-five (25) vehicles must be owned or leased by, and registered in the name of Operator, or under the direct control of Operator through written owner-operator agreements. The fleet of vehicles must include no less than four (4) ADA Vehicles. The remainder of the fleet may be owned by, or under the direct control of Operator, or Operator may enter subcontract agreement(s) with one or more Vehicle for Hire companies or owner-operators. Operator is encouraged to utilize vehicles that are hybrid vehicles or capable of operating on alternative fuels, such as propane, compressed or liquefied natural gas, or electric power.
4. If the Ground Transportation Manager or Contract Administrator determines that a vehicle is unsuitable for operation of On-Demand Services, Operator shall immediately remove the vehicle from service until such time as all deficiencies have been corrected.
5. Upon request of the Ground Transportation Manager or Department, Operator shall provide a Vehicle Fleet Report, summarizing by vehicle category, the make and model of each vehicle, each vehicle's passenger capacity, the dispatch number assigned to each vehicle, the date each vehicle was titled new and each vehicle's license number and the vehicle owner's name.
6. The interior and exterior of all vehicles used in the operation of this Agreement shall be maintained in a neat and clean condition at all times during the provision of On-Demand Services. The interior of the vehicles shall be sanitary and free from clutter, offensive odors and stains.
7. The exterior of all vehicles shall be in good condition and be free of any cosmetic defects and shall not have visible body damage, rust, dents or

scratches, broken or cracked windows or lights, missing parts, or faded exterior paint or signage.

8. The interior of vehicles shall be maintained in good condition and be free of damage, including, but not limited to, driver and passenger seating areas, the interior carpeting and safety devices. Vehicles shall not have worn or damaged seating or carpeting or damaged interior components.
9. Vehicle trunks shall be maintained in a neat and clean condition and be of a sufficient size to accommodate passenger baggage. Operator Drivers shall not store personal items unrelated to the operation or maintenance of their vehicles in their vehicles in order to ensure sufficient space is available for passenger baggage.
10. Vehicles without on-board sanitization supplies, or vehicles with inoperable equipment, including, but not limited to, seatbelts for each passenger position, automatic windows, climate control or the on-board device accepting credit card payment, shall not be permitted to provide services under this Agreement.
11. Vehicles shall be subject to inspection by Department representatives, including, but not limited to, the Contract Administrator and Ground Transportation Manager, when in operation at the Airport to ensure compliance with the requirements of this Agreement. Any vehicle found not to be in compliance with the requirements of this Agreement may be required to be removed from the provision of On-Demand Services by Ground Transportation Manager or Contract Administrator.

G. Vehicle Identification. Prior to commencement of Operations under this Agreement, Operator, at its sole cost and expense, shall have all of its vehicles used in connection with this Agreement appropriately painted and permanently marked. At no time shall any Operator Driver or other employee of Operator be permitted to place on or in a vehicle any signs, decals, stickers, photographs, decorations, or other such personal effects unrelated to the operation under this Agreement. Each vehicle shall have a unique identification number which, in addition to meeting the requirements of the Vehicle for Hire Ordinance for exterior identification, shall be conspicuously visible to the passenger when seated in the vehicle in numbers not smaller than two (2) inches high. Exterior identification in numbers in a color contrasting with the vehicle's exterior color and not smaller than four (4) inches high shall be affixed to the trunk or rear bumper of each vehicle, regardless whether such exterior identification numbering is required to meet the requirements of the Vehicle for Hire Ordinance. If authorized or required by Department, Operator shall furnish a decal for each vehicle, in a format approved by Department, to identify the vehicles operating under this Agreement.

H. Operator Driver Conduct. Operator shall ensure that Operator Drivers comply with the requirements of this Agreement, including those related to Operator Driver

conduct. Any Operator Driver failing to comply with the requirements of this Agreement may be permanently removed and/or suspended from providing On-Demand Services at the Airport by the Department or Ground Transportation Manager.

1. Operator Drivers shall be required to comply with the direction of representatives of the County, Department, Ground Transportation Manager and Palm Beach County Sheriff's Office, including Dispatchers, the Contract Administrator and Airport Operations Officers, at all times when on the Airport.
2. Operator shall cause all of Operator Drivers and its employees to conduct themselves at all times in a professional and courteous manner toward the public.
3. Operator shall ensure that all of Operator Drivers are, and remain, compliant with the Ground Transportation Program, the Vehicle for Hire Ordinance and this Agreement.
4. Operator Drivers shall only pick up passengers in the Passenger Loading Areas. Operator Drivers and their vehicles shall remain in the Vehicle Queue Areas away from the Passenger Loading Areas until such time as the Dispatcher has requested that the Operator Driver and vehicle proceed to the Passenger Loading Area.
5. Operator Drivers shall not leave their vehicles unattended in the Vehicle Queue Areas or Passenger Loading Areas at any time. For purposes of this Section, an "unattended vehicle" shall mean a vehicle that does not have a dedicated person to operate such vehicle within a distance of fifteen (15) feet.
6. At no time shall any Operator Drivers or employees solicit passengers in any manner, or attempt to divert passengers from their chosen mode of ground transportation. Nor shall Operator or any employee of Operator or Operator Driver pay or otherwise induce a skycap or other person to do so on their behalf.
7. At no time shall any Operator Drivers solicit or demand a customer provide a tip or other gratuity. Operator Drivers should be capable of making appropriate change upon a customer's request.
8. Operator Drivers shall not repair, clean, or perform any maintenance on any vehicles while Airport property, including, but not limited to the Ground Transportation Areas.
9. Operator Drivers shall not refuse a passenger requesting service on the basis that a short haul destination is desired by the passenger.

10. Operator Drivers shall not distribute literature or solicit funds at the Airport.
11. Operator Drivers shall not block any areas used for ingress and egress by pedestrians or Airport traffic unless required in an emergency, and further, shall not interfere with the activities of County, its agents or employees, or any Airport tenant. Operator Drivers shall not be permitted to loiter on the Airport, including, but not limited to, the Airport's cellphone waiting area or roadways.
12. The management and operation of On-Demand Services shall at all times be under the direct supervision and control of a full-time active, qualified local manager, who shall be on-call for emergencies twenty-four (24) hours per day, seven (7) day per week and who shall at all times be subject to the direction and control of Operator. In the event the local manager will be unavailable, a full-time active, qualified supervisor shall be assigned on-call duties in the event of an emergency. The local manager shall notify the Ground Transportation Manager and Contract Administrator when he or she will be unavailable and shall provide the name of the supervisor responsible for oversight of On-Demand Transportation Services in his or her absence. Prior to the commencement of Operations under this Agreement, Operator shall provide the Ground Transportation Manager and Department contact information for the local manager and its supervisors, including office and cellular telephone numbers and e-mail addresses. When changes to Operator's management occur, Operator shall update the contact information and send the Ground Transportation Manager and Department a copy within twenty-four (24) hours of the change.
13. At no time shall Operator Drivers use abusive language or display discourteous, hostile, aggressive or other inappropriate behavior while at the Airport or providing services hereunder.
14. In the event that any Operator Drivers, while on duty at the Airport, engage in behavior or acts in a manner deemed inappropriate or in conflict with this Agreement, Operator shall, upon receipt of notice of such behavior, regardless of the source of such notice, investigate the reported incident and timely take such actions as necessary to assure that such behavior or acts cease. Operator acknowledges and agrees that representatives of the County, including, but not limited to, the Contract Administrator and Ground Transportation Manager, shall have the right to immediately suspend or permanently remove the Operator Driver from the Airport.

I. Employee Dress Code.

1. Operator shall require all Operator Drivers to maintain a neat, clean and professional appearance. Operator Drivers shall be required to wear a polo shirt or other collared shirt with long or short sleeves, long pants or knee-length tailored shorts and closed-toe shoes. Female Operator Drivers may

wear knee-length skirts in addition to long pants or knee-length tailored shorts. Clothing shall be free of rips, tears or other damage. Operator Drivers shall not be permitted to provide On-Demand Services in unprofessional clothing, including, but not limited to, cutoff shorts, pajamas, sweatpants, gym attire, tank tops, body suits, swimwear, or flip flops.

2. Operator shall ensure that, in compliance with the Vehicle for Hire Ordinance, all Operator Drivers display the Operator Driver identification badge issued by the County's Division of Consumer Affairs, above the waist, on the outside of the outermost garment at all times when on duty.
3. If, at any time, Operator is notified by a representative of the County or Department, including, but not limited to, the Contract Administrator and Ground Transportation Manager, that the cleanliness or appearance of an Operator Driver is unsuitable or otherwise does not meet the standards of dress as set forth herein, Operator shall immediately, upon such notice, remove Operator Driver from the Airport and not reassign the Operator Driver to operations under this Agreement until such time as he or she meets the required standards.

J. Customer Complaints.

1. In accordance with the Vehicle for Hire Ordinance, Operator shall conspicuously display in the passenger compartment of each vehicle a "Vehicle for Hire Service Standards" ("Passenger's and Driver's Bill of Rights") decal, which is to be provided to Operator by the Division of Consumer Affairs. The Passenger's and Driver's Bill of Rights shall list a phone number to which passengers shall direct their complaints about operations, and Operator shall resolve all such customer complaints received by the Division of Consumer Affairs. Should the Division of Consumer Affairs deem it necessary to investigate a customer complaint, Operator shall notify Department in writing of such investigation within two (2) days of the same notice to Operator by the Division of Consumer Affairs.
2. Operator shall respond timely to all customer complaints referred by representatives of the County, Department and Ground Transportation Manager. Upon resolution of any customer complaints referred by Department or County, Operator shall provide to the Department a written summary detailing the circumstances of the complaint and the resolution achieved. Operator shall supply County with documentation of its investigation of the complaint or claim and its response to the complainant. Operator shall make good faith efforts to explain, resolve or rectify the cause of the complaint.

3. The Department may require Operator to refund amounts paid by a customer who has submitted a complaint regarding the quality of services provided hereunder if the incident would be considered a violation of this Agreement and, based on the reasonable judgment of the Ground Transportation Manager or Contract Administrator, that it is more likely than not the allegations made by the customer are true. Refunded amounts shall be at the sole cost and expense of Operator.
 4. Operator shall meet with representatives of the Ground Transportation Manager and County at the Department's request to review any complaints or concerns and promptly correct any deficiencies regarding its Operations under this Agreement.
- K. Advertising. The Department retains the right to have Operator remove from Operator Vehicles operating at the Airport any advertising the Department deems inappropriate or inconsistent with the Airport's own advertising guidelines. All advertising shall be in good taste and professionally developed. Operator shall not display on any Operator Vehicle advertisements that are false, deceptive or misleading; promote unlawful or illegal goods, services or activities; imply or declare an endorsement by the Department or County of any service, product or point of view; promote alcohol, cannabis, "CBD" or related content, tobacco, vaping or smoking-related products; advertise images or information that may be considered violent, or otherwise inappropriate, especially to minors; promote escort services, dating services or adult entertainment businesses or establishments; contain sexual, nudity or any indecent behavior or implication or are political in nature. Upon notice by the Department to Operator to this effect, Operator shall immediately remove such advertising.
- L. Vehicle for Hire Services Only. Operator shall not perform any business activity on Airport property other than as permitted herein without Department's prior written approval. Operator shall not engage in the business of delivering delayed, misplaced or misrouted baggage without an agreement with County for such services. Operator may from time to time provide such services on an emergency basis without the need for such an agreement upon the approval of the Contract Administrator.
- M. Lost and Found. Operator shall maintain a written policy governing lost and found items, which shall include, at a minimum, the elements contained in this paragraph, and which shall be included in Operator's training program:
1. All Operator Drivers shall be responsible for checking the passenger compartment and trunk of the vehicle after each trip.
 2. Operator shall make good faith efforts to return lost or misplaced items to the passenger as soon as reasonably practicable, including delivering item(s) to the passenger at no cost to the passenger.

3. Employees and Operator Drivers shall be prohibited from retaining lost or misplaced items.

Efforts shall include attempting to contact the passenger regarding the found item, if Operator is able to identify the passenger who lost or misplaced the item, and providing the passenger the opportunity to claim lost or misplaced items. If Operator is unable to identify the owner of the items or arrange for the owner to claim the item, Operator shall deliver the item to the Department's Security and Badging Office with the direction that item should be placed in the "Lost and Found" for the Airport.

- N. Sanitization and Social Distancing. Operator acknowledges the urgency and necessity of maintaining a sanitary, safe and presentable condition in accordance with good business practice, industry standards, and all applicable laws, rules, and regulations, including the guidelines of the Centers for Disease Control (CDC) pertaining to sanitization of public areas. Operator shall observe "social distancing" and the use of facemasks (if County or CDC guidelines recommend using such measures) by Operator Drivers, and encourage all passengers to do the same.

- 6.03 Liquidated Damages. The parties acknowledge and agree that failure of Operator and Operator Drivers to comply with the service and operational standards established by this Agreement will result in an inconvenience to the public, and negatively influence the Airport's reputation and the quality of ground transportation services at the Airport. The parties agree that the liquidated damages set forth below are reasonable estimates of the damages that would be incurred for the specified breaches, and Operator agrees to pay to County liquidated damages in accordance with this Section at the amounts specified below upon the occurrence of a specified breach and upon demand by Department. The amounts listed below are not intended to be a penalty, but a reasonable measure of damages based upon the parties' experience in the operation of On-Demand Services. The availability of liquidated damages shall not preclude County from exercising other remedies, such as termination of this Agreement, due to default. Liquidated damages will not be assessed for circumstances that Operator demonstrates to the satisfaction of the Department are beyond the reasonable control of the Operator or its employees, or for temporary, Department-approved disruptions. Operator acknowledges and agrees that the Department, in its sole and absolute discretion, may reduce payments owed by County to Operator under this Agreement by the amount of any liquidated damages owed or provide an invoice to Operator for any liquidated damages owed to County. Operator shall pay County within thirty (30) days of the date of County's invoice. Failure to timely pay liquidated damages shall be considered a material default of this Agreement.

Violation	Liquidated Damages Amount
Failure to satisfy the vehicle availability requirements.	\$250 per incident
Failure to promptly respond to dispatch requests.	\$100 per incident

Failure of an Operator Driver to accept an assigned passenger or destination.	\$100 per incident
Failure to provide services to customers with disabilities.	\$1,500 per incident
Failure to provide and maintain approved credit card devices as required by Section 6.02(C), including the use of unauthorized credit card devices.	\$75 per vehicle, per day
Failure of an Operator Driver to accept a credit card.	\$100 per incident
Failure of an Operator Driver to offer or provide a written or electronic receipt.	\$150 per incident
Failure to meet the vehicle standards set forth in this Agreement.	\$250 per vehicle, per day
Failure of an Employee to comply with the conduct standards set forth in this Agreement.	\$50 per incident
Loading of passengers outside of approved areas.	\$100 per incident
Failure of an Operator Driver to remain with his or her vehicle in a Passenger Loading Area or Vehicle Queue Area as required by this Agreement.	\$100 per incident
Failure of an Employee to comply with the dress code requirements in this Agreement.	\$25 per incident
Failure to timely respond to a customer complaint as required by this Agreement.	\$100 per incident
Failure to timely submit any report, record or documentation required by this Agreement, including, but not limited to, ACDBE reports.	\$50 per day until submitted as required
Leaving the Ground Transportation Desk unattended by when Optional Dispatching Services are required to be provided by Operator hereunder.	For periods of more than 10 minutes but less than 30 minutes, \$100 per incident. For periods of 30 minutes or more, \$250 per incident.

- 6.04 Airport Security Program. Operator agrees to observe all federal, state and local laws, rules and security requirements applicable to Operator's operations, as now or hereafter promulgated or amended, including, but not limited to, Title 14, Part 139 of the Code of Federal Regulations, and Title 49, Part 1542 of the Code of Federal Regulations, and the Palm Beach County Criminal History Record Check Ordinance (No. R-2013-023), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof. Operator agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County or Department, and to take such steps as may be necessary or directed by County or Department to ensure that employees, subtenants, invitees, contractors and guests observe these requirements. If required by Department, Operator shall conduct background checks

of its employees in accordance with applicable federal, state and local laws. Department shall have the right to require the removal or replacement of any employee of Operator at the Airport that Department has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Operator, its sublessees, employees, invitees, contractors or guests, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Operator agrees to pay to County all such costs and expenses, including all costs of any administrative proceedings, court costs, and attorneys' fees and costs incurred by County in enforcing this provision. Operator further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Operator fails to remedy any such deficiency, County may do so at the cost and expense of Operator. Operator acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

ARTICLE 7 INSURANCE

It shall be the responsibility of Operator to provide evidence of the following minimum amounts of insurance coverage to County. Operator shall, at its sole cost and expense, maintain in full force and effect at all times during the Initial Term and any Renewal Term the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article nor County's review nor acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Operator under this Agreement.

- 7.01 Commercial General Liability Insurance. Operator shall maintain Commercial General Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000) each occurrence including, but not limited to, coverage for Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability coverage with a limit of not less than One Hundred Thousand Dollars (\$100,000); and Medical Payments (when available) with a limit of not less than Five Thousand Dollars (\$5,000). Operator agrees this coverage shall be provided on a primary basis.
- 7.02 Business Auto Liability. Operator shall, at all times, maintain Business Automobile Liability Insurance with limits of liability and coverage not less than the amounts provided in the Vehicle for Hire Ordinance.
- 7.03 Workers' Compensation & Employer's Liability. Operator shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes and applicable federal laws. In the event Operator subcontracts any portion of the work or services required or permitted by this Agreement to another party, Operator shall be responsible for ensuring the subcontractor maintains Workers' Compensation & Employer's Liability, or Operator shall provide coverage under its own Workers' Compensation & Employer's Liability policy on behalf of the subcontractor. Operator agrees this coverage shall be provided on a primary basis.

- 7.04 Additional Insured Endorsement. Operator shall endorse County as an Additional Insured on each liability insurance policy required to be maintained by Operator, except for Workers' Compensation and Business Auto Liability Insurance. CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability policy. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. Operator agrees that the Additional Insured endorsements shall provide coverage on a primary basis. Each "Additional Insured" endorsement shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees," or as otherwise approved or modified by County.
- 7.05 Certificate of Insurance. Prior to the Effective Date, Operator shall provide to County a certificate of insurance or certificates of insurance evidencing limits, coverages and endorsements required herein. The certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or nonrenewal of coverage. In the event coverage cancels or non-renews during the Initial Term and any Renewal Term, Operator shall furnish County with a new certificate of insurance evidencing replacement coverage at least thirty (30) days prior to, but in no case later than, the expiration of such insurance. The certificate holder's name and address shall read "**Palm Beach County Board of County Commissioners, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406**". The e-mail address to send certificates of insurance is properties@pbia.org.
- 7.06 Waiver of Subrogation. By entering into this Agreement, Operator agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Operator shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Operator enter into such an agreement on a pre-loss basis.
- 7.07 Deductibles, Coinsurance & Self-Insured Retention. Operator shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.
- 7.08 Right to Review or Reject Insurance. The Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article from time to time throughout the Initial Term and any Renewal Term. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Operator a written notice of rejection, and Operator shall comply within thirty (30) days of such notice.

- 7.09 No Representation of Coverage Adequacy. Operator acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for County. Operator agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Operator against any loss exposures, whether as a result of this Agreement or otherwise.

ARTICLE 8 RELATIONSHIP OF THE PARTIES

Operator, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.

ARTICLE 9 INDEMNIFICATION

Operator shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Agreement or an Operator Party's use or occupancy of the Ground Transportation Areas, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of, or incident to, or in connection with an Operator Party's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Operator or any breach of the terms of this Agreement: provided, however, Operator shall not be responsible to County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of County its respective agents, servants, employees and officers. Operator further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of, or due to, an Operator Party's activities or operations or use of the Ground Transportation Areas whether or not the Operator Party was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf, of or at the request of Operator. Operator recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that County would not enter into this Agreement without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 10
DAMAGE OR DESTRUCTION OF THE PREMISES

- 10.01 General. If any improvements, facilities or equipment, located on the Airport, including, but not limited to, the Ground Transportation Areas, are damaged in any way whatsoever, by the act, default or negligence of an Operator Party, Operator shall be fully responsible for the cost of repairs or restoration. Operator shall pay the actual costs of such repairs or restoration, plus a twenty-five percent (25%) overhead charge, to County within thirty (30) days of the date of County's invoice.
- 10.02 Termination Upon Destruction or Other Casualty. In the event the Ground Transportation Areas or Airport, or any portion thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by County impossible, then County, at its sole option, may terminate this Agreement. Operator shall pay all fees, rental and costs and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations hereunder other than those that expressly survive expiration or termination of this Agreement. Operator hereby waives any claim for damages or compensation should this Agreement be so terminated, including consequential damages.

ARTICLE 11
TERMINATION OF AGREEMENT, DEFAULT & REMEDIES

- 11.01 Termination.
- A. This Agreement shall automatically terminate at the end of the Initial Term unless otherwise renewed in accordance with the terms of Section 3.03. In the event the parties agree to renew this Agreement in accordance with the terms of Section 3.03, this Agreement shall automatically terminate at the end of the Renewal Term.
 - B. This Agreement may also be terminated, in whole or in part, by County, without cause upon thirty (30) days prior written notice to Operator. In the event Optional Dispatching Services are terminated by County without cause, Operator shall be paid for all Optional Dispatching Services and Additional Services rendered through the date of termination in accordance with Exhibit "B," provided, however, Operator shall remain obligated to provide On-Demand Services unless otherwise notified by County.
- 11.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Operator:
- A. The abandonment of the operation provided by this Agreement by Operator.
 - B. The failure by Operator to make payment of any Per-Trip Fees or any other payment required to be made by Operator hereunder where such failure continues for a period of three (3) days after written notice thereof from County to Operator.

- C. The failure by Operator to maintain insurance coverage as provided in Article 7.
- D. The failure by Operator to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Operator, other than those described in this Section 11.02, where such failure shall continue for a period of thirty (30) days after written notice from County to Operator; provided, however, that if the nature of Operator's default is such that more than thirty (30) days are reasonably required for its cure, then Operator shall not be deemed to be in default if Operator commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- E. To the extent permitted by law, (i) the making by Operator or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Operator of a petition to have Operator adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Operator, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of Operator's assets located on the Airport or of Operator's interest in this Agreement, where possession is not restored to Operator within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Operator's assets located on the Airport or of Operator's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
- F. The discovery by County that any information given to County by Operator relating to this Agreement was materially false.

11.03 Remedies. In the event of any such material default or breach by Operator, County may, with or without notice or demand, pursue any available right or remedy by law or equity including the right, at its option, to immediately terminate this Agreement, by giving written notice to that effect. Upon such termination, Operator shall immediately surrender the Ground Transportation Areas to County and shall cease its operations at the Airport. Such termination shall be without prejudice to County to any remedy for arrearages or payments due hereunder or breach of covenant or damages for the balance of Per-Trip Fees, liquidated damages and other sums due hereunder, payable through the full Initial Term and any Renewal Term, or any other damages or remedies whatsoever. Upon termination of this Agreement, County shall have the right to engage another operator to provide the services required hereunder for such period or periods at such fees and upon other terms and conditions as County may, in good faith, deem advisable. Operator hereby waives any additional notice Operator may be entitled to pursuant to Florida law.

11.04 Termination by Operator. Operator may terminate this Agreement, if Operator is not in default of this Agreement including, but not limited to, its payments to County hereunder, by giving County sixty (60) days' advance written notice to be served as hereinafter provided, upon or after the happening of anyone of the following events:

- A. Issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes and the remaining in force of such injunction for a period of at least ninety (90) days.
- B. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of sixty (60) days after receipt from Operator of written notice to remedy same provided, however, if the nature of County's obligations is such that more than sixty (60) days are required for performance then County shall not be in default if County commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Notwithstanding the foregoing, a notice of cancellation shall not be of any force or effect if County has remedied the default prior to receipt of Operator's notice of cancellation.
- C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of Operator, for a period of at least ninety (90) days.

ARTICLE 12 ASSIGNMENT

Operator shall not, in any manner, assign, sublet, transfer or otherwise convey an interest in or subcontract any of its rights under this Agreement, without the prior written consent of County, which consent may be granted or withheld by County in its sole and absolute discretion for any reason or no reason at all ("Assignment"). Operator acknowledges and agrees that this Agreement is an agreement for services and does not constitute a lease of the Ground Transportation Areas, and Operator shall have no right whatsoever to lease, assign or sublease Ground Transportation Areas or any portion thereof.

ARTICLE 13 LAWS, REGULATIONS, PERMITS AND TAXES

13.01 General.

- A. Throughout the Term, Operator shall at all times be and shall remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter promulgated or amended, including, but not limited to FAA Advisory Circulars and the Airport Rules and Regulations.
- B. Operator shall require its appropriate managers, supervisors and employees to attend such training and instructional programs as Department may require from time to time in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

- 13.02 Division of Consumer Affairs Permits and Licenses. Operator, at its sole cost and expense, shall be strictly liable and responsible for obtaining, paying for and maintaining current, and fully complying with, any and all permits and licenses required by the Division of Consumer Affairs for Operator's business operations, its Operator Drivers and its vehicles.
- 13.03 Permits and Licenses Generally. Operator, at its sole cost and expense, shall be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term by any federal, state or local governmental entity or any court of law having jurisdiction over Operator or Operator's operations and activities, for any activity and for any and all operations conducted by Operator including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from Operator's operations and activities on the Airport have been obtained and are in full legal compliance. Upon the written request of Department, Operator shall provide to Department certified copies of any and all permits and licenses that Department may request.
- 13.04 Air and Safety Regulation. Operator shall conduct its operations and activities under this Agreement in a safe manner, shall comply with all safety regulations of Department and with safety standards imposed by applicable federal, state and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Operator resulting from, or in any way related to, the conduct of Operator's business on the Airport. Operator hereby agrees that neither Operator, nor employee or contractor or any person working for or on behalf of Operator, shall require any personnel engaged in the performance of Operator's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.
- 13.05 Payment of Taxes. Operator shall pay any and all taxes and other costs lawfully assessed against its interest in the Ground Transportation Areas, improvements and operations under this Agreement. Operator shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Operator's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, Operator shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties or other liabilities in connection therewith.

ARTICLE 14 DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND OPERATOR HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY OPERATOR PARTIES DURING THE TERM OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF OPERATOR PARTIES THAT MIGHT BE LOCATED OR STORED ON AIRPORT PROPERTY, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE TO AN OPERATOR PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS. OPERATOR ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND OPERATOR COVENANTS AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS AGREEMENT. FURTHERMORE, OPERATOR ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT, WAS AT ITS SOLE RISK.

ARTICLE 15 NOTICES

All notices and elections (collectively, "notices") to be given or delivered by or to any party under this Agreement, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:	Palm Beach County Department of Airports ATTN: Director of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470 Fax: 561-471-7427
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With copy to: Palm Beach County Attorneys' Office
ATTN: Airport Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Fax: 561-355-4398

Operator:

Either party may change the address to which notices under this Agreement shall be given, upon three (3) days prior written notice to the other party.

ARTICLE 16

GOVERNMENTAL RESTRICTIONS

- 16.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section 16.01 shall not act or be construed as a waiver of any rights Operator may have against the United States as a result of such taking.
- 16.02 Federal Review. Operator acknowledges this Agreement may be subject to review or inspection by the FAA to determine satisfactory compliance with Federal law or grant assurances and agrees that this Agreement shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Agreement which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.
- 16.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any of the public officials of County of Palm Beach, of the right to assess, levy and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Ground Transportation Areas, the business or property of Operator.
- 16.04 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Ground Transportation Areas together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

- 16.05 Operation of Airport. Operator expressly agrees for itself, its sublessees, successors and assigns, to prevent any use of the Ground Transportation Areas that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.
- 16.06 Release. Operator acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

ARTICLE 17 NONDISCRIMINATION

- 17.01 Non-Discrimination in County Contracts. County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the Operator warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
- 17.02 Federal Nondiscrimination Requirements. Operator shall comply with the Federal Nondiscrimination Requirements set forth in Exhibit “C.”
- 17.03 Airport Concession Disadvantaged Business Enterprises (“ACDBE”). This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Operator agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Operator agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those business to similarly include the statements in further agreements.
- 17.04 Airport Concession Disadvantaged Business Enterprise Participation Goal.
- A. Operator agrees that the ACDBE participation in this Agreement shall be at least equal to _____ percent (___%).
 - B. “Good faith efforts” are those efforts that could reasonably be expected to result in ACDBE participation. Operator shall actively seek to obtain ACDBE participation in this Agreement and shall document those efforts. Efforts that are merely “pro forma” are not considered good faith efforts in meeting the ACDBE goal. In determining whether or not Operator has made such good faith efforts, Department will refer to the description of good faith efforts as provided in 49 CFR Parts 23 and 26.

- C. For the purpose of verifying Operator's good faith efforts, Operator shall keep and maintain such books of account and records as necessary to document compliance with 49 CFR Part 23, as may be amended or any successor regulation, and this Section. County and its representatives shall have the right to inspect and audit such books of account and records upon reasonable notice to Operator at a location convenient for County and its representatives.
- D. Operator shall provide written quarterly reports to Department, on or before the 20th day of each quarter, in a form and detail satisfactory to Department, as to the participation of ACDBE's in this Agreement. Each report shall be certified by Operator as being true and accurate. If requested by Department, Operator may be required to submit a certification of receipt payment from the ACDBE firms participating in this Agreement, in a form and detail satisfactory to Department. In the event the ACDBE participation level drops below the established ACDBE participation goal set forth in subsection 17.04(A) above, Operator shall make good faith efforts to increase ACDBE participation to the established ACDBE participation goal. Operator shall document its good faith efforts to achieve the ACDBE participation goal and provide written reports to Department documenting such good faith efforts. The Department may require the reports required hereunder to be submitted electronically.
- E. Operator shall be responsible for ensuring all firms listed in Schedule 1, attached to Operator's response to the RFP, List of Proposed ACDBE Firms ("Schedule 1"), and the reports submitted pursuant to this Section are ACDBE firms certified by the Unified Certification Program for the State of Florida. Certification as a minority or women-owned business under any other program shall not be counted towards achievement of the ACDBE goal set forth in this Agreement.
- F. Operator will use good faith efforts to replace any ACDBE listed in Schedule 1 that is terminated or has otherwise failed to complete its agreement or subcontract with another ACDBE. Operator shall notify Department of any ACDBE's inability or unwillingness to perform and shall provide reasonable documentation. Operator shall obtain prior approval from Department of the substitute ACDBE.
- G. Operator shall provide Department with copies of all subcontracts and agreements with ACDBE firms providing goods or services under this Agreement upon request, which shall be subject to review and final approval by the Department for compliance with 49 CFR Part 23.
- H. Failure to satisfy the requirements of this Section, including, but not limited to, failure to demonstrate good faith efforts to achieve the ACDBE goal or to submit any report or other information required by this Section to Department, shall constitute a material default of this Agreement.

17.05 Americans with Disabilities Act. Operator shall comply with all applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules,

regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37, and shall cooperate with County to ensure Operator remains in compliance with such requirements throughout the Term of this Agreement.

ARTICLE 18 MISCELLANEOUS

- 18.01 Ground Transportation Services. Notwithstanding any provision of this Agreement to the contrary, Operator's right to operate on the Airport shall not prevent County from permitting or authorizing other Ground Transportation Providers from operating on the Airport whether on an On-Demand or Prearranged basis.
- 18.02 County Not Liable. County shall not be responsible or liable to Operator for any claims for compensation or any losses, damages or injury sustained by Operator resulting from (a) cessation for any reason of air carrier operations at the Airport Terminal or (b) diversion of passenger traffic to any other facility. County shall not be responsible or liable to Operator for any claims for compensation or any losses, damages or injury whatsoever sustained by Operator including, but not limited to, those resulting from failure of any water supply, heat, air conditioning or electrical current or from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County. All personal property placed on or moved on to the Ground Transportation Areas shall be at the sole risk of Operator. County shall not be liable for any damage or loss of any personal property placed or moved on to the Ground Transportation Areas.
- 18.03 Authorized Uses Only. Notwithstanding anything to the contrary herein, Operator shall not use or permit the use of the Ground Transportation Areas or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airport for County or Operator.
- 18.04 Waivers. The failure of County to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance, and County's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.
- 18.05 Subordination to Bond Resolution. This Agreement and all rights granted to Operator hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Operator agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Operator and County with the terms and provisions of this Agreement and Bond Resolution.
- 18.06 Subordination to Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict

with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

- 18.07 County's Governmental Authority. Nothing in this Agreement shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Operator or its operations. County's obligations under this Agreement are made in a proprietary capacity, rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair County's governmental functions, including, without limitation, County's right to lawfully exercise its regulatory authority over vehicle for hire, ground transportation or common carriage services, nor as enabling, permitting or creating any cause of action or claim arising out of the lawful exercise of County's governmental authority.
- 18.08 Annual Appropriation. This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.
- 18.09 Scrutinized Companies. As provided in Section 287.135, Florida Statutes (F.S.) by entering into this Agreement or performing any work in furtherance hereof, the Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, F.S. Pursuant to Section 287.135(3)(b), F.S., if Operator is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County. When contract value is greater than \$1 million, as provided in Section 287.135, F.S., by entering into this Agreement or performing any work in furtherance hereof, the Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, F.S., or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Operator, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, F.S. Said certification must also be submitted at the time of Agreement renewal, if applicable.
- 18.10 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Operator, its

officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 18.11 Rights Reserved to County. All rights not specifically granted to Operator by this Agreement are reserved to County.
- 18.12 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision clause or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.
- 18.13 Venue. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
- 18.14 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.
- 18.15 Inspections. The authorized employees and representatives of County and any applicable Federal, State and local governmental entity having jurisdiction hereof shall have the right of access to the Ground Transportation Areas at all reasonable times for the purposes of inspection for compliance with the provisions of this Agreement and/or applicable laws.
- 18.16 Remedies Cumulative. The rights and remedies of the parties with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.
- 18.17 Paragraph Headings. The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- 18.18 Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.
- 18.19 Performance. The parties expressly agree that time is of the essence in this Agreement and the failure by Operator to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other rights or remedies, relieve County of any obligation to accept such performance.
- 18.20 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes by entering into this Agreement or performing any work in furtherance hereof, Operator certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not

been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date. This notice is required by Section 287-133(3) (a), Florida Statutes.

- 18.21 Excusable Delay. Any party in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm or labor dispute, and shall toll the time to perform under this Agreement. An excusable delay shall not relieve a party from liability for an obligation that arose before the occurrence of that event, nor shall that event affect the obligation to pay amounts due under this Agreement in a timely manner.
- 18.22 Conflict. In the event of any conflict and for purposes of resolving any disputes which may arise regarding this Agreement, the order of precedence shall be (i) this Agreement; (ii) the RFP; and (iii) the RFP Response.
- 18.23 Consent or Approval. In the event this Agreement is silent as to the standard for any consent, approval, determination or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of the County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Agreement requires the County or Department's consent or approval or permits the County or Department to act, such consent, approval or action, including termination, may be given or performed by the Director of the Department.
- 18.24 No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Operator.
- 18.25 Incorporation by References. All terms, conditions and specifications of the RFP; the RFP Response; and all exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.
- 18.26 Entirety of Agreement. The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- 18.27 Severability. In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of the Agreement and the same shall remain in full force and effect.
- 18.28 No recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

- 18.29 Construction. Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.
- 18.30 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.
- 18.31 Public Records. Operator shall comply with the Public Records Provisions set forth in Exhibit "D."
- 18.32 Survival. Notwithstanding any early termination of this Agreement, Operator shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Operator hereunder arising prior to the date of such termination.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____
Deputy Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

Signed, sealed and delivered in the
presence of two witnesses for
Operator:

Signature

Print Name

Signature

Print Name

PALM BEACH COUNTY, a political
subdivision of the State of Florida,
by its Board of County Commissioners

By: _____
Maria Sachs, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Department of Airports

OPERATOR:

By: _____
Signature

Print Name

Title

(Seal)

EXHIBIT "A"
TO THE AGREEMENT
GENERAL LOCATIONS OF THE PASSENGER LOADING AREA AND
VEHICLE QUEUE AREA, AS OF THE EFFECTIVE DATE

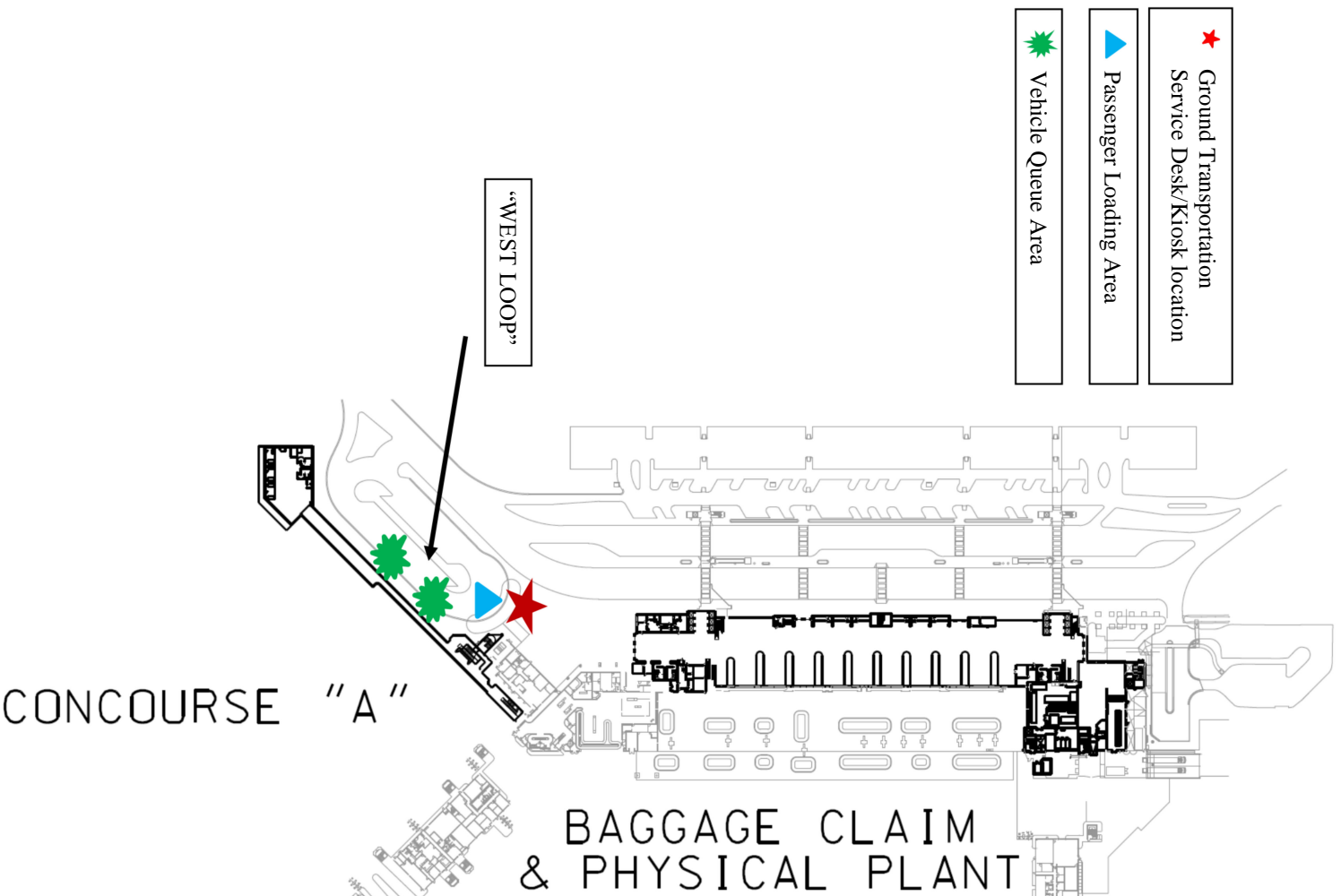


EXHIBIT “B”

OPTIONAL DISPATCHING SERVICES OPERATING AND SERVICES STANDARDS

ARTICLE 1 – HOURS OF OPERATION

- 1.01 Hours of Operation. Except as otherwise provided in Sections 1.02 and 3.02 below, Operator will be required to provide Optional Dispatching Services between the hours of 7:30 a.m. and 1:30 a.m. (“Regular Operating Hours”). Optional Staffing Services shall be required to be provided by Operator seven (7) days per week, including holidays. The minimum daily staffing for Optional Dispatching Services shall consist of two (2) Operator Dispatchers and one (1) Supervisor provided in accordance with the schedule set forth below:

Staffing	Shift Schedules
First Shift Operator Dispatcher	7:30 a.m. to 3:30 p.m. (“First Shift”)
Second Shift Operator Dispatcher	5:30 p.m. to 1:30 a.m. (“Second Shift”)
Supervisor	12:00 p.m. to 8:00 p.m.

Each employee providing Optional Dispatching Services shall have one unpaid break period of thirty (30) minutes or two (2) unpaid break periods of fifteen (15) minutes, which shall be provided when the Supervisor and an Operator Dispatcher are on duty to ensure Optional Dispatching Services continue to be provided during break periods. Operator and the Supervisor shall be responsible for ensuring that the Ground Transportation Desk is continuously attended by an Operator Dispatcher or the Supervisor when Optional Ground Transportation Services are required to be provided hereunder.

- 1.02 Required Daily Coordination. The First Shift Operator Dispatcher shall contact the Airport Communications Center each morning at the start of the First Shift to notify the Airport that Optional Dispatching Services are available. The First Shift Operator Dispatcher shall not depart the Airport and shall continue providing Optional Dispatching Services until the arrival of the Supervisor, who shall relieve the First Shift Operator Dispatcher of duties and shall serve as the Operator Dispatcher until the arrival of the Second Shift Operator Dispatcher. The Second Shift Operator Dispatcher shall not depart the Airport and shall continue providing Optional Dispatching Services until the last to occur of: (a) the normal end of the Second Shift; or (b) one (1) hour after the last arriving flight. The Second Shift Operator Dispatcher shall contact the Airport Communications Center prior to departing the Airport to verify no additional commercial service flights are anticipated to arrive and notify the Airport that Optional Dispatching Services are no longer available.
- 1.04 Subcontracting. Operator shall only be required to provide Optional Dispatching Services for Operator Vehicles. Optional Dispatching Services may be provided by employees of Operator or may be subcontracted to a company with experience providing Taxicab dispatching services at an Airport, provided that Operator shall remain primarily responsible for ensuring Optional Dispatching Services are provided in accordance with the terms and conditions of this Agreement.

ARTICLE 2 – PAYMENTS FOR SERVICES

- 2.01 Base Monthly Fee. In the event County requests Optional Dispatching Services, County agrees to pay Operator the amounts listed below for each month Optional Dispatching Services are provided during Regular Operating Hours (“Monthly Fee”):

Period	Monthly Fee for Optional Dispatching Services
Initial Term	\$XXX per month
1 st Renewal Term	\$XXX per month
2 nd Renewal Term	\$XXX per month
3 rd Renewal Term	\$XXX per month
4 th Renewal Term	\$XXX per month

- 2.02 Fees for Additional Services. In the event Operator is required by County to provide Additional Services, County shall pay Operator the Fully Burdened Hourly Rates set forth below for each hour, or portion thereof, Additional Services are performed based on the category of employee providing the Additional Services:

Fully Burdened Hourly Rate for Additional Services					
Staffing	Initial Term Rate	1 st Renewal Term	2 nd Renewal Term	3 rd Renewal Term	4 th Renewal Term
Operator	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
Dispatchers	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
Supervisor	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX

- 2.03 Invoices and Time of Payments.

- A. Operator shall provide County with a monthly invoice for Optional Dispatching Services performed by Operator during the preceding month, including the Monthly Fee and any amounts payable for Additional Services at the Fully Burdened Hourly Rates for Additional Services by category of employee. Operator shall provide County with evidence in a form and detail acceptable to County indicating the number of hours of Additional Services performed by each employee, including original timesheets/records from the approved timekeeping system. Invoices shall be submitted to the County on or before the fifteenth (15th) day of the month for the preceding month.
- B. The Monthly Fee will be paid within thirty (30) days of County’s receipt of Operator’s complete invoice with all required backup documentation. In the event of a partial month, the Monthly Fee shall be pro-rated based on the actual number of days in the month.
- C. The cost of goods and services specifically requested by County in writing in support of the Ground Transportation Program, including, but not limited to, signage, Ground Transportation Desk(s) and chairs, shall be subject to reimbursement hereunder. County shall reimburse expenses that are subject to

reimbursement hereunder in an amount not to exceed Twenty Thousand Dollars (\$20,000) per Contract Year. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the Department, and shall be included with Operator's monthly invoice to County. Such documentation shall be sufficient to establish that the expense was actually incurred. All reimbursable expenses are subject to prior written approval of the Contract Administrator. Reimbursement requests shall be certified by an authorized officer of Operator that all expenses claimed have been paid by Operator. Invoices for reimbursable expenses shall be submitted within sixty (60) days of the date the expense was incurred and paid. County may reject invoices older than sixty (60) days in its sole and absolute discretion. Invoices will be paid within thirty (30) days of approval by the Contract Administrator.

- D. In order for both parties herein to close their books and records, Operator shall clearly state "Final Invoice" on the Operator's final/last billing to County. Any other charges not properly included on this final invoice shall be waived by Operator.
- E. In order to do business with Palm Beach County, contractors are required to create a Vendor Registration Account or activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service ("VSS") system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Operator intends to use subcontractors, Operator must also ensure that all subcontractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until County has verified that Operator and all of its subcontractors are registered in VSS.

2.04 Minimum Wage Rates.

- A. Operator acknowledges and agrees that all Operator's employees, including subcontract employees, providing Optional Dispatching Services, shall be paid no less than the greater of: (a) the Living Wage, as annually adjusted and defined in Palm Beach County Living Wage Ordinance, as codified in Chapter 2, Article IV, Division 3 of the Palm Beach County Code, as may be amended or superseded ("Living Wage Ordinance"), notwithstanding the fact the Optional Dispatching Services are not defined as "Covered Services" as defined in the Living Wage Ordinance; or (b) Florida's minimum wage rates.
- B. Operator shall maintain payroll records and basic records relating thereto for each employee providing Optional Dispatching Services, including any subcontract employees hired by Operator to provide Optional Dispatching Services under this Agreement, and shall preserve the records through the Term of the Agreement and for a period of no less than five (5) years thereafter. The aforementioned records for employees providing Optional Dispatching Services shall be made available to County upon request and shall contain:

1. Each employee's name and address.
 2. Each employee's job title and classification.
 3. The number of hours worked each day by each employee.
 4. The gross wages and deductions made for each employee.
 5. Annual wages paid to each employee.
- C. In the event of a conflict between this Agreement and applicable State and/or Federal regulations related to wages, the parties acknowledge and agree that the applicable regulations shall prevail; provided, however, the parties acknowledge and agree that the provisions of wages that exceed the minimum regulatory requirements shall not be deemed a conflict of this Agreement unless expressly defined as such by applicable regulations.
- D. The wage requirements of this Agreement are intended to be contractual in nature, and not regulatory, and shall not create a private right of action against County or Operator. Furthermore, neither employees nor subcontractors shall be considered third party beneficiaries of this Agreement. As of the date of issuance of the RFP, the parties acknowledge and agree that the provisions of the Living Wage Ordinance do not apply to the Contract; therefore, Operator's obligation to comply with the wage requirements of the Living Wage Ordinance are based solely on the requirements of this Agreement. Operator's failure to comply with the wage requirements of this Agreement shall be a material default of this Agreement, entitling County to exercise all available remedies, including, but not limited to, termination of this Agreement, but would not be considered a violation of the Living Wage Ordinance as of the date of issuance of the RFP. Notwithstanding the foregoing, Operator acknowledges that Operator is required to comply with all applicable laws as now or hereafter amended, including the Living Wage Ordinance to the extent applicable in the future.

ARTICLE 3 - GENERAL SERVICES AND OPERATING STANDARDS

3.01 Operations and Procedures Manual.

- A. Operator shall furnish Optional Dispatching Services at the Airport to support customer service requirements in accordance with the requirements of this Agreement and a written Operations and Procedures approved by the Contract Administrator ("Operations Manual"). Operator shall provide the Contract Administration an Operations Manual within sixty (60) days of the Commencement of Optional Dispatching Services. The Operations Manual shall detail the procedures and guidelines related to the overall provision of the Optional Dispatching Services, which shall include, but shall not be limited to:

1. Employee Standards of Conduct, including appearance and disciplinary guidelines;
 2. Standard Operating Procedures for the provision of the Optional Dispatching Services, dispatching Operator Vehicles to provide On-Demand Services as required by this Agreement, managing traffic in Passenger Loading and Queue Areas, managing lost and found items, addressing customer complaints and managing Operator Driver disputes;
 3. Employee Training;
 4. Employee Uniforms;
 5. Contingency Plans to timely address Contingency Events;
 6. Incident and Safety Management, including, but not limited to, incidents involving passengers, vehicles and employees; and
 7. Customer Service and Assistance.
- B. The Operations Manual may be modified and revised as necessary to reflect changes in the operating environment. All Operations Manual revisions shall be subject to written approval of County prior to incorporation into the Operations Manual. County, in its sole discretion, may reasonably amend the Operations Manual from time to time. Operator acknowledges that County shall be the sole judge of Operator's compliance with the Operations Manual.
- C. Notwithstanding any provision of this Agreement to the contrary, Operator acknowledges and agrees that all Management Services provided hereunder by Operator shall be subject to the review and approval of County. Operator shall not engage in any activity upon the Airport not specifically authorized by this Agreement.

3.02 General Operating Standards.

- A. Except as otherwise provided for herein or directed by County, Operator shall be responsible for queuing and dispatching a sufficient number of Operator Vehicles to the Passenger Loading and Vehicle Queue Areas to satisfy passenger demand during Regular Operating Hours. Operator acknowledges and agrees if one (1) or more commercial service flight(s) is anticipated to deplane or arrive after Regular Operating Hours, then Optional Dispatching Services shall continue to be provided by Operator for no less than one (1) hour after the last arriving flight has deplaned. Operator shall ensure that a Supervisor or Operator Dispatcher remains at the Passenger Loading Area to assist passengers until the Supervisor or Operator Dispatcher has confirmed through the Airports Communication Center that no additional commercial service flights are anticipated to arrive and no additional passengers are anticipated to require On-Demand Services.

- B. Operator shall ensure Operator Dispatchers perform dispatch functions in accordance with the process and procedures established by County, the Operations Manual and this Agreement.
- C. Operator shall ensure Operator Dispatchers assist passengers as needed and facilitate the safe and efficient flow of pedestrians and vehicles along the Terminal curb/sidewalk, including coordinating the flow of Operator Vehicles between the Holding Lots, Vehicle Queue Areas and Passenger Loading Areas.
- D. Operator shall ensure Operator Dispatchers load no more than one (1) passenger to an Operator Vehicle with the exception of pre-formed groups traveling together, or in the event of a Contingency Event, or as otherwise approved or directed by the Contract Administrator.
- E. Operator Dispatchers shall be staged at the Ground Transportation Desk at all times when Optional Dispatching Services are required to be provided by Operator hereunder. Operator shall check with each airline and the flight information displays to anticipate demand and ensure that an adequate number of Operator Vehicles are available to meet the On-Demand requirements, which shall include monitoring flight delays. The Wait Time for On-Demand Services shall not exceed ten (10) minutes, except as otherwise approved in writing by the Department.
- F. Operator shall provide assistance to Airport passengers as needed, including offering each passenger with information regarding the types of Ground Transportation Services available at the Airport and the applicable fares and rates. Operator shall maintain an up-to-date list of all GTPs authorized to provide Ground Transportation Services at the Airport at the Ground Transportation Desks, along with the GTPs contact information for use by the Operator Dispatchers in assisting passengers.
- G. Operator shall maintain a computer or tablet at the Ground Transportation Desks to monitor arriving flights to anticipate the need for On-Demand Services.
- H. Operator's Supervisors and Operator Dispatchers shall be knowledgeable about the names, services and locations within the Terminal of airlines and other tenants at the Airport as well as general information pertaining to parking garages and other services. Operator's Supervisors and Operator Dispatchers shall provide general informational and directional assistance to Airport passengers as needed.
- I. Operator Dispatchers shall assign passengers to Operator Vehicles on a fair and nondiscriminatory basis. Operator shall require Drivers to accept any and all passengers assigned to them by Operator, regardless of the passenger's destination, and shall require Drivers to promptly and carefully load or unload passenger baggage.
- J. Operator shall post Operator's contact information at Ground Transportation Desk, which shall include a 24-hour telephone number in the event of emergencies, to file a complaint or to report lost item(s).

- K. Operator shall immediately report any immediate security or safety issues identified by Operator or its Supervisors or Operator Dispatchers at the Airport, including, but not limited to, the Ground Transportation Areas to the Airport Communications Center or Contract Administrator, as appropriate.
- L. Operator shall be responsible for monitoring and managing traffic within the Passenger Loading and Vehicle Queue Areas. Traffic control includes, but is not limited to, directing traffic to available spaces when certain areas are full, setting up and taking down cones or barricades, and placement of signs to manage the flow of traffic.
- M. Operator's employees providing Optional Dispatching Services shall ensure Operator Drivers provide On-Demand Services to all passengers with disabilities requesting On-Demand Services and shall comply with the requirements of the ADA. Operator's employees providing Optional Dispatching Services shall ensure Operator Drivers accommodate passengers with service animals. Operator shall ensure that Operator Drivers assist with stowing wheelchairs and other mobility devices at no extra charge to the passenger. Operator shall immediately notify the Contract Administrator of any Operator Drivers failing to comply with the requirements of this paragraph.
- N. Upon the expiration or earlier termination of this Agreement, Operator agrees to peacefully surrender the Ground Transportation Areas; cooperate in the transition to a new Operator; and return all County-owned badges, equipment, keys, operating manuals, and maintenance manuals to County.

3.03 Required Equipment.

- A. Each Supervisor and Operator Dispatcher shall be required to use and maintain an Operator-owned cellular telephone while on duty at the Airport, which shall be provided by Operator at Operator's sole cost and expense. Operator shall provide the Contract Administrator the telephone numbers of such cellular telephones, which will be used by County and its representatives to contact the Supervisor and Operator Dispatcher while on duty.
- B. Operator shall provide and maintain a remote timekeeping system with geofencing capabilities to document the arrival and departure times and break periods of its employees providing Optional Dispatching Services to the Airport. The timekeeping system selected by Operator shall be subject to the written approval of the Contract Administrator and shall be provided at Operator's sole cost and expense. Employees providing Optional Dispatching Services shall not clock-in more than five (5) minutes prior to the beginning of their scheduled shift and shall not clock-out more than five (5) minutes after their scheduled shift, unless required to provide Additional Services pursuant to this Agreement. The time allowances are for the purpose of changing shifts and shall in no way obligate the payment of overtime. Operator shall be required to provide timesheets/reports produced by the timekeeping system to the Contract Administrator with each monthly invoice for

the period covered by the invoice. In the event Operator fails to provide Optional Dispatching Services during Regular Operating Hours as required, County may reduce its payment of the Monthly Fee by an equivalent number of hours, or portions thereof, at the Fully Burdened Hourly Rate by category of employee.

- 3.04 Termination. County may terminate Optional Dispatching Services in accordance with Article 11 of this Agreement with or without cause.

ARTICLE 4 - PERSONNEL DUTIES AND REQUIREMENTS

- 4.01 Supervisors. Operator shall provide trained, qualified Supervisors who shall be responsible for performing the following duties:

- A. Overseeing the provision of the Optional Dispatching Services and Additional Services, if applicable, by the Operator Dispatchers, including, but not limited to, ensuring Operator Dispatchers arrive at the Ground Transportation Desks at the beginning of each shift prepared to provide Optional Dispatching Services, are wearing the Operator's company-issued uniform, and properly displaying their identification badges on their outermost garments.
- B. Providing relief during break periods for the Operator Dispatchers by assuming the primary job duties of the Operator Dispatchers during their shifts.
- C. Serving as the primary Operator Dispatcher between the hours of 3:30 p.m. to 5:30 p.m. between the First and Shifts to ensure the provision of Optional Dispatching Services during the period between the two (2) shifts.
- D. Randomly inspecting Operator Vehicles at Passenger Loading Areas to ensure the Operator Vehicles satisfy the requirements of the Ground Transportation Program, including, but not limited to, ensuring rates and charges are conspicuously displayed on the exterior of all Taxicabs and are in accordance with then current Rate Schedule, Operator Drivers are properly attired, and Operator Vehicles are in a neat and clean condition.
- E. Politely and professionally addressing passenger complaints and questions, including proper documentation of complaints regarding Operator and Operator Drivers.
- F. Immediately notifying the Contract Administrator and Airport Communications Center of any issues with GTMS functionality and implementing Contingency Plans to ensure proper Trip reporting.
- G. Managing Operator Driver behaviors, including ensuring Operator Drivers remain with their assigned Operator Vehicle, assisting passengers with the loading of baggage, managing Operator Driver disputes with other Operator Drivers and/or passengers.

- H. Ensuring the Passenger Loading and Vehicle Queue Areas remain in a neat and clean condition, including, but not limited to, Ground Transportation Desks and surrounding areas.
- I. Immediately notifying the Airport Communication Center of any safety or security issues, including issues related to management of public curbside traffic.
- J. Implementing Contingency Plans as required in the event of a Contingency Event.
- K. Ensuring Operator Dispatchers are continuously engaged in work assignments during their regular shift hours, do loiter outside their assigned work areas and are not engaging in non-work activities during working hours.
- L. Ensuring a sufficient number of Operator Vehicles are available to satisfy passenger demand.

4.02 Operator Dispatchers. Operator shall provide trained, qualified Operator Dispatchers who shall be responsible for performing the following duties:

- A. Managing Passenger Loading Areas and Vehicle Queue Areas established for On-Demand Services;
- B. Coordinating the dispatch of sufficient number of Operator Vehicles to the Airport to satisfy passenger demand;
- C. Randomly inspecting Operator Vehicles at Passenger Loading Areas to ensure the Operator Vehicles satisfy the requirements of the Ground Transportation Program, including, but not limited to, ensuring rates and charges are conspicuously displayed on the exterior of all Operator Vehicles and are in accordance with then current Rate Schedule, Operator Drivers are properly attired, and their assigned Operator Vehicles are in a neat and clean condition;
- D. Politely and professionally addressing passenger complaints and questions, including proper documentation of complaints regarding Operator and Operator Drivers;
- E. Immediately notifying Operator, Supervisor and Contract Administrator of any issues with GTMS functionality;
- F. Managing Operator Driver behavior, including ensuring Operator Drivers remain with their assigned Operator Vehicle, assisting passengers with the loading of baggage, managing Operator Driver disputes with other Operator Drivers and/or passengers;
- G. Notifying the Contract Administrator of any Operator Drivers violating the Ground Transportation Program;

- H. Ensuring the Passenger Loading and Vehicle Queue Areas remain in a neat and clean condition, including, but not limited to, Ground Transportation Desks and ground areas;
- I. Immediately notifying the Airport Communication Center of any safety or security issues, including issues related to management of public curbside traffic; and
- J. Implementing Contingency Plans.

4.03 Operator Driver Conduct.

- A. Supervisors and Operator Dispatchers shall be responsible for monitoring and managing Operator Driver behavior in Passenger Loading and Vehicle Queue Areas. Supervisors and Operator Dispatchers shall ensure Operator Drivers:
 - 1. Do not loiter outside their vehicles or in the Terminal while awaiting a Trip;
 - 2. Do not engage in loud, disruptive or boisterous activities in Passenger Loading and Vehicle Queue Areas.
 - 3. Engage with Airport passengers in a polite and professional manner at all times.
 - 4. Assist with the loading of passengers and their luggage.
 - 5. Maintain their assigned Operator Vehicles in a neat, clean and sanitary condition.
 - 6. Are properly attired in accordance with the requirements of this Agreement and the Ground Transportation Program.
 - 7. Do not refuse to accept any passenger, regardless of the passenger's intended destination.
 - 8. Do not refuse to accommodate service animals.
 - 9. Do not leave trash or refuse in Passenger Loading and Vehicle Queue Areas.
 - 10. Politely and professionally comply with Supervisor and/or Operator Dispatcher directions in the provision of On-Demand Services.
 - 11. Do not leave their assigned Operator Vehicles unattended in Passenger Loading or Vehicle Queue Areas.
 - 12. Comply with all Ground Transportation Program requirements in the provision of On-Demand Services.

- B. Supervisors and Operator Dispatchers shall require any Operator Driver to leave the Passenger Loading and Vehicle Queue Areas for failure to comply with the requirements of this Agreement or the Ground Transportation Program, including refusing to provide On-Demand Services to any passenger assigned to a vehicle for any reason whatsoever. Supervisors and Operator Dispatchers shall document the circumstances of any Operator Driver's failure to comply with this Agreement or Ground Transportation Program requirements and notify the Contract Administrator of such failure who may suspend or permanently remove the Driver based on the nature or severity of such failure.
- 4.04 Employment History. Operator shall verify the employment history of all persons hired or contracted by Operator to provide Optional Dispatching Services under this Agreement. Proof of such verification shall be provided to County upon request. County shall have the right to require the removal, suspension and/or replacement of any employee or contractor. All employees shall be required to successfully complete a one hundred eighty (180) day probationary period prior to be offered permanent employment status with Operator.
- 4.05 Criminal History Background Checks. Operator acknowledges and agrees that Operator and its employees, contractors and agents may be subject to Federal and State criminal history records checks. Operator shall comply with, and shall require its employees, agents and contractors to comply with, all criminal history records check requirements of County, and of all Federal, State and local laws or regulations applicable to Operator or its employees, agents or contractors, as may now exist or as may hereinafter enacted or amended, including, but not limited to, the Palm Beach County Criminal History Record Check Ordinance (Chapter 2, Article IX, Palm Beach County Code), and any access restrictions imposed thereunder. All costs associated with criminal history record checks incurred by Operator.
- 4.06 Conduct/Appearance. Operator shall be responsible for the neat appearance, courtesy and efficient conduct of all Operator's employees at the Airport. Employees must be uniformed and must wear nametags at all times when on duty. The Department shall approve all uniforms and nametags. Under no circumstances shall any employee or representative of Operator be loud or boisterous or use profane or abusive language at the Airport. Operator shall promptly remove any employee who is discourteous or displays performance or behavior inconsistent with County's high level of customer service, or who fails to support a professional image of the Airport. The Department may require any employee to be removed from service at the Airport who is found in the sole and absolute discretion of the Department to be unsatisfactory.
- 4.07 Ability to Communicate in English. Each of Operator's employees providing Optional Dispatching Services shall be capable of communicating orally and in writing in clearly understandable English at a level consistent with the effective and efficient performance of such employee's job duties.
- 4.08 Identification Badges. All employees of Operator providing Optional Dispatching Services shall be required to obtain an Airport-issued identification badge, which shall be worn in such a manner as to be visible at all times and shall be considered part of the employee's

uniform. Identification badges shall remain the property of the Department and shall be returned to the Department upon termination of the employee's employment by Operator or the termination of this Agreement. Operator shall be responsible for all costs associated with identification badges that are lost or not returned.

- 4.09 Employee Parking. Employee parking shall be limited to the area(s) designated by the Department for employee parking and shall be utilized by the employees of Operator, at no cost to Operator, in common with other authorized Airport personnel. Employees of Operator providing Optional Dispatching Services shall only park in employee parking when the employee is on-duty.
- 4.10 Theft/Dishonesty. Operator shall report to the Department any possible theft by employees or any allegations of employee dishonesty within twenty-four (24) hours after Operator becomes aware of the theft or allegations of employee dishonesty. Specifically, Operator shall inform the Department and local law enforcement agency, in writing, within twenty-four (24) hours of any report, discovery or investigation of any theft or fraud, or damage to County or private property. Operator shall submit to the Department a report describing the theft, fraud or damage as best as can be determined, the action Operator has taken or intends to take, and in the case of theft, fraud or deliberate damage by an employee of Operator, the name and job title of the employee who committed the theft, fraud or damage, in addition to the information required above.
- 4.11 Gratuities. Operator's employees providing Optional Dispatching Services shall be prohibited from accepting tips or keeping money from a customer's transactions even when the employee is told to "keep the change."
- 4.12 Drug-Free Workplace. Operator agrees to establish and maintain throughout the Term of this Agreement a drug-free workplace program in accordance with Section 287.087, Florida Statutes, as now or hereafter amended.
- 4.13 Signs. No signs, posters or similar devices shall be erected, displayed or maintained by Operator in view of the general public in, on or about the Airport, without the prior written approval of Department, which approval may be granted or withheld by Department in its sole discretion. Operator, at its sole cost and expense, shall immediately remove any signs that are not approved by Department. All signs approved for Operator's operations at the Airport shall be at the cost of the Operator.

**EXHIBIT “C”
TO THE AGREEMENT
FEDERAL NONDISCRIMINATION REQUIREMENTS**

General Civil Rights Provisions

In all its activities within the scope of its airport program, the Operator agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds Operator and its subcontractors from the bid/proposal solicitation period through the completion of this Agreement. If Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator. This provision obligates Operator for the period during which the premises is owned, used or possessed by the Operator and the Airport remains obligated to the Federal Aviation Administration.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, Operator for itself, its assignees, and successors in interest (hereinafter referred to as “Operator”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements

During the performance of this Agreement, Operator agrees for itself, its assignees and successors in interest (hereinafter referred to as the “Operator”), agrees as follows:

1. **Compliance with Regulations:** The Operator (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Operator, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the Operator’s obligations under this Agreement, and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Operator’s noncompliance with the non-discrimination provisions of this Agreement, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Operator under this Agreement, until the Operator complies; and/or
 - b. Cancelling, terminating or suspending this Agreement, completely or in part.
6. **Incorporation of Provisions:** The Operator will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the Operator may request County to enter into any litigation to protect the interests of the County. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program

- A. The Operator for itself and its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 1. In the event facilities are constructed, maintained or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility or program is

extended or for another purpose involving the provision of similar services or benefits, the Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

- A. The Operator for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree “as a covenant running with the land” that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator will use the premises/airport in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the airport premises and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

Occupational Safety and Health Act of 1970

All contracts, subcontracts and subleases that result from this Agreement must incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Operator must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to its employee. The Operator retains full responsibility to monitor its compliance and its subcontractors’ compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The Operator must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Incorporation by Reference

The Operator acknowledges and agrees that every contract, subcontract and/or sublease entered into pursuant to or in support or furtherance of this Agreement shall be subject to the requirements of this Exhibit, which shall automatically be considered incorporated by reference into every such contract, subcontract and/or sublease by reference to this Agreement or this Exhibit. All contractors, subcontractors and/or sublessees shall be required to comply with this the requirements of this Exhibit as if these requirements are set forth therein in their entirety in any such contract, subcontract and/or sublease.

**EXHIBIT “D”
TO THE AGREEMENT
“PUBLIC RECORDS PROVISIONS”**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Operator: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Operator shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Operator is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County’s Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Operator further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Operator does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Operator shall transfer, at no cost to the County, all public records in possession of the Operator unless notified by County’s representative/liaison, on behalf of the County’s Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Operator transfers all public records to the County upon completion of the Agreement, the Operator shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Operator keeps and maintains public records upon completion of the Agreement, the Operator shall meet all applicable requirements for retaining public records. All records stored electronically by the Operator must be provided to County, upon request of the County’s Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Operator to comply with the requirements of this Exhibit shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Operator acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

**EXHIBIT “E”
RATE SCHEDULE**

**EXHIBIT “F”
NON-LOAD TRIP REQUEST FORM**

Dispatcher Name:

PRINT FIRST NAME AND LAST NAME

Date:

MONTH/DAY/YEAR

Time:

CIRCLE ONE: A.M. or P.M.

Driver Name:

PRINT FIRST NAME AND LAST NAME

**Palm Beach County
Vehicle for Hire Driver’s
Permit No (example below):**

Company Vehicle No.:

Vehicle Tag No.:

I hereby certify to Palm Beach County that the above-referenced information is true and correct and that the Vehicle listed above departed PBI without a passenger and acknowledge that providing a false certification may result in the termination of my employment at PBI:

Dispatcher Signature

Driver Signature



ATTACHMENT "2"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

SELECTION CRITERIA AND SCORING INSTRUCTIONS

**ATTACHMENT “2”
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4**

SELECTION CRITERIA AND SCORING INSTRUCTIONS

Selection Criteria	Maximum Points
A. Financial Proposal – Total Price Proposal for Optional Dispatching Services	15
B. Experience, Qualifications and Financial Information (Section 3.2 of RFP)	35
C. Project Approach (Section 3.3 of RFP)	50
Total Available Points	100

Selection Committee Members shall evaluate and score each proposal by reviewing the proposal against the Selection Criteria set forth in this Attachment “2” in accordance with Section 2.13 of the RFP, taking into consideration the Scoring Instructions set forth in this Attachment “2”.

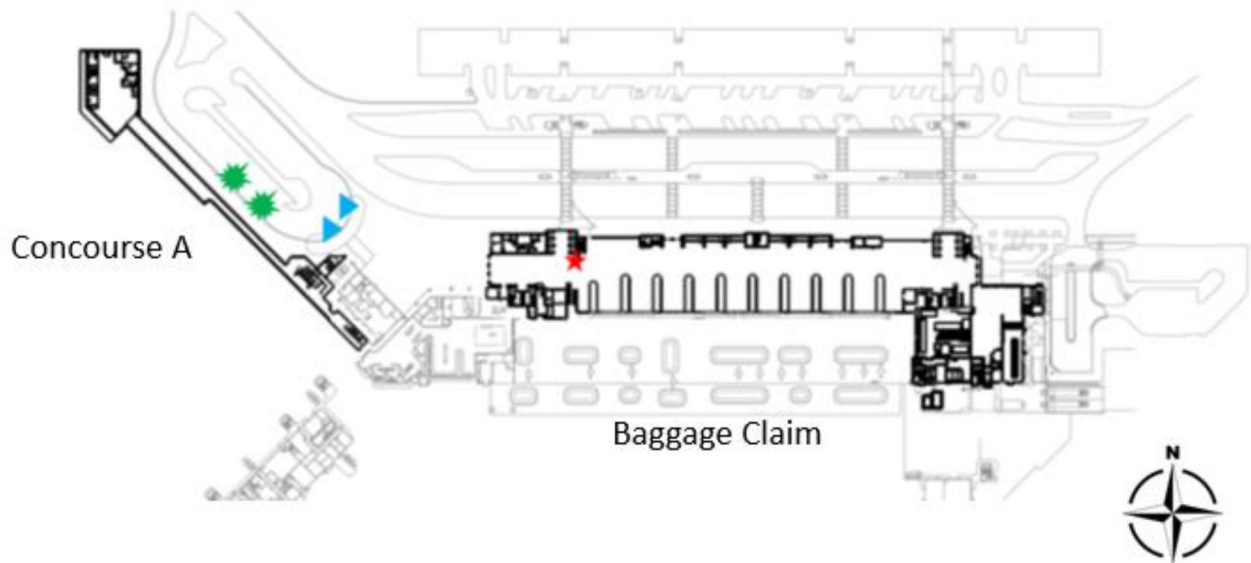
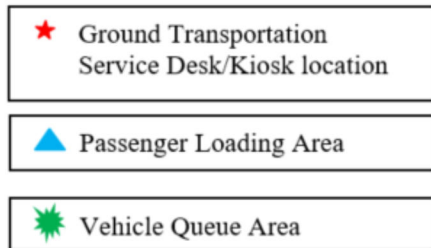
- A. Financial Proposal - Total Price Proposal for Optional Dispatching Services.
1. The Total Price Proposal for Optional Dispatching Services (“Total Price Proposal”) will be used to score the Financial Proposal.
 2. The proposal with the lowest Total Price Proposal to be paid by the County will be awarded the full 15 points. In the event more than one proposal contains the amount designated as the lowest Total Price Proposal, all such proposals will be awarded 15 points.
 3. All remaining proposals shall be scored on a basis relative to the proposal with the lowest Total Price Proposal (i.e., the lowest Total Price Proposal divided by each Proposer’s Total Price Proposal, and then multiplied by 15 points to calculate the score). Any calculated score with a fractional result will be rounded the nearest whole point.
- B. Experience, Qualifications and Financial Information. Proposals may receive up to 35 points based on the Proposer’s Experience, Qualifications and Financial Information. Selection Committee Members should review the information submitted in accordance with Section 3.2 of the RFP in determining the number of points to be allocated to each proposal for Experience, Qualifications and Financial Information.
- C. Project Approach. Proposals may receive up to 50 points based on the Proposer’s Project Approach. Selection Committee members should review the information submitted in accordance with in Section 3.3 of the RFP. The Fully Burdened Hourly Rates for Additional Services should be evaluated as a component of the Proposed Project Approach (not as a part of the Financial Proposal).

**ATTACHMENT “3”
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4**

MAP OF GROUND TRANSPORTATION AREAS

ATTACHMENT "3"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

MAP GROUND TRANSPORTATION AREAS



ATTACHMENT "4"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

GROUND TRANSPORTATION STATISTICAL DATA

ATTACHMENT “4”
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

GROUND TRANSPORTATION STATISTICAL DATA

2021	On-Demand Taxi	On-Demand Sedan	Total On-Demand	TNC	Total Trips
January	2,092	200	2,292	14,135	16,427
February	2,633	184	2,817	15,887	18,704
March	4,659	403	5,062	22,584	27,646
April	4,621	406	5,027	22,468	27,495
May	3,765	296	4,061	23,241	27,302
June	3,610	238	3,848	23,400	27,248
July	3,229	125	3,354	23,875	27,229
August	2,644	112	2,756	21,220	23,976
September	2,824	116	2,940	21,300	24,240
October	4,228	174	4,402	28,235	32,637
November	5,385	303	5,688	34,144	39,832
December	5,877	335	6,212	36,797	43,009
2021 TOTAL	45,567	2,892	48,459	287,286	335,745

2022	On-Demand Taxi	On-Demand Sedan	Total On-Demand	TNC	Total Trips
January	4,620	242	4,862	30,460	35,322
February	5,962	264	6,226	34,486	40,712
March	7,557	320	7,877	44,621	52,498
April	6,128	287	6,415	68,796	75,211
May	5,233	295	5,528	38,236	43,764
June	3,718	216	3,934	30,057	33,991
July	3,253	167	3,420	28,431	31,851
August	3,322	161	3,483	28,749	32,232
September	3,208	148	3,356	27,622	30,978
October	5,223	363	5,586	36,897	42,483
November	5,629	404	6,033	40,077	46,110
December	5,821	369	6,190	44,142	50,332
2022 TOTAL	59,674	3,236	62,910	452,574	515,484

2023	On-Demand Taxi	On-Demand Sedan	Total On-Demand	TNC	Total Trips
January	6,624	387	7,011	45,062	52,073
February	6,761	347	7,108	43,986	51,094
March	7,607	385	7,992	54,288	62,280
April	6,325	281	6,606	51,325	57,931
May	4,955	206	5,161	44,485	49,646
June	4,350	343	4,693	39,227	43,920
July	4,000	309	4,309	37,166	41,475
August				36,675	36,675
September					
October					
November					
December					
2023 TOTAL	40,622	2,258	42,880	352,214	395,094

ATTACHMENT "5"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

ATTACHMENT "5"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

DISCLOSURE OF OWNERSHIP INTERESTS

**TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
☐ an individual **or**
☐ the _____ of _____.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: _____

_____.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires: _____

ATTACHMENT "6"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

GROUND TRANSPORTATION MANAGEMENT SYSTEM
TERMS AND CONDITIONS

ReserTrac

CONFIDENTIAL

GROUND TRANSPORTATION MANAGEMENT SYSTEM SOLUTION

FEBRUARY 21, 2021



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1 EXECUTIVE SUMMARY

Thank you for the opportunity to present this information concerning the Ground Transportation Management System solution. ReserTrac presents this technical brochure with the intention of being innovative, informative and substantially different from other Ground Transportation Management Systems.

Our GTMS solution is a cloud-based AI driven system. It is built around mobile apps to accurately track and dispatch vehicles for “just-in-time” airport curbside service, to replace physical long queues and large holding lots with virtual queues and zones, to enforce the intricate business rules of landside operations. The GTMS places the Airport Ground Transportation team in real-time control yet gives the Commercial Vehicle Operators (CVOs) and Drivers more flexibility in their business decisions. In general, the GTMS is quite similar to the software ecosystem used by Uber and Lyft to manage their operations. However, our GTMS solution was designed and built-in collaboration with a major North American airport and designed for Airports specifically. It is focused on airport operations and includes all the necessary considerations for CVO/Driver/Vehicle on-boarding, licensing, tracking and billing, and covers Taxis, Limos, Pre-Arranged fleets, TNCs, Shuttles and other non-standard airport ground transportation providers. The GTMS may be further customized to specific client needs and it will also accumulate, over time, all future features and improvements, as may be requested by our airport customers.

Other GTMS solutions are typically presented along the following narrative lines:

- A well-established GTMS software ecosystem which is based on the 90's technology - inductive loops, toll gantries, antennas, readers, CCTV cameras, cabinets and RFID tags, all requiring significant capital investment and disruptive construction on Airport premises.
- Presenting to Airport Landside operations a “custom software solution” but which is actually a commercial product such as ServiceNow or Salesforce, with no actual connection to how Airport Ground Transportation System operates.

There is little innovation in these existing solutions. Rather the approach is “business as usual”: rolling out the same old solutions over and over to an environment being rapidly impacted. Initially, the Airport Ground Transportation environment was affected by the TNC operations and the resultant financial pressure on the traditional Taxi/Limo/Shuttle service providers. Then, a global pandemic event occurred with Airport revenues down as much as 85% across North America and the resultant (or upcoming) budget cuts to the projects. The old solutions will not work under this new normal, primarily due to significant capital and operating costs. An innovative GTMS solution needs to transform and incorporate the “on-demand”, the “share economy” and the self-driving transportation offerings as they are integrated into the operations.

ReserTrac is fully enabled to lead this GTMS transformation by applying our experience, since 2008, in building mobile software for Taxi/Limo operators, and by integrating our collaborative GTMS development engagement with a major North American Airport. During 2016-2018, we set out to disrupt the GTMS market space through a targeted R&D effort working closely with Toronto Pearson International Airport (YYZ), which is in the Top 10 by passenger volume (>50M) in North America (pre-COVID). The YYZ Ground Transportation Systems team validated over 550 technical GTMS requirements in this project, and provided over 750 documented change requests and technical comments as part of the GTMS testing at the airport.

This effort resulted in a successful innovation to commercial vehicle tracking / dispatch technology while meeting all the traditional requirements associated with commercial vehicles licensing, managing, billing and reporting. The GTMS was built, integrated, fully tested and commissioned for trial operations in parallel with YYZ existing AVI system starting March 2020. Successful full-scale commercial launch took place October 1, 2020. The GTMS and ReserTrac's support for the solution is now contracted for the next 6 years. We are prepared to demonstrate its full operations to other clients, showcasing all the features. Our potential clients may also contact our existing clients at YYZ directly and speak to them about the cost savings and operational benefits of this new GTMS. We are confident that our clients at YYZ will be excellent advocates for us – we provide their contact information further below.

Prior to the project described above, ReserTrac was contracted by the Greater Toronto Airports Authority (GTAA) in 2015 to implement a new Commercial Vehicles Operator (CVO) web-based on-boarding and billing solution. After the go-live of this system, and coincidentally, the Toronto Pearson International Airport ASQ score has improved from 4.16 (2015) to 4.31(2017).

We now propose to deliver, deploy and integrate our full GTMS at other North American airports **at no upfront cost**. We anticipate that our existing out-of-the-box GTMS will work for over 90% of the landside GTMS solution requirements. We are prepared to deliver the rest of the requirements, again at no cost, during the first 6-12 months of the project. Our project expenses, operating expenses and reasonable profit will be covered by a small per-trip fee charged directly to the Commercial Vehicle Operator accounts. To simplify accounting even further, we can collect all of the CVO licensing/permitting/trip fees on behalf of the airport, transferring the allocated amount back to Airport directly. Any new GTMS features, such as those requested by our other Airport customers, and which we integrate into the main code base of the GTMS will be offered to each customer, again, at no cost. This builds a continuously improving software ecosystem benefitting all of our customers.

The per-trip fee amount referenced above is dependant on the duration of the engagement, current and future transportation volumes, as well as the technical nature of the additional developments or changes to the existing GTMS baseline. This per-trip amount may change for the duration of the project and our Airport clients must consistently enforce existing and future GTMS business processes and rules at their landside facilities. Alternatively, we can offer a flexible pricing model under a traditional Design, Build, Operate, Maintain (DBOM) GTMS project, as follows:

- Traditional Capital and Annual O&M which will be 50% lower than a traditional GTMS deployment;
- Monthly SaaS-like subscription fee; or,
- Combination of the above with per-trip.

In summary, our solution is different and is addressing the current Airport Ground Transportation challenges. There are no direct costs to potential clients associated with this innovative GTMS solution (and this statement will remain valid until April 1, 2021 or the start of the recipient's to this document of a public procurement effort for GTMS, whichever comes first). Additionally, Airport Landside operations can immediately save on the internal GTMS procurement effort and continue saving on the remaining O&M costs of the existing GTMS solution (if there is one) as we can deploy/test/launch our GTMS in parallel with the existing system. Since our GTMS uses a Bring Your Own Device (BYOD) approach for drivers, AVI tag distribution will not be required, realizing additional savings. Landside operations will also save on the monthly TNC reporting / dashboard fees – the same functionality will be provided as part of our GTMS.

We understand that any future GTMS will need to be able to respond to identified challenges while retaining flexibility to include new transportation areas, new modes of transportation and new functionality and at the same time remaining a cost-effective solution. For example, GTMS terminal curbside zones need to be able to accommodate physical relocation or reconfiguration. The system hosting environment needs to remain scalable for future addition of new GTMS covered areas. The GTMS itself must be accessible from anywhere and present self-service capabilities.

ReserTrac will support future adjustments and presents a unique technology solution responding to these needs:

- Our software is fully cloud-based – accessible in the field or the office via mobile, tablet and desktop.
- Our software hosting capacity automatically scales up in response to growth and peak load.
- There are no tracking limitations typically associated with systems based on transponders, ALPR or other fixed structure components.
- Driver dispatch / tracking / messaging is based on a Smartphone application for Android and iOS with in-app alerts but also includes SMS/Robocall/Email as well.

- Manual admin processes such as citations, in-person visits, telephone calls, and cash/check transactions are minimized using our self-service software. Web-based payment clearance with full PCI compliance is provided.
- Our software ensures strict compliance for all participating actors in real-time: from taxi/limousine vehicles, to Hotel/Rental Car/Crew Shuttle Busses to TNCs.
- Live dashboard focused UI provides a real-time window into GTMS operations.
- We maintain the highest standards with respect to cyber security, user privacy and PCI-compliance.

We hope that you will find this information informative and insightful. Please do not hesitate to contact us for any additional information or to set up a demo, using the contact info provided below.

2 ABOUT RESERTRAC

Name of the Company: ReserTrac Inc <https://www.resertrac.com/>

Canada Representative's name: Michael Sinclair, CEO,

Canada Representative's email and phone: msinclair@resertrac.com and +1 (647) 802-4003

Bio: MBA, AAE, GDM – over 25 years of Airport and Ground Transportation experience.

USA Representative's name: Karim Fathi, COO

USA Representative's email and phone: kfathi@resertrac.com and +1 (519) 729-8629

ReserTrac Inc. was established in 2008 and operates from Toronto, Canada and North Miami, FL. We have been providing transportation management software solutions to local taxi/limousine operators as well as to the Toronto Pearson Airport since. Commercial Vehicles (CV) airport business is in our DNA – our president was the General Manager of Groundside at the GTAA for over 5 years and we have been deploying software with taxi / limo companies for over 12 years. We are focused on transportation systems and software products to support and enhance the business of taxi/limousine and commercial transportation operators. ReserTrac started by partnering with Canada's largest limousine companies – McDonnell-Ronald Limousine Service Limited (Airline Limousine), Aeroport, Aircab and McIntosh Limousine Services (Zahavy Limousine) and has developed a robust Reservations, Dispatch, and In-Vehicle Telematics system allowing the fleet ops to be automated and eliminate communication mistakes leading to higher customer satisfaction.

In 2015, ReserTrac was awarded a contract by the Greater Toronto Airports Authority to deliver and integrate a new Commercial Vehicle On-Boarding and Processing system. This system, titled PARD, integrates mobile application with a standards-based SaaS software to register all types of commercial vehicles servicing the airport, to process payments (credit card, debit, cash, and vouchers), issue dispatch calls (call/SMS/email), generate electronic permits and manage Commercial Vehicle Operator registrations/compliance. This system has been online with the GTAA since February 2017 and processed nearly 30,000 financial transactions per month.

In 2016, ReserTrac attended the AGTA conference in California where we demonstrated some of our mobile tracking / dispatch solutions. Subsequently in 2017, ReserTrac was awarded a new contract by the Ontario Shared Services and the Ministry of Transportation Ontario to support the development of the new Telematics platform for the Government of Ontario shared fleet services.

Early in 2018, ReserTrac was awarded a 5-year (now 6 year) contract by the Greater Toronto Airports Authority to design, build, operate and maintain a new GTMS solution which is replacing the existing DSRC-based AVI built on toll technology and integrates PARD. The new GTMS will utilize our innovative vehicle tracking technology at the airport terminals, together with the In-Vehicle Telematics mobile app for city-wide tracking and driver notification, allowing for "Just-In-Time" dispatch. This system is now live, initiated over 80,000 vehicle dispatches, received over 925,000 TNC reports, processed over 253,154,747 vehicle location reports and will eventually be servicing over 5M GTMS transactions annually, following COVID recovery.

3 OUR GTMS - SUMMARY

ReserTrac's ground transportation management software was designed and developed as a modular transportation services solution. It is built to provide real-time intelligence based operational support for all facets of passenger fleet from the perspective of a driver, the fleet administrator (Commercial Vehicle Operator or Owner) and the passenger. This includes, but is not limited to, reservations, dispatch, terminal real-time tracking, in-vehicle driver guidance & messaging, and vehicle/driver/company permitting applications. The fully customizable solution allows organizations to pick and choose whichever features they desire for their specific needs.

Subsequently, ReserTrac has developed a complete suite of modular software to realize the functions of an Airport Ground Transportation Management System. The complete technology suite allows for full automation of the fleet management, whether such fleet is associated with Airport or operates independently. Full reporting of all activities is generated in near-real time and allows for key performance indicators to be displayed using live dashboards. Our existing software has the following features, available as customizable modules:

- Self-service Web-based Driver, Vehicle and Commercial Operator On-Boarding and Permitting.
- Web-based GTMS User Interface for Administration and Configuration with Role-based access.
- Vehicle Inspections and Compliance Administration.
- In-Vehicle mobile app-based telematics for traditional Taxi/Limo vehicles.
- OBD-II microcomputer telematics for Shuttles and Busses.
- Virtual vehicle queueing with flexible dispatch rules (default: FIFO) and manual spot reservations.
- Vehicle QR coding for Curbside Security or Customer lookup.
- Wi-Fi-based, Bluetooth Low Energy-based (BLE) and ALPR-based vehicle tracking when GPS signal is not available (curbside).
- Central SaaS or On-Premises Private Cloud (if required) deployment architecture.
- Flexible Business Process administration:
 - Just-in-Time dispatch
 - Staging Zones and Curbside queues
 - Supply and Demand rules
 - Vehicle Type and Rates rules
 - Violation rules
 - Curbside Loading / Dispatch rules
 - Special Vehicle (Van, Animal, Disabled, Child Seat) rules
 - Short trips and zone price mapping rules
 - Flexible CVO billing rules:
 - per contract,

- per trip,
 - dwell time based, or
 - any combination of the above.
- Geofences and peak-period operations for fleets.
 - Driver, Passenger and System Administrator smartphone/tablet applications for real-time status and operation of the complete system.
 - Stored Value CVO/Driver accounts with PCI-compliant Payment processing integration for credit card, debit card, cash and voucher transactions. Payment methods are not stored in the GTMS.
 - ALPR integration for additional curbside enforcement.
 - Integration with PropWorks, ID Badge printing, CVO/Driver permit printing.
 - Full financial reconciliation and reporting on shift payments.
 - TNC reporting and Real-time TNC Dashboard via TNC approved interface control spec.
 - TNC compliance and billing using Digital Single/Multi use Permit solution.
 - Curb Attendant / Security staff real-time tracking and messaging.
 - Driver/CVO and GTMS Admin secure real time messaging.
 - Real time performance dashboards.
 - Robust reporting features on all aspects of the GTMS.
 - Integration with the Airport's Customer Portal and/or Mobile App.
 - Access to all GTMS database data for Airport and APIs for 3rd party integrations (i.e., taxi dispatch software).

Specifically responding to several Airport Landside needs identified by some of our clients:

- We will support full legacy migration of the existing AVI data into the new GTMS solution with some data transformation and cleaning that will be required as a joint effort between Landside office and ReserTrac.
- We will not require use of existing DSRC hardware (AVI readers/tags).
- Our GTMS UI may be deployed to a field kiosk to accommodate CVO/Drivers without immediate computer or smartphone access. Presently we do not have a cash accepting kiosk integration, as our GTMS has fully replaced such need at YYZ, but we are able to provide it if contracted as our team has supported kiosks at YYZ since 2008.

4 OUR GTMS – TECHNICAL DETAILS (CONFIDENTIAL: TRADE SECRET)

Most of the existing GTMS solutions rely on expensive and fixed Dedicated Short-Range Communication (DSRC) equipment to track vehicles at predetermined points (gates). DSRC equipment such as antennas / readers are installed in such locations along with variable message signs, cabinets, conduits and electrical/comms. This fixed equipment communicates with a transponder inside the vehicle that is to be detected – similar to Electronic Toll tech. Inductive loop detectors and Cameras are also deployed to aid in the detection. Delayed vehicle position and movement (through fixed gates) information is then provided to system software for dispatch, reactive vehicle routing and commercial billing. This 1990's era equipment is not easily moved and it takes months to deploy new coverage. Commercial Vehicles (CVs) – taxis, limousines, parking/hotel shuttles, crew busses, and delivery trucks are mandated to join the system using mostly manual / in-person sign up process. They are issued a transponder for GTMS operations – which must be replaced periodically. This worked historically but with significant limitations:

- Multi-million \$ upfront and lifecycle costs.
- Extensive field equipment installations for this single purpose with no tracking outside of “gates”.
- Commercial vehicle holding lot requirement for queueing and dispatch.
- Fixed curbside pickup area locations.
- Airport overhead associated with on-boarding CVs, distribution and management of transponders.
- Drivers finding ways to circumvent detection.
- CVs sitting idle waiting for their passenger pickup, often with engines on, generating emissions.
- Passenger queues and wait times during peak-periods and/or weather events.
- TNC payment integration through self-reporting, often with up to 50% discrepancy.

ReserTrac set out to address these limitations in 2016. We designed and developed a new vehicle tracking / detection method. The participating vehicles are generally tracked and dispatched for passenger pickup using a dedicated mobile app with GPS tracking. This eliminates the need for a large holding lot and enables Just-In-Time dispatch while minimizing curb loading. Commercial Vehicles (CVs) are placed in “virtual” queues based on a variety of factors such as current and predicted passenger demand, vehicle type availability (service animal, disability, van, SUV, etc.), vehicle position and travel time to pick up areas, and driver's individual preferences.

There is no need for a large holding lot with our GTMS – only a small staging zone is recommended, and even such may be pre-configured as several small distributed zones. The traditional AVI compound valuable real-estate may be repurposed for a new revenue generating airport use such as a new parking structure or shopping area. Image below identifies the actual reduction of the YYZ Taxi/Limo compound showing before (Orange - Old Compound for AVI operations) and after (Green - new staging zone for GTMS operations):



Our GTMS maintains a virtual queue for the CVs in various pre-configured zones: unlimited Terminals curbside, the staging zone, the city zone, short-trip zone and can support many others. Now CVs do not need to physically line up, which liberates the drivers to participate in other useful business activities outside of the airport or to attend to their needs while receiving real-time updates and dispatch notifications through their app. It is well known that whenever vehicles queue up at a staging/hold lot, the drivers tend to interact socially, while waiting for a passenger ride. Many of the drivers actually prefer to operate safely and remotely, such as their homes, while maintaining their queue position to pick up curbside passenger ride.

Dispatch notifications (in app or SMS/Robocall) periodically update the driver's current queue assignment, estimated time for pickup and recommend movement between zones. Historical tracking information is available for all participating vehicles and thus performance is reviewed and adjusted as needed by the GTMS dispatching engine. Flexible business rules are implemented to detect irregular behavior such as system cheating but also to support such regular activities as short trips, vehicle maintenance or vehicle breakdowns. Additional low-cost ALPR stations may be added as another layer facilitating system business policy compliance by the CVs. We are presently working on adding ALPR to the YYZ staging zone as an additional validator for CVs. Our ALPR engine is presently exceeding the correct recognition percentage as compared to the existing YYZ Parking APLR system.



To participate in the GTMS commercial activity, CVOs and Drivers need to download and register using a dedicated GTMS mobile app – it is assumed they already have a smartphone. This mobile app handles all registration, account management/payment, compliance, dispatch and tracking functions. ReserTrac has deployed both Android (Google Play Store) and iOS (Apple Store) versions of the app. Drivers are not dispatched and will not benefit from the commercial activity at the airport without a mobile app installed. Alternatively, an OBDII tracking minicomputer may be installed into vehicles for passive tracking – for example for shuttles and busses where dispatch is not required. Dispatch for such vehicles may still be supported using the SMS/Robocall feature. Taxis and Limos may also use this approach and receive dispatch commands via App.

TNCs are integrated using TNC approved data interface exchange – ReserTrac has signed data reporting agreements with both Uber and Lyft. The business rules for TNCs may be further upgraded to a digital permit-based solution. This digital permit is a 1D Barcode or a 2D QR code which uniquely encodes specific pickup information and TNC vehicle details. The digital permit is issued for each TNC pick-up or drop-off transaction and is delivered to a TNC driver for landside verification. Airport staff may request the permit for periodic spot checks and counts.

Transitioning to a GTMS based on our innovative technology will require Airport Landside operations to facilitate the communication and adoption of the system components by existing and future Commercial Vehicle Operators. However, the lifecycle cost advantages are substantial and we can present these for overview based on actual Toronto Pearson International Airport data. Additionally, the GTMS equipment will create new opportunities for Airport Landside operations to explore for a multiplied commercial effect, for example: Passenger – Curbside monetization, Driver contact tracing, direct customer marketing engagement, airport curbside staff real time tracking and security monitoring of terminal areas.



4.1 Solution Components

The following are the main components realizing the function of Commercial Activity Tracking and Policy Enforcement by ReserTrac's GTMS:

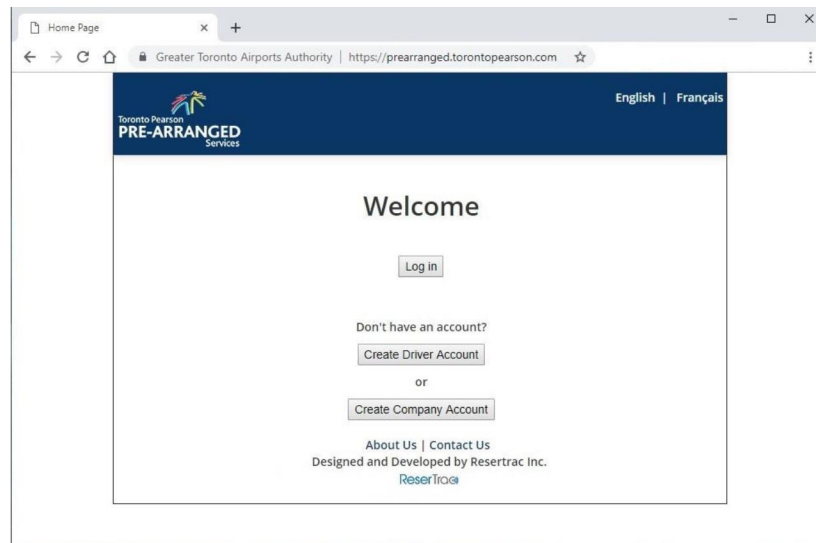
- Web-based self-service CVO Administration Portal
- GTMS Vehicle Telematics (Mobile app or OBDII plugin), System Software and Configuration
- GTMS Business Intelligence and Analytics
- GTMS Backend (cloud-based)

We now present and describe each component in detail. All images presented are actual GTMS screenshots, but without any sensitive information.



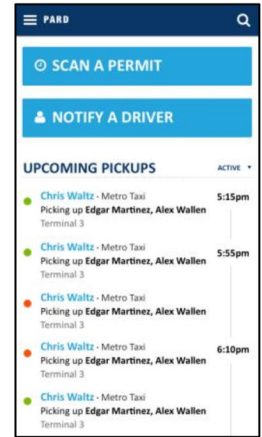
4.1.1 Component 1 – Self-Service CVO Administration

ReserTrac's current software platform for commercial vehicle on-boarding and processing is described in this section. It has been in operation at the Toronto Pearson International Airport since 2016 under the project name Pre-Arranged Taxis, Limousines & Bus Registration and (manual) Dispatch (PARD). Login user interface is shown below which also supports Microsoft Azure-based Active Directory Single Sign on service (for airport staff).

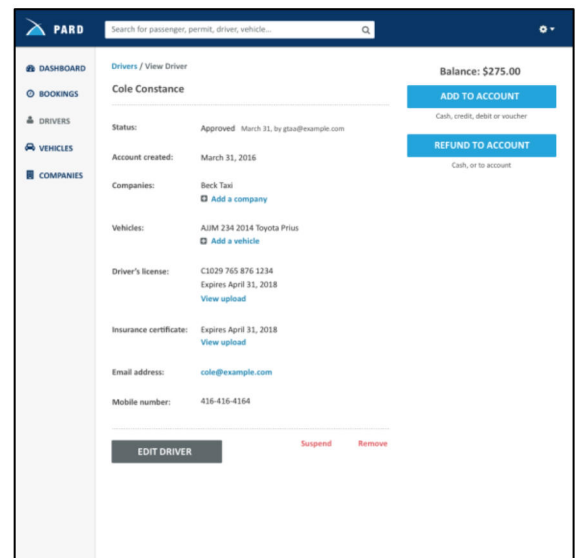


Main component capabilities include the following:

- Web-based (PC, Laptop, Kiosk, Tablet or Smartphone) registering of CVOs, Drivers, and Vehicles, including online self-registration requests by drivers with verification;
- Driver and Commercial Vehicle Operator permitting, suspension, notification, testing and vehicle maintenance tracking;
- Curbside Management App with automatic closing of One-Time permits based on a Geofence rule;
- Prepaid balances in a stored value account and facilitated replenishing of balances with integration to Global Payments electronic payment processing and cash;
- Tracking bookings and associated fees paid in cash or from prepaid accounts;
- Tracking refunds, cancellations and airline or airport transportation vouchers;
- Providing proof of paid passenger pickup fee in form of electronic permit;
- Passenger check-in at curbside and notifying driver about waiting passengers via email, SMS, telephone calls;
- Completing a booking upon permit verification at curbside during passenger pickup;
- Closing booking permits automatically if not completed, 24 hours after permit was issued;
- Storing all user activities and financial transactions for audit, financial reporting, and financial dispute resolutions;
- Providing relevant operational dashboards to all users to help manage open bookings;
- Providing operational and financial reports;
- Providing additional services like processing voucher claims.

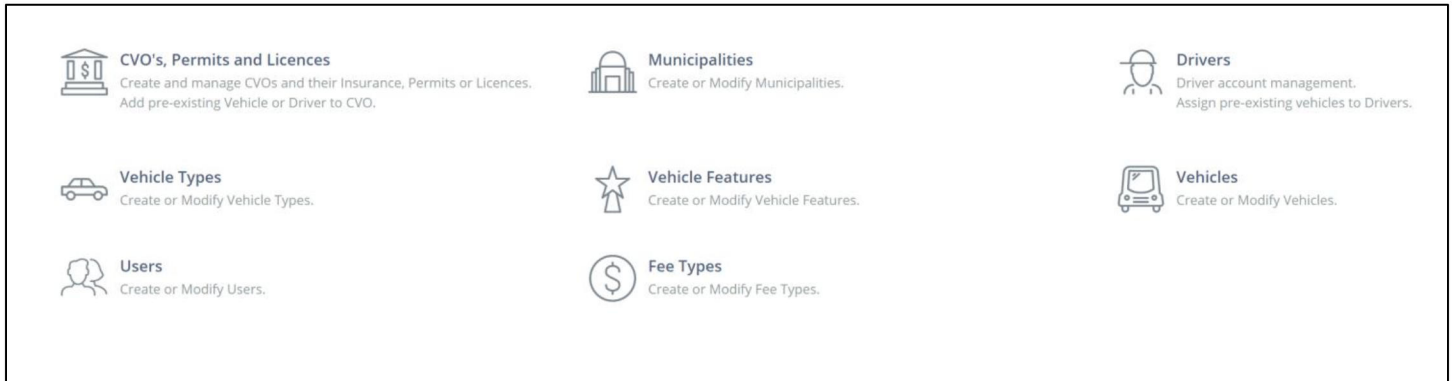


The web-based component, accessible from all common mobile, tablet or desktop browsers, is designed to automate previously manual onboarding, registration/permitting process and to process commercial fees from Commercial Vehicle Operators (CVO) conducting business at the airport. CVOs self-register online and establish a stored value account where they deposit funds to pay for their commercial activity. Fees are assessed using a stored value account which is assigned to an individual CVO, driver or shared by a group of drivers operating under a common business name. The stored value account is periodically loaded by the users via web-based interface and using credit card, debit card, cash and airport voucher transactions. Payment interface is provided via integration with Global Pay and is PCI compliant. This component also implements manual dispatch for CVOs and Drivers which may already be doing business with the airport or are pre-arranged (one-offs or regular) by individual passengers. In any case, Drivers are not dispatched by the system if they have insufficient funds in their stored value account.



Direct invoicing (weekly/monthly/annual) is also supported per-trip, per-fleet size. CVOs upload all required licensing documents for review. They may be required to present hard-copies of all documents at the airport office prior to commencing operations – no dispatch will be issued until this is completed. This component also administers compliance with the vehicle registration process, compliance with the vehicle licensing, vehicle maintenance and driver's record through DMV integration. Administration functions of the GTMS are exposed using GUI features or standards-based APIs. Fees may be processed per-trip or on a weekly/monthly/annual invoice basis.

This component also integrates the complex relationship between CVOs, Drivers, Vehicles, Permits and Municipalities while remaining flexible to changing business processes and rules.



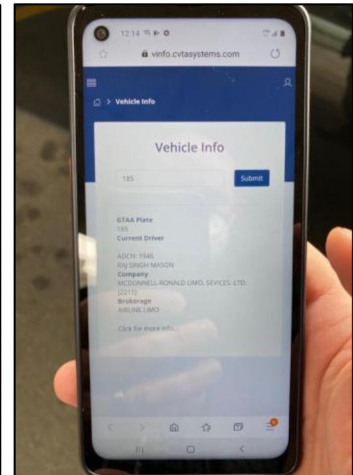
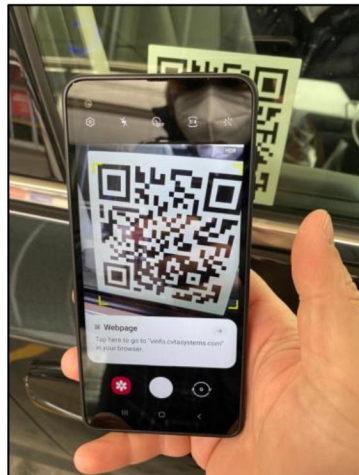
Curbside enforcement of drivers' activity is presently supported by three methods. Airport may select the preferred method:

Method 1 – Airport-registered taxi/limo vehicles will broadcast a specific Bluetooth or Wi-Fi encoded signal from the equipment in their vehicles. This communication will be easily and quickly picked up by Airport curbside attendants using the smartphone or tablet app. The broadcasted code will allow curbside staff to quickly pull up driver records (including photo), their permit and dispatch info and the number of passengers they are assigned.

Method 2 – The relevant information may be displayed via a dynamic web link which is encoded onto a 2D QR-code. The QR code sticker is attached to vehicle's front/back windshield (Facing out). This way the curbside staff is not relying on having the specific handhelds – they can scan the QR code with the built-in Android/iOS camera QR code recognition tool. Scanning will take them to the secure GTMS web page which is dynamically populated with the same information as in method 1.



Try this QR code with smartphone camera



Method 3 – Deploy our innovative and highly accurate ALPR software using any existing or new camera deployments.

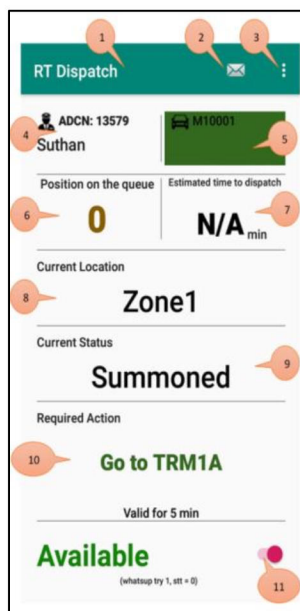
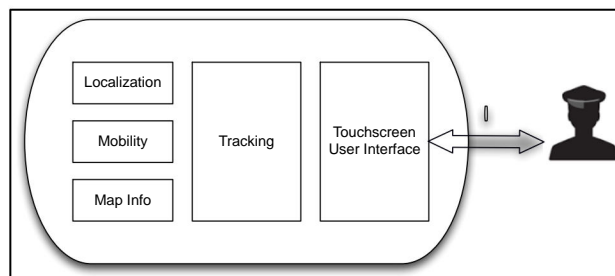
GTAA preferred Method 2 for deployment as it allowed them an additional visual indication of registered vehicles – the QR codes are printed on 5" x 5" highly visible stickers.

4.1.2 Component 2 – GTMS Vehicle Telematics, System Software and Configuration

The main function of this component is to precisely match available transportation providers to the current and upcoming passenger demand for such services. The resultant dispatch is fully automatic and is based on current vehicle flow rates, manually set curbside vehicle thresholds, anticipated demand based on FIDS and other information such as weather and traffic.

Naturally, the in-vehicle telematics services are essential to successful GTMS operations. In-vehicle telematics are supported by a native mobile app with a 3G/LTE data interface running on an Android or iOS Driver's device using GPS. An optional OBDII plug-in microcomputer for vehicles that are not using the app (such as shuttle buses) may be used.

The mobile app supports driver system registration, messaging, GTMS queueing preferences and real time tracking through GPS or Wi-Fi / BLE positioning system built-on. All of the displayed labels and textual elements are customizable.



The main app screen consist of several elements. Below you will find a description of each one along with a pointer to reference the portion of the screen being described.

1. Colour coded Title-bar

- Green** - The App is connected, and the Driver is logged into the system.
- Yellow** - The App has GPS, but cannot connect to the system
- Red** - The App cannot connect to the system or GPS

2. Messages

A list of any messages sent from the system or CVTA staff to the Driver.

3. (Menu)

- Change Password** - The Driver can change their account password
- Sign Out** - If Drivers share a tablet to run the 'RT Dispatch' app, they each must sign out at the end of their shift. Or else the Driver not properly Signed-in will be issued a Violation.
- Exit** - If the Driver does not exit then the app will continue to run on the device, in the background.

4. Driver Identification

A summary of the Drivers information, displaying the Drivers ID number and their First name.

Note: Clicking on this area shows a pop-up window that displays the Driver's Full name and Identification Number.

5. Vehicle Identification

Vehicle Type: (Limousine, Taxi, Peak Period)
Code: GTAA issued Vehicle ID Number

6. Position on the queue

The Drivers current ranking in the Dispatch queue.

7. Estimated time to dispatch

The predicted number of minutes until the CVTA system is expecting to be dispatching this vehicle to a Terminal.

8. Current Location

The area/zone where the system has most recently detected the vehicle.

9. Current Status

- Disconnected
- Summoned
- Waiting
- OutOfDispatch

10. Required Action

"Go to TRM1A" - An instruction from the system, directing the Driver to proceed to the designated location. (In this example Terminal 1, Arrivals Level.)

"Nothing" - The driver is not currently required to move to any other area/zone.

11. Availability Switch

This is a simple toggle switch that is used to set the Drivers status back and forth between Available and Un available.

If the switch has been set to Unavailable the system will not include the vehicle in the dispatch queue, and the driver will not be allowed to pick up any passengers.

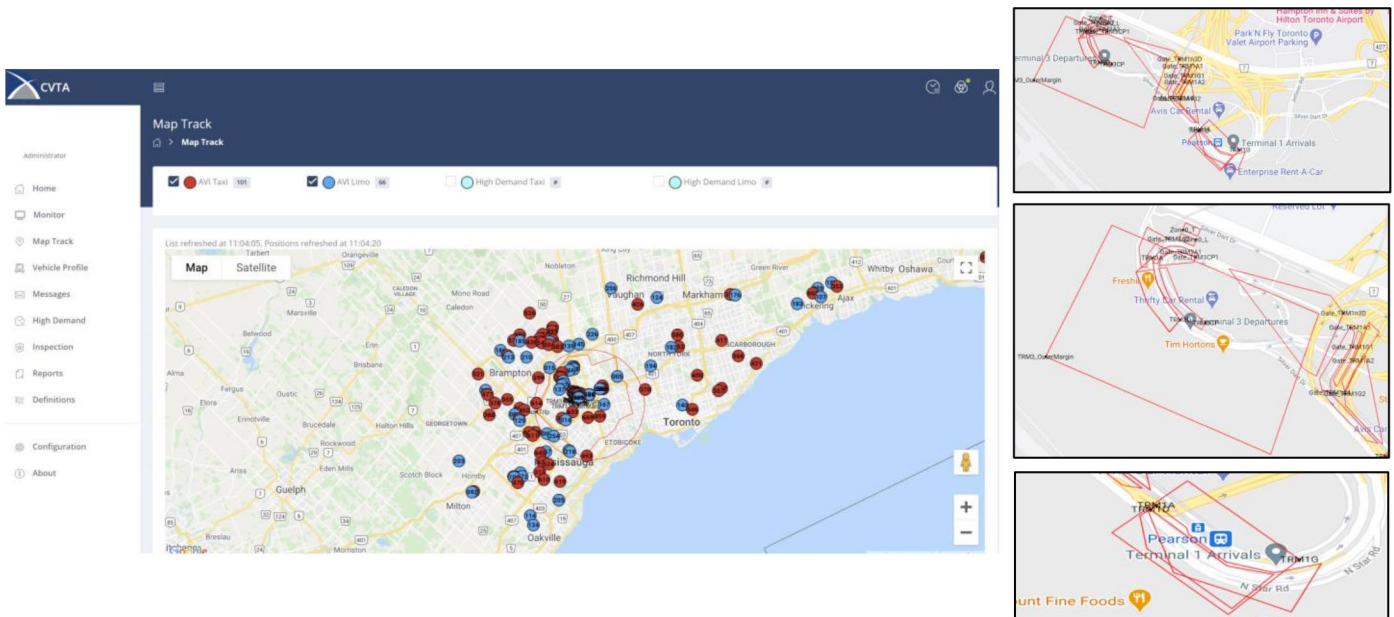
For shuttles, the OBDII plugin minicomputer is easily installed into the OBDII diagnostics port (standard on vehicles since 1994) and receives power through this interface. Vehicles without OBDII port only need to provide battery power to the device. A variety of harnesses and adapters is available to facilitate this – and we have integrated with all kinds of shuttle vehicles at YYZ. The minicomputer has the integrated GPS receiver, Wi-Fi signal receiver, 3G/LTE cellular data interface and custom-programmed software to manage the detection of signals and communication to the central GTMS system. ReserTrac developed customized firmware package for the OBDII minicomputer to integrate fully with our GTMS. The OBDII minicomputer allows real-time vehicle location monitoring and will notify the central GTMS system immediately if the device was unplugged or otherwise powered down in the case of a dishonest user trying to circumvent the business process. The OBDII computer does not allow for direct driver UI however dispatch orders may still be delivered using SMS/Automated Phone call feature. This device may also be used for additional value add features such vehicle maintenance monitoring, emission monitoring at Airport Terminals, etc.



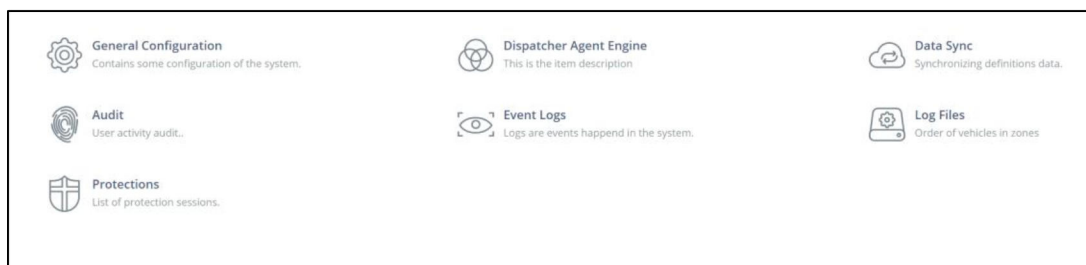
We now present more details on how these devices work together with the GTMS software. All of the business processes and rules are fully customizable in their scope as well as in the textual / UI elements.

For the registered Taxi / Limousine / Shuttle operators, the following tracking/dispatch methodology is proposed. This description is a high-level presentation omitting many finer technical details which we can discuss and present if needed:

1. The airport grounds, terminals (curbside) and the city metro area (size/shape of areas to be specified by Airport) are configured as notification/dispatch/order zones. Any shape is supported based on Landside Operations needs and/or drive time and/or short trip requirements. Toronto zones (red boundaries) are shown as an example below, with red and blue icons (customizable) representing live Taxi and Limo positions.



2. Vehicles are constantly reporting their GPS position to our GTMS and are prioritized for terminal dispatch based on GTMS business rules, specific vehicle needs at curbside, anticipated passenger volumes and vehicle/driver status (Available or Not Available, Distance to Terminal, etc.).
3. The GTMS software engine maintains Virtual dispatch queues in each zone to efficiently allocate passenger pickup assignment to available drivers. Any configuration changes to the system are fully auditable (timestamped and by user ID). Full system logs are maintained as well.



- Drivers join the virtual dispatch queue using their mobile app and depending on their location relative to configured zones. Drivers completing a short trip may be assigned special preferences in a queue.

GTAA.No 384

Database Id 721

Dispatch Company AEROPORT

Dispatch Car No 063

Plate CBKM061

Municipality MIS

Municipal# 63

Current Driver

Airport Id: 0491, License#Y00770780670510

YACOUBI BASSIL

QSpot: True

Aliveness Timeout: 0

Queue Order: Message: event_queue_from_20

Dispatch Command Message:

Current Client

Participation Type AVIFleet

VehicleType TAXI

Fleet Category Taxi

High Demand Category

Zone Q-Spot Reserve

VehicleStatus AtPlace

Modified: 12/8/2020 2:05:46 PM

Aliveness Status: Alive

Last Alive Pulse: 12/8/2020 2:05:44 PM

Availability: IsAvailable

Dispatch

Dispatch Status: Waiting

Order in Dispatch Queue: 67

- Driver's App preferences and disconnect protection are included. To protect a driver's spot in the dispatch queue in case of accidental connection loss or mobile device malfunction, the GTMS can retry connection a configurable amount of time and can also be enabled to preserve the driver's queue position for a configurable amount of time without impacting the dispatch flow. Drivers have certain configurational flexibility on their side of the app as well.

What do you want to be notified about?

Dispatch Command
Dispatch Commands when being summoned to a zone ☒

Changes in Queue Position
Spot in the queue prior to Dispatch ☒

☒ Last 2 ☐ Last 5

Messages
Messages sent by CVHA office ☒

Disconnect Alert
When your vehicle's device (Tablet or Phone) disconnected from CVTA ☒

Additional Features

Q-Spot®
Do you like to reserve your spot in dispatch queue even when you are out of City Zone? Enable this feature and choose your desired option under "Changes in Queue Position" to be notified ☒

Disconnect Protection
How long do you want us to keep your spot in the queue in case you were disconnected? ☐ 15 Min. ☐ 30 Min. ☐ 45 Min. ☐ 1 hour ☒

Save

How do you like to be notified?

Text Message ☒

Phone No.
Enter phone number
000-000-0000 | 0000000000
+1000000000 | +1000-000-0000

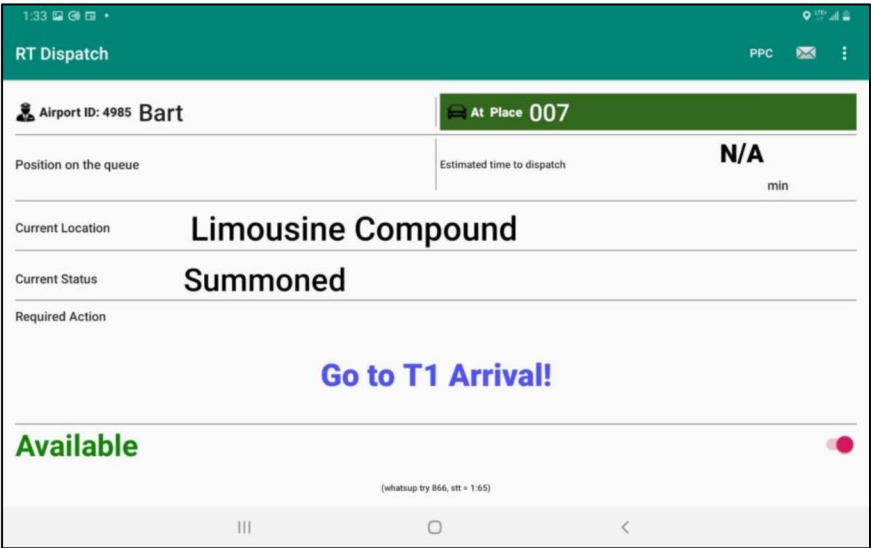
Phone Call ☒

Phone No.
Enter phone number
000-000-0000 | 0000000000
+1000000000 | +1000-000-0000

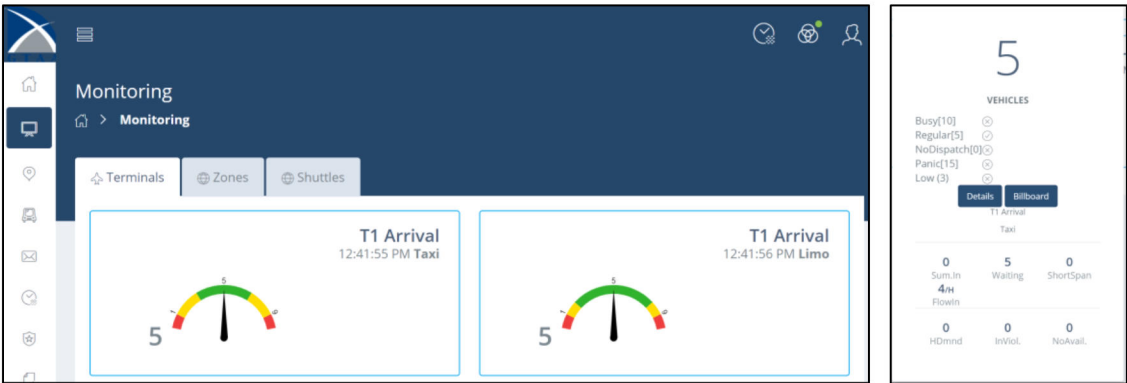
Email ☒

Enter email address

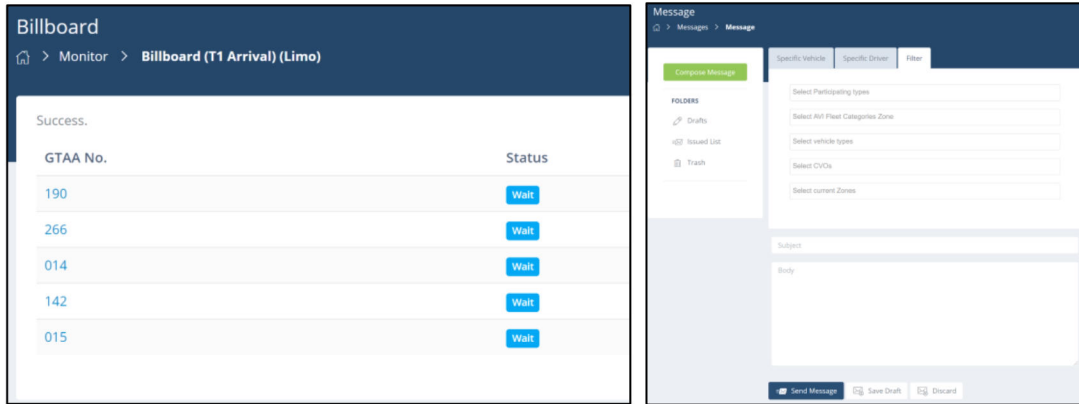
6. Drivers are advised to move between zones (typically move closer to the airport, then to a terminal curbside) as they move up in the queue and as passenger demand is tracked. Tablet view of this interface is shown below.



7. As Drivers move up in the zone queue adjacent to the airport, they are ordered to proceed to a small staging zone (aka the "Red Zone" since they are expected to score) or directly to a terminal curbside pickup area, again depending on the demand, for passenger pickup. This dispatch happens automatically through system software (but can be manually initiated as well) and is issued by the GTMS based on the vehicle flow through rate at the curbside, current per curbside terminal zone threshold setting, expected conditions, exact vehicle need and a variety of other factors.



8. All notifications, dispatch and orders are delivered to Drivers via the mobile app with an audible alert and may also be mirrored with SMS and/or Robocall. Drivers can also see their Vehicle ID status on a web-based billboard – useful for common area displays. Individual Driver or Group Messaging are also supported. GTMS can provide dispatch APIs for integration with 3rd party Taxi/Limo dispatch systems.



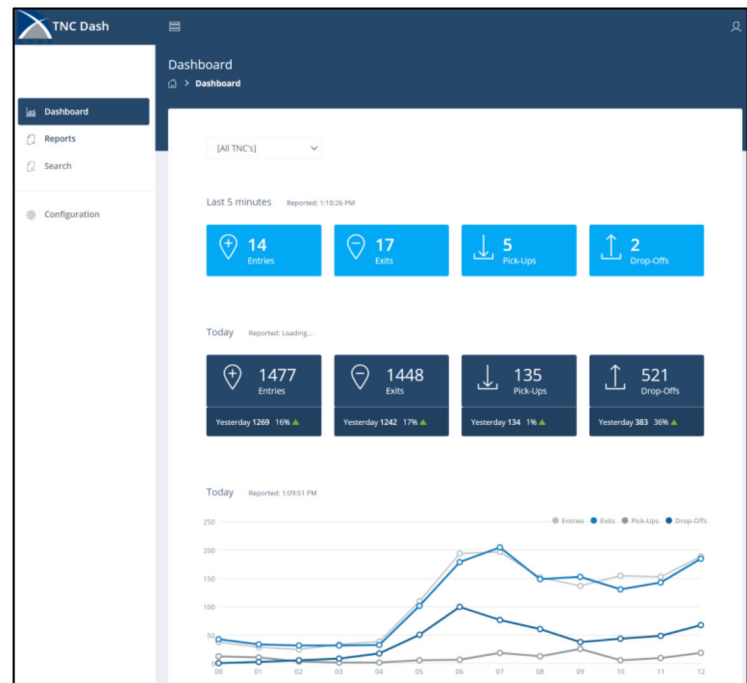
9. Driver's actions in response to these dispatches are monitored and dispatch orders / queue assignments are adjusted accordingly. GTMS maintains full auditable records for each driver and vehicle including positions, commands received, actions in response to dispatches and system logging information in general.
10. Vehicles arriving to a Terminal curbside are validated automatically (using ALPR) or on-demand using 2D QR stickers attached to each vehicle. Passengers may scan QR codes using any smartphone (no special software needed) to look up basic information about their assigned driver. Airport Curbside staff can get more information by logging in after scanning arriving vehicle QR code to verify dispatch orders, vehicle history and record any additional information.
11. New feature has been added in response to COVID-19 pandemic to limit social gatherings of the drivers. The feature is called Q-Spot and allows drivers to join/leave virtual queues from any physical location (*now they too can work from home*). Drivers receive automatic notification via the App and SMS/Call as backup when it is their time to pick up a passenger. Those dispatches are issued in advance to accommodate driver's driving time to the curb.

For the shuttles / crew buses / other vehicles, the following functionality is adopted, if their operators do not wish to use the mobile app:

1. Shuttle Buses carry an on-board OBDII minicomputer connected to a vehicle diagnostic port with various adapters/harnesses/splitters supported. QR coding is also supported.
2. The minicomputer sends regular secure updates (location, timestamp and log info) to the GTMS periodically which is recorded. If the device is disconnected – an alert is sent out.
3. Operator violation status is set if the minicomputer fails a configurable series of status updates.
4. Operators are billed based on their trips through preconfigured zones or dwell time in zones.
5. Dispatch for operators is possible using automatic SMS/Robocall notification to the driver's mobile number or over the radio.

For the TNC operations, the following functionality is adopted. Dispatch is not required since TNCs are using their own dispatch software. TNCs are integrated using a System-to-System interface between the GTMS and the proprietary TNC software. ReserTrac has completed the TNC specific security process and signed collaboration agreements to receive Uber and Lyft data. Several geofence zones are specified as part of the TNC interface reporting requirements. TNCs report, in near real-time, the following information and events:

- Unique TNC Driver ID and TNC ID
- License Plate / Tag
- Timestamp of each event – entry into zone, passenger drop-off, passenger pick-up, exit from zone
- Latitude and Longitude of where zone event occurred
- Geofence ID for multiple zones
- TNC operations are displayed using the web-based TNC dashboard and various reports may be produced.



Further, TNC reporting and compliance enforcement may be implemented using the one-time digital permit system. However, this model, and TNC reporting in general, will require Airport to facilitate adoption by the TNCs, which may be challenging and to be discussed.

4.1.3 Component 3 – GTMS Business Intelligence and Analytics

The terms “Business Intelligence” and “Data Analytics” are often used interchangeably which may not be precisely correct. At ReserTrac, we distinguish between the two using the following simple definitions/examples:

- Business Intelligence (BI) – use historical GTMS data such as passenger volumes and CV travel time to terminal in order to design dispatch zones around airport.
- Data Analytics – use real time GTMS data such as current taxi wait time and expected passenger volume in the next few hours, compared to historical data (e.g., same weekday and same day last year) to dynamically dispatch taxis to move closer to the airport so as to minimize expected passenger wait time.

Both Business Intelligence and Data Analytics are already built-in to the system, however, adjustment and customization is required in order to meet the requirements and complexities of a specific airport GTMS solution.

Typically, BI data is exposed by means of reports made available to the airport’s administration and management. All types of report templates are preconfigured, but the client may also access database stored information directly – we will provide and explain the database structure. As an example, the following reports, with all report parameters as selectable values, are currently available. A detailed listing all of the available reports would quickly exhaust the page count of this RFI response.

- Vehicle Trips – a detailed list of the specific trips through the airport property made by commercial vehicles.
- Trip Summary – a tally of the trips through the airport property made by commercial vehicles.

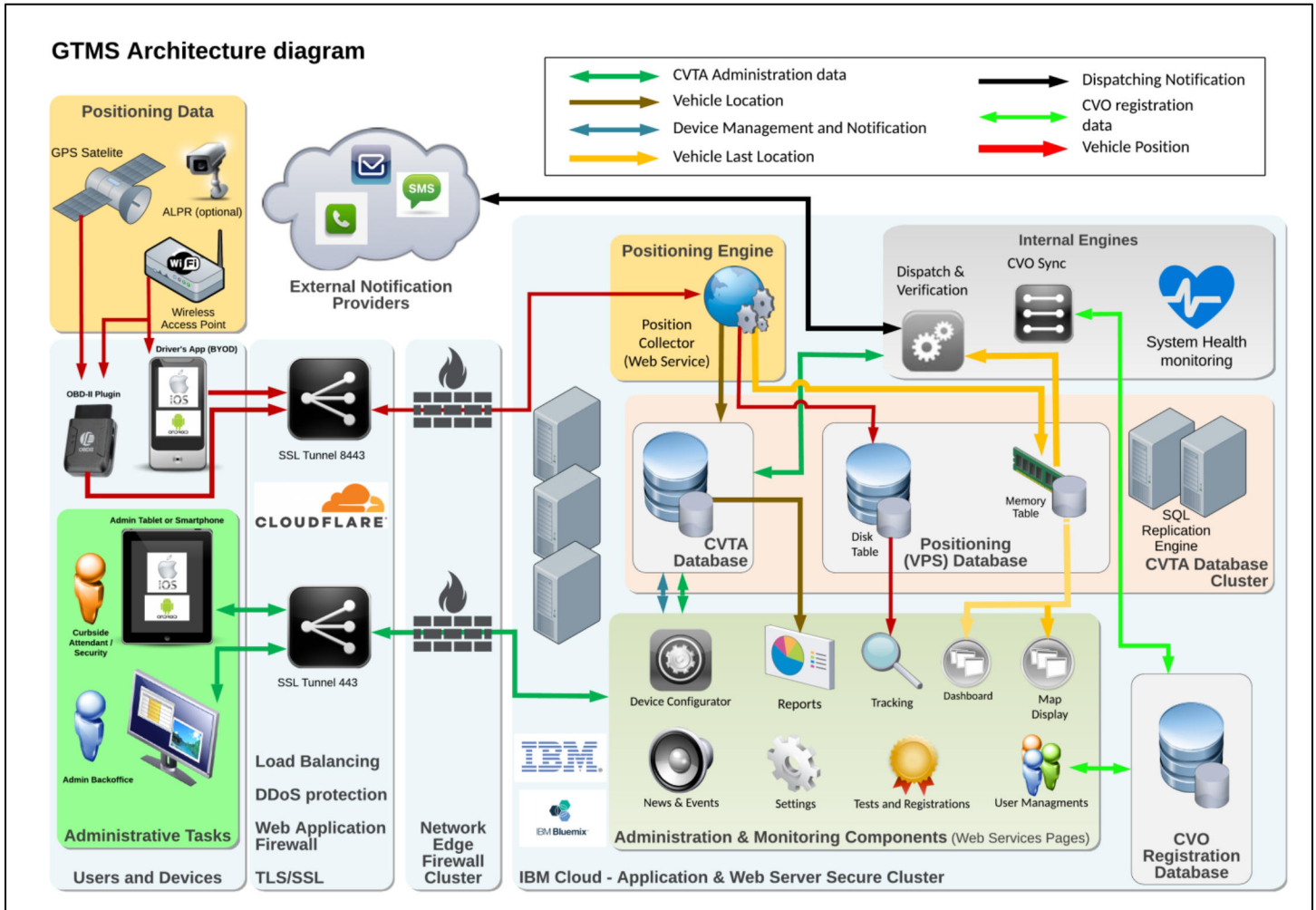
- Vehicle availability report – the proportion of time, in hours per day, during which the vehicle was 'Available' for pickups at the airport.
- Inspection Report – a listing of the vehicles, sorted by type/sub-type, that have not been inspected since a given date.
- Shift Payment Transactions – a list of all types of financial transactions occurring during a given shift.
- Booking Report – a list of all pre-arranged bookings, including CV and Passenger details, which were placed.
- Dwell Times Report – shows shuttle dwell times in various preconfigured zones.
- No Service Report – shows registered vehicles which are dormant in the GTMS for a selected time period.
- Violations Report – shows Business Process / GTMS violations detected per vehicle or CVO and the assigned demerit points (if such is required).
- TNC Reports – reporting on each data segment shared by the TNC and additionally searchable TNC transactions.

Data Analytics, as a concept, is already built in to our GTMS. Briefly, the real time decision making of the GTMS, when in automatic mode, is controlled by the current real-time passenger and CV operational data incoming to the system as well as by the predicted data using historical extrapolation. However, system administrators may always apply overriding decisions – for example dispatching a set of selected taxis to terminal curb manually or by adjusting the curbside load factor (number of taxis, limos and busses which may arrive concurrently to a curbside pickup location).

ReserTrac fully supports and implements data sharing as long as confidential and personal information is removed according to the applicable laws and regulations. All the system tracking information, from a variety of sources, will be collected in real time and will be made available to the internal GMTS software operation and may also be exposed to other Airport systems or made available through data sharing mechanisms such as the message broker or API. Additionally, near real-time tracking information will be collected from the Geofencing/Location Services API module that we can provide. This may then be included in any other Airport or 3rd party software platforms or apps – such as the passenger queue monitors, passenger apps or even the airport customer website.

4.1.4 Component 4 – GTMS Backend

Our goal during the design and implementation of the GTMS backend architecture for the cloud was to maintain highest degree of overall system availability, standards-based cybersecurity posture while delivering the lowest end to end latency regardless of the operational load. We have successfully achieved our design goals with the YYZ GTMS deployment. The following diagram illustrates the main components of the GTMS backend.



ReserTrac GTMS backend is the collection of cloud-based hosting environments, network interfaces and 3rd party services which come together to deliver the full functionality of the previously described components. Each GTMS client receives their own independent GTMS cloud backend – **we do not share cloud resources among clients.**

Users and Devices are shown on the left-hand side of the diagram above. These are the components (discussed earlier) which interact with the system from the outside environment and provide or consume real-time information:

- BYOD Driver's smartphones/tablets with the GTMS App pre-installed.
- OBDII minicomputers (for shuttles but also can be used in all vehicles).
- GTMS Curbside admins or security officers using Tablet / Smartphone for system operation in the field.
- GTMS Admins using GTMS UI for operations, configuration, reporting and general administration tasks.

- ALPR image acquisition stations (existing or new).

The users and devices section also shows the position providers – external GPS satellites and Wi-Fi / BLE beacons at the terminal locations where GPS signal is not available.

The middle left section of the diagram presents the distributed security perimeter of the system. Our front-end system endpoints are realized through the following Cloudflare services:

- Load Balancing Service to maintain GTMS high availability
- Automated Distributed Denial of Service protection service
- Web Application firewall and monitoring service
- Transport Layer Security and Secure Socket Layers for encrypted end to end communication of GTMS data in flight

Cloudflare is a global network cloud platform which delivers network transport availability and security services. Cloudflare powers Internet requests for ~16% of the Fortune 1,000 and serves 20 million HTTP requests per second on average. More information on Cloudflare is available at <https://www.cloudflare.com/learning/what-is-cloudflare/>

Behind Cloudflare we have designed and implemented another layer of system and network security realized with industry-standard deployment of a network edge firewall cluster. Generally, our GTMS cybersecurity implementations are derived and based on Security Standards, Implementations and Best Practices as published by:

- National Institute Standards and Technology (NIST) cybersecurity framework (<https://www.nist.gov/cyberframework>)
- IEEE (<https://cybersecurity.ieee.org/>)
- Center for Internet Security (<https://www.cisecurity.org/cybersecurity-best-practices/>)
- Open Web Application Security Project OWASP (<https://owasp.org/>)
- Government of Ontario System Security Standards - the GO-ITS 25.x set (<https://www.ontario.ca/page/go-its-250-general-security-requirements>)

The GTMS was methodically designed, deployed and generally applied the following “building blocks” along each of the OSI system layers:

- Encryption – through the process of encoding information at rest or in flight in such a way that only authorized users may access it.
- Network protection – by means of securing the communication in the horizontal (within OSI layer) and vertical (between OSI layers) directions.
- Security Lifecycle Management – consistent application and updating of the proposed techniques from the inception of the project through its end of life.
- Identity Management – administration of users and software services through an agreed upon framework of policies to ensure appropriate least privileged access to limited set of resources (hardware or software).
- Threat Defense in Depth – prevention and real-time monitoring/management of security events & attacks across all layers of the solution.

- **Software / Hardware Updates** – a regular practice of securely updating the software or firmware of systems from secure sources, while ensuring minimal to no impact to the end user.

The compute and storage capacity of the GTMS is delivered to each new client via unique instance of active – active deployment to IBM Cloud (also known as IBM Bluemix). ReserTrac has been a tenant at IBM Cloud since 2015 and we are well familiar with this Platform as a Service provider.

The GTMS active – active deployment in the cloud means that we maintain two fully independent clusters containing GTMS software services and storage configurations. The Cloudflare Load Balancing service provides the routing of the client traffic and the datacenter-to-datacenter IBM network links supporting the GTMS data replication and data consistency. Thus, the GTMS is operational even in the event of local disasters affecting one of the IBM datacenters since we deploy each active cluster to geographically distinct IBM datacenters.

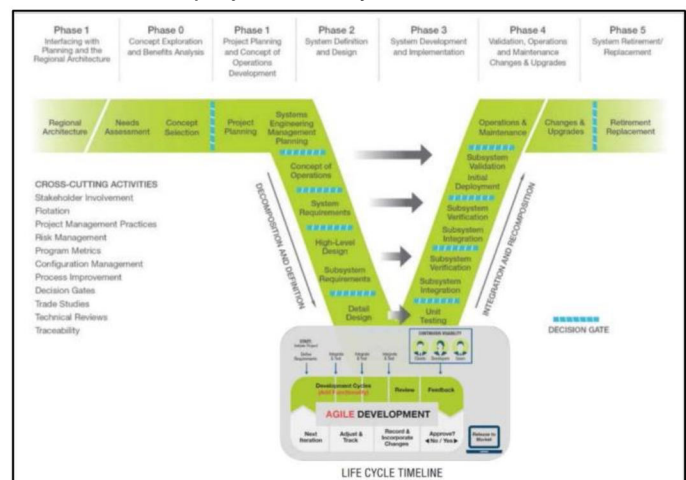
Lastly, GTMS uses several external service providers, shown at the top of the diagram, to deliver SMS, automated phone calls and emails as part of system notifications to Drivers and CVOs. These are highly reliable services and they are not essential to overall GTMS operations since the Driver's App is primarily used for dispatch commands and admin-initiated communication.

5 TIMELINE AND PROJECT APPROACH

This section of the response defines, at a high level, our approach to the GTMS project delivery, both from the technical and business perspective. ReserTrac is a strong proponent of the Systems Engineering framework. We employ a modified 'V model' with Agile development practice inserted to incorporate ongoing customer input and to facilitate total customer engagement leading to predictable results. Our rigorous testing methods ensure that provided services and delivered systems meet the strict requirements for safety, security, and reliability required for such a system solution. In summary, we will approach this GTMS project as follows:

1. Apply the Systems Engineering Methodology – predictable process and results.
2. Identify Existing Conditions through on-site Review and Needs Assessment
 - A. Site visits and series of workshops
 - B. Deliverable: ConOps (draft and final)
3. Develop System Design and Specifications Report (for any new enhancements)
 - A. Review Sessions
 - B. Deliverable: Baseline Design report (draft and final)
4. Software modifications as required (Agile approach)

Regular Demos / Customer input
5. Rigorous Testing and Validation according to Baseline Design
6. Full systems and software documentation



7. Ongoing 24x7x365 support and periodic maintenance

We estimate that onboarding and limited operations of the new GTMS, in parallel with existing AVI, may begin within 1-3 months from the contract signing. The full operations start date is highly dependant on the CVO onboarding process, as well as the length of parallel operation testing & validation. From our YYZ GTMS deployment experience we estimate another 4 months duration for this process.

6 RESERTRAC REFERENCES

Requested Information	Our Response
Years of Experience in Airport Ground Transportation	10 years
List of Related Transportation Experience.	GTAA PARD System GTAA CVTA System Airline Limousine Reservation & Dispatch System Zahavy Limousine Reservation & Dispatch System
List of customers and contact information where similar work was performed for companies comparable in size, scope, complexity and environment.	1. Toronto Pearson International Airport (GTAA) Rahim Atabakhsh rahim.atabakhsh@gtaa.com Officer, Transportation Systems and Groundside Transportation Services +1 519 574 4003 Marina Marchetti marina.marchetti@gtaa.com Manager, Business Development and Groundside Transportation Services +1 416 776 4519 +1 416 356 7628 2. Airline Limousine Ciro Vitolo 905-264-4009 3. Zahavy Limousine Joshua (Shuki) Zahavy 416-225-6666 Amrik Grewal 905-866-3306 <div style="text-align: right;">Dov Levy 416-7009-893</div>

ATTACHMENT "7"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

CURRENT APPROVED FARES AND RATES

**ATTACHMENT “7”
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. 24-4**

CURRENT APPROVED FARES AND RATES FOR TAXICAB SERVICES

Drop Rate ¹	Per Mile	Airport Origination Fee	Extra Passenger Fee (3 – 6 passengers)	Credit Card Convenience Fee	Fuel Surcharge	Wait Time
\$3.00	\$0.33 for each additional 1/8 mile (i.e., \$2.65 per mile)	An amount equal to the then current Per Trip approved by County	\$3.00	\$1.50	See adjustment to Drop Rate as outlined in the Drop Rate Adjustment Schedule set forth below.	\$0.50 for each minute of waiting time or any part thereof (i.e., \$30.00 per hour)

In the event the average monthly price per gallon of unleaded regular gasoline in Florida as determined by the American Automobile Association² or the Energy Information Administration³ is more than \$4.00 during the preceding calendar month, Operator may adjust the Drop Rate as set forth in the Drop Rate Adjustment Schedule below. In the event the average monthly price per gallon of gasoline in Florida decreases during the preceding month, Operator shall decrease the Drop Rate to the amount approved pursuant to this Agreement. Notwithstanding any provision of this Exhibit “A” to the contrary, the Drop Rate shall not be adjusted more than once per calendar month. Operator shall notify the Contract Manager via e-mail of every adjustment to the Drop Rate, which shall include a copy of the backup documentation supporting such adjustment. In the event Operator charges fares or rates in excess of the fares and rates approved pursuant to the Agreement, the Department may assess Liquidated Damages of \$250 per day for each day Operator is in violation of this requirement. The Department may, its sole discretion, withhold Liquidated Damages from any amounts payable to County hereunder or invoice Operator for such Liquidated Damages, which shall be paid by Operator within thirty (30) days of the date of the invoice.

DROP RATE ADJUSTMENT SCHEDULE	
Average Monthly Price Per Gallon of Unleaded Regular Gasoline in Florida	Drop Rate Increase
\$4.00 – \$4.49	\$0.50
\$4.50 - \$4.99	\$1.00
\$5.00 - \$5.49	\$1.50
\$5.50 - \$5.99	\$2.00
\$6.00 – above	\$2.50

¹ As may be adjusted based on the Average Per Gallon Unleaded Regular Gasoline Price in Florida in accordance with the provisions of this Exhibit “A”.

² <https://gasprices.aaa.com/?state=FL>

³ https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pets&s=emm_epmru_pte_sfl_dpg&f=m

ATTACHMENT "7"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4
CURRENT APPROVED FARES AND RATES FOR LUXURY SEDAN/SUV SERVICES

Rates are inclusive of Origination Fee \$3.50

CITY	1-3 PASSENGERS	4-6 PASSENGERS
MINIMUM CHARGE	\$50.00	\$75.00
Boca Raton	\$125.00	\$175.00
Boynton Beach	\$85.00	\$135.00
Coconut Creek	\$150.00	\$200.00
Cooper City	\$235.00	\$285.00
Coral Springs	\$150.00	\$200.00
Dania Beach	\$225.00	\$265.00
Deerfield Beach	\$140.00	\$190.00
Delray Beach	\$95.00	\$145.00
Fort Lauderdale/ FL Airport	\$225.00	\$275.00
Fort Lauderdale North of 595	\$215.00	\$265.00
Fort Pierce	\$275.00	\$325.00
Greenacres	\$75.00	\$125.00
Highland Beach	\$100.00	\$145.00
Hobe Sound	\$160.00	\$210.00
Hollywood	\$240.00	\$290.00
Hypoluxo	\$85.00	\$135.00
Jensen Beach	\$189.00	\$239.00
Juno Beach	\$85.00	\$135.00
Jupiter / Jupiter Island South	\$95.00	\$145.00
Jupiter Island North	\$159.00	\$210.00
Lake Worth	\$65.00	\$115.00
Lantana	\$75.00	\$125.00
Loxahatchee	\$80.00	\$130.00
Miami: Port, South Beach, Airport	\$310.00	\$385.00
North Lauderdale	\$160.00	\$210.00
Palm Beach/ Singer Island	\$75.00	\$125.00
Palm Beach Gardens/ PGA Resort	\$80.00	\$130.00
Palm City	\$179.00	\$229.00
Parkland	\$145.00	\$195.00
Pembroke Pines	\$250.00	\$300.00
Pompano Beach	\$150.00	\$200.00
Port of Palm Beach/ Riviera Beach	\$75.00	\$125.00
Port Everglades	\$225.00	\$275.00
Port St. Lucie	\$210.00	\$260.00
Royal Palm Beach	\$80.00	\$125.00
Stuart	\$179.00	\$229.00
Sunrise	\$215.00	\$265.00
Tequesta	\$105.00	\$155.00
Vero Beach	\$325.00	\$375.00
Wellington	\$80.00	\$130.00
West Palm Beach/Down Town	\$65.00	\$115.00

SECTION 6 **APPENDICES**

LIST OF APPENDICES:

APPENDIX A – PROPOSAL RESPONSE FORM
APPENDIX B – ACDBE SCHEDULE 1
APPENDIX C – ACDBE SCHEDULE 2
APPENDIX D – ACDBE SCHEDULE 3
APPENDIX E – DRUG-FREE WORKPLACE CERTIFICATION
APPENDIX F – PROPOSAL SUBMITTAL CHECKLIST

APPENDIX "A"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

PROPOSAL RESPONSE FORM

APPENDIX “A”
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

PROPOSAL RESPONSE FORM

Contract Period	Proposed Monthly Fee for Optional Dispatching Services	Number of Months	Proposed Monthly Fee Multiplied by Number of Months
Initial Term (July 1, 2024 – September 2026)	\$_____/month	x 27	\$_____
1 st Renewal Term	\$_____/month	x 12	\$_____
2 nd Renewal Term	\$_____/month	x 12	\$_____
3 rd Renewal Term	\$_____/month	x 12	\$_____
4 th Renewal Term	\$_____/month	x 12	\$_____
TOTAL TERM PRICE PROPOSAL FOR OPTIONAL DISPATCHING SERVICES (Initial Term + All Renewal Terms)			\$_____

Proposed Fully Burdened Hourly Rates for Additional Services ¹					
Staffing	Initial Term Hourly Rate	1 st Renewal Term Hourly Rate	2 nd Renewal Term Hourly Rate	3 rd Renewal Term Hourly Rate	4 th Renewal Term Hourly Rate
Dispatchers	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour
Supervisors	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour

By signing this Proposal Response Form, Proposer warrants and represents to County that the following statements are true and correct:

- This proposal is current, accurate and complete, and is presented to the County for the performance of the Agreement in accordance with the requirements stated in the RFP.
- This proposal is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same service and is, in all respects, fair and without collusion or fraud.
- Proposer has the financial ability to fully perform the terms and conditions as specified in the RFP and Agreement. The County reserves the right to request financial information from the Proposer at any time during the solicitation process and in any form deemed necessary by the County.

¹ “Fully-Burdened Hourly Rate” means the total hourly rate to be paid by the County for Additional Services (as defined in the Agreement) by category of employee, which shall include, but is not limited to, all overhead, general and administrative costs and profit, hourly payroll rates, insurance, benefits and taxes. The proposed Fully Burdened Hourly Rates for Additional Services will be evaluated under Project Approach.

APPENDIX "A"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
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PROPOSAL RESPONSE FORM

- d. Proposer has received and reviewed all Amendments to the RFP.
- e. Proposer understands that County will only negotiate those exceptions to the Agreement that are identified in accordance with Section 2.12 of the RFP and that the County has no obligation whatsoever to accept any proposed exceptions.
- f. Proposer understands that proposer may **not** propose any exceptions to the minimum RFP requirements (see Section 3 of RFP) and failure to satisfy the minimum requirements will result in the proposal being deemed non-responsive.
- g. Proposer understands that failure to submit this Proposal Response Form will be cause for immediate rejection of its entire proposal.
- h. The information in Section 2.21, Commercial Non-Discrimination Certification, is true and correct to the best of the Proposer's knowledge.

****This signature page must be completed by an Authorized Person (see Section 1.8 of RFP)****

Type or print proposer's contact information below:

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO.: _____ **E-MAIL ADDRESS:** _____

SIGNATURE: _____

*****You must affix a corporate seal or have the signature on this Proposal Response Form notarized.*****

(Corp. Seal)

OR

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me -OR- produced _____ as identification and who did take an oath.

STATE OF _____

COUNTY OF _____

My Commission Expires: _____

(Signature of Notary)

(Notary's Printed Name)

APPENDIX "B"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

ACDBE SCHEDULE 1

APPENDIX "B"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT - RFP NO. PB 24-4

SCHEDULE 1
LIST OF PROPOSED ACDBE FIRMS

Name of Proposer: _____ Phone No.: _____ Fax No: _____

Contact Person: _____ E-mail Address: _____

Address: _____

Estimated Gross Revenue for the First Contract Year by Proposer (ACDBE plus non-ACDBE Purchases): \$ _____

Name, Address & Phone No. of ACDBE Firm ⁽²⁾	Description of Type of Work	Classification (Check applicable box)	Percentage of ACDBE Participation by Race/Gender ⁽¹⁾				
			Black	Hispanic	Women	Other (Please Specify)	
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Joint Venture	_____ %	_____ %	_____ %	_____ %	
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Joint Venture	_____ %	_____ %	_____ %	_____ %	
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Joint Venture	_____ %	_____ %	_____ %	_____ %	
Total Percentage of ACDBE Participation⁽³⁾			_____ %	+ _____ %	+ _____ %	+ _____ %	= _____ %

Notes:

- The percentages listed on this form for each ACDBE Firm must be supported by the percentage included on Schedule 2, "Letter of Intent to Perform as an Airports Concession Disadvantaged Business Enterprise", in order to be counted toward attainment of the ACDBE goal.
- It is the obligation of proposer to confirm that firms identified on this form must be certified as an ACDBE by the State of Florida's Unified Certification Program. Firms not certified by the State of Florida's Unified Certified Program as an ACDBE will not be counted toward attainment of the goal.
- ACDBE participation is measured as a percentage of gross revenues.

By signing this form the undersigned Proposer is committing to utilize the above-referenced ACDBE Firms pursuant to the Agreement. Substitutions of ACDBE Firms during the term of the Lease shall be subject to prior written approval of the Department of Airports.

By: _____
 Signature

Print Name/Title of Person Executing on Behalf of the Proposer _____ Date: _____

*Additional sheets may be used if necessary.

APPENDIX "C"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

ACDBE SCHEDULE 2

APPENDIX "C"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT - RFP NO. PB 24-4

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE*

Name of Proposer: _____

Name of ACDBE Firm: _____

The undersigned is certified as an Airport Concession Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black ☐ Hispanic ☐ Women ☐ Other (Please Specify) _____
- ☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier ☐ Joint Venture

The undersigned ACDBE firm is prepared to perform the following described work in connection with the above-referenced contract (specify in detail the particular work and/or parts thereof to be performed):

The estimated value of the work is _____ % of Proposer's the total dollar value of all anticipated purchases of goods and services.

The undersigned will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____	_____ %	<input type="checkbox"/> ACDBE Certified
(Name of Subcontractor)	(Percentage of work subcontracted)	<input type="checkbox"/> Non-ACDBE
_____	_____ %	<input type="checkbox"/> ACDBE Certified
(Name of Subcontractor)	(Percentage of work subcontracted)	<input type="checkbox"/> Non-ACDBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned ACDBE firm understands that the provision of this form to the Proposer does not prevent the subcontractor from providing quotations to other proposers.

Printed Name of ACDBE Firm

By: _____
Signature

Date: _____

***This form must be submitted for each ACDBE firm listed on Schedule 1, "List of Proposed ACDBE Firms".**

APPENDIX "D"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

ACDBE SCHEDULE 3

APPENDIX "D"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT - RFP NO. PB 24-4

SCHEDULE 3 - DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE ACDBE GOAL

Name of Proposer: _____

The Airport Concession Disadvantaged Business Enterprise (ACDBE) goal for this Agreement is:

Ten Percent (10%) of the gross revenues

The undersigned proposer intends to satisfy the requirements of the RFP related to ACDBE participation in the following manner:

Check (✓) applicable box and fill in blank(s) below:

- ☐ Proposer commits to achieving or exceeding the ACDBE goal. Proposer's ACDBE commitment will be determined by Schedule 1, List of ACDBEs, and the Schedule 2, Letter of Intent submitted by each ACDBE firm. The percentages in Schedule 1 must equal the percentages listed on each Schedule 2.
- ☐ If **proposer has determined that proposer will be unable to meet the ACDBE goal** established for this solicitation, proposer commits to a minimum of _____ % ACDBE participation on this Agreement and will demonstrate its good faith efforts to achieve the established ACDBE goal.

By: _____
Signature

Print Name/Title: _____

Date: _____

The proposer must demonstrate that it has made good faith efforts to achieve participation with ACDBE firms. This requires that the proposer show that it took all necessary and reasonable steps to secure participation by certified ACDBE firms. Mere pro forma efforts will not be considered as a good faith effort. In addition, the ability or desire of the proposer to perform the work with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Efforts, such as sending blanket faxes or e-mail messages, to all ACDBE firms alone shall not be considered a good faith effort. In determining whether a proposer has made good faith efforts, the Department may take into account the performance of other proposers in meeting the ACDBE goal. Actions constituting evidence of good faith efforts are described in more detail in Appendix A to Title 49, Code of Federal Regulations, Part 26. The following actions by proposers are generally considered a sign of good faith effort. This list is not exclusive or exhaustive, but should be used as a guide in determining good faith.

1. Advertisement in general circulation, trade association and minority focus media concerning ACDBE subcontracting opportunities.
2. Written notice to ACDBE firms allowing sufficient time for reply.
3. Following up with ACDBE firms after initial solicitation.
3. Selecting of portions of work likely to be performed by ACDBE firms.
4. Providing ACDBE firms with adequate information for proposing.
5. Negotiation with interested ACDBE firms.
6. Assisting interested ACDBE firms with bonding, insurance or credit.
7. Working with minority contractor groups and minority business assistance offices to identify available ACDBE firms.

IN THE EVENT PROPOSER HAS DETERMINED THAT IT WILL BE UNABLE TO MEET ACDBE GOAL, WRITTEN DOCUMENTATION DEMONSTRATING PROPOSER'S GOOD FAITH EFFORTS TO ACHIEVE THE ACDBE PARTICIPATION GOAL SHALL BE PROVIDED TO THE COUNTY. FAILURE TO PROVIDE THE REQUESTED DOCUMENTATION SHALL RESULT IN THE RFP BEING DETERMINED NONRESPONSIVE TO THE ACDBE REQUIREMENTS.

1. **CONTACT LOG.** The proposer should provide a contact log with Schedule 3 that contains the following information: (1) the name of each ACDBE firm contacted, (2) the initial date each ACDBE firm was solicited, (3) how each ACDBE firm was solicited (i.e., correspondence, e-mail, fax, telephone, etc...), (4) dates of follow up efforts; (5) a summary of the follow up efforts (i.e., correspondence, e-mail, fax, telephone conversations, meetings, etc...), and (6) the general results of the proposer's efforts. The efforts employed by the proposer must be those that one could reasonably expect the proposer to take if the proposer were actively and aggressively trying to obtain ACDBE participation to meet the goal. Direct communication is the most effective means of securing ACDBE participation. The proposer may use the contact log form attached to Schedule 3 or may provide a separate contact log with the information required by this paragraph. The contact log is utilized to assist the County in determining the quality, quantity and intensity of the efforts made by each of proposer to achieve the ACDBE goal.
 - A. The proposer should provide backup documentation supporting the statements contained in the contact log, including copies of solicitation letters, e-mails, faxes, and telephone logs, with Schedule 3; however, supporting documentation shall not be accepted in lieu of a contact log. The County may request copies of supporting documentation listed in the contact log to clarify information included in the contact log if not included or incomplete. It shall be the responsibility of the proposer to submit the requested information within the timeframe specified by the County (normally within two (2) business days). Failure of the proposer to provide the requested information within the timeframe specified by the County shall cause the proposal submitted by the proposer to be nonresponsive to the RFP.
 - B. Follow up efforts will be considered in determining good faith efforts as such efforts are relevant to the quality and intensity of the efforts made by the proposer. The contact log should detail the efforts the proposer took to follow up with ACDBE firms following initial solicitation efforts. Follow up efforts should be tracked and documented, including the name of individuals contacted with each ACDBE firm and the relevant contact information. Blanket e-mails or mailings to ACDBE firms alone are not sufficient to satisfy good faith efforts. Failing to make reasonable follow up efforts raises the question of whether the proposer made good faith efforts.
 - C. ACDBE firms listed in the contact log may be contacted by the County to verify information contained in the contact log. Failure to provide information that is accurate in all material respects shall cause the proposal submitted by the proposer to be nonresponsive.
2. **ADVERTISING.** The proposer shall list all advertisements soliciting ACDBE participation below. Proof of publication or copies of advertisements should be provided with Schedule 3. Advertising in minority/women publications and through minority/women organizations and business assistance offices in addition to traditional newspaper advertising may increase the likelihood the ACDBE goal will be achieved and is strongly encouraged. Advertising alone is not sufficient to satisfy good faith efforts; however, advertising in conjunction with other efforts will be considered further evidence in support of a finding of good faith efforts; provided that such efforts are targeted to increasing participation by ACDBE firms.

Name of Publication/Website/Newsletter	Publication Date(s)

3. **ACDBE WORK CATEGORIES.** Selecting portions of the work to be performed by ACDBE firms can increase the likelihood that the ACDBE goal will be achieved. This includes, where appropriate, breaking portions of the work into economically feasible units to facilitate ACDBE participation. The proposer shall detail specific categories made available to ACDBE firms and how ACDBE firms were solicited in each category below.

It is the proposer's responsibility to make a portion of the work available to ACDBE firms and to select those portions of the work and/or supplies needs consistent with available ACDBE firms to facilitate ACDBE participation. The ability or desire of the proposer to perform the work with its own organization shall not relieve the proposer of responsibility to make good faith efforts.

Selecting portions of work where few or no ACDBE firms are available to perform the work, selecting categories that are not included in the Agreement or limiting the categories of work to those that will not cumulatively result in achievement of the ACDBE goal raises the question of whether the proposer made good faith efforts.

North American Industrial Classification System (NAICS) Category	Number of ACDBE Firms Contacted in Each Category
485310 – Taxi Services	12 firms

4. **QUALIFICATIONS.** The proposer shall provide a list of ACDBE firms that the proposer deemed unqualified, if any, and an explanation for the conclusion reached. An ACDBE firm's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations are not legitimate reasons for rejecting an ACDBE firm.

Name of ACDBE Firm	Explanation

*Additional sheets may be added as necessary.

- [illegible]

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ACDBE CONTACT LOG

Proposer Name: _____

[illegible]

Proposer Name: _____

[illegible]

APPENDIX "E"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

DRUG-FREE WORKPLACE CERTIFICATION

APPENDIX "E"
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT - RFP NO. PB 24-4

DRUG FREE WORKPLACE CERTIFICATION

The undersigned proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- (5) Notifying Palm Beach County government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

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- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Proposer Signature)

(Print Proposer Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____ as _____
(Name of person who's signature is being notarized) (Title)

of _____ known to me to be the person described herein, or
(Name of Company)

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

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

APPENDIX “F”
ON-DEMAND GROUND TRANSPORTATION CONCESSION AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO. PB 24-4

PROPOSAL SUBMITTAL CHECKLIST

APPENDIX “F”
ON-DEMAND GROUND TRANSPORTATION MANAGEMENT AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT
RFP NO.PB 24-4

PROPOSAL SUBMITTAL CHECKLIST

Proposal Documents and Information

- ___ **Letter of Transmittal**
- ___ **Table of Contents**
- ___ **Experience, Qualifications and Financial Information (See Section 3.2)**
 - ___ Description of Business Organization
 - ___ History of Company
 - ___ Prior Ground Transportation Experience
 - ___ Experience of Proposer/Senior Management
 - ___ Ability to Obtain Insurance
 - ___ Report of Accidents
 - ___ Required Licenses/Permits
 - ___ Legal/Contractual History
 - ___ Financial Information/Business Stability
 - ___ References

- ___ **Project Approach (See Section 3.3)**
 - ___ Organizational Chart
 - ___ Experience of Local Managers & Supervisors
 - ___ List of Proposed Subcontractors
 - ___ Operational Plan
 - ___ Inventory of Vehicles
 - ___ Maintenance Plan
 - ___ Sustainability Initiatives
 - ___ Innovations

Required Appendices & Proposal Guarantee

- ___ Proposal Response Form (Appendix “A”) - Signed & Sealed or Notarized
- ___ Schedule 1 – List of Proposed ACDBE Firms (Appendix “B”)
- ___ Schedule 2 – Letter(s) of Intent to Perform as ACDBE (Appendix “C”)
- ___ Schedule 3 – Demonstration of Good Faith Efforts (Appendix “D”)
- ___ Drug Free Workplace Certification (Appendix “E”)
- ___ Proposal Guarantee (\$5,000.00) (See Section 3.6)
- ___ Documents Executed in Accordance with the Requirements of the RFP

Proposers are not required to complete or return this checklist. Proposers are advised to verify that all forms are completed correctly, including PDF document forms, and that all required forms are properly executed, sealed and/or notarized where applicable. This checklist is provided solely as a reference for proposers and is not intended to be relied upon as the only information and documentation necessary to submit a responsive proposal to this RFP. This checklist does not, in any way, substitute or replace the requirements of the RFP. In the event of a conflict between this checklist and the RFP, the terms, conditions and requirements of the RFP shall control.