

AFFIDAVIT OF LIMITED LIABILITY COMPANY

PROVINCE OF ONTARIO / CANADA

REGION OF WATERLOO

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Manager of ReserTrac, LLC, a Florida limited liability company, a limited liability company organized and existing under the laws of the State of Florida ("Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a manager managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Contract for Ground Transportation Management System Software Services and Support between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Karim Fathi
[sign name]

Karim Fathi, Individually and as
[print name]
[select one: Manager or ~~Member~~]

Sworn to (or affirmed) and subscribed before me by means of [select one] physical presence -OR- online notarization, this 9th day of July, 2021, by Karim Fathi,
[name of person making statement]

[select one] Manager/~~Member~~ of Resertrac, LLC
[company name]

_____, on behalf of the Company, who [select one] is personally known to me ~~-OR-~~ produced _____, as identification and who did take an oath.

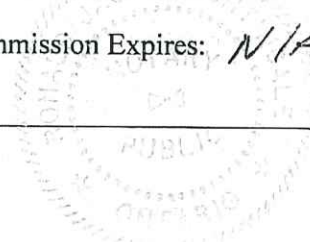
R. Nightingale
Notary Signature

Ronald J. Nightingale
Print Notary Name

NOTARY PUBLIC

State of Ontario, Canada at large
Province

My Commission Expires: N/A



**CONTRACT FOR
GROUND TRANSPORTATION MANAGEMENT SYSTEM
SOFTWARE SERVICES AND SUPPORT**

This Contract for Ground Transportation Management System Software Services and Support (“Contract”) is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (“County”), and ReserTrac, LLC, a Florida limited liability company (“Contractor”), whose mailing address is 777 South Flagler Drive, Suite 800, West Tower, West Palm Beach, FL 33401.

In consideration of the mutual promises contained herein, County and Contractor agree as follows:

ARTICLE 1 - SERVICES

Contractor shall provide County with access to its proprietary Ground Transportation Management System Software (“RT Dispatch” or “GTMS”), which shall be delivered to County by Contractor using a “Software as a Service” licensing model, for the purpose of dispatching, managing and charging commercial vehicle operators (“CVOs”) operating at the Palm Beach International Airport (“PBI” or “Airport”), including CVOs operating on a pre-arranged and on-demand basis (“Base Services”). RT Dispatch shall, at a minimum, be capable of queueing and dispatching vehicles to designated pick-up areas in real time utilizing a mobile application that is compatible with Android and iOS devices; tracking and recording ground transportation trips; reporting ground transportation trips by mode of transportation; providing accurate reporting of trips; and collecting and accounting for per trip fees owed and/or paid by CVOs at intervals acceptable to County. Upon County’s prior written request, Contractor shall provide County with access to its Transportation Network Company (TNC) application programming interface, which provides for the tracking and reporting of TNC trips (“Optional TNC Services”). Contractor acknowledges and agrees that it may be necessary to make modifications or adjustments to RT Dispatch to ensure compatibility with PBI’s ground transportation operations and agrees to provide to County all user and administrator training, support and maintenance services necessary to ensure the successful deployment and continuous functionality of RT Dispatch at PBI throughout the term of this Contract. The Base Services and Optional TNC Services (hereinafter collectively the “Services”) to be performed by Contractor hereunder are more specifically set forth in the Scope of Work/Services, attached hereto and incorporated herein as Exhibit “A”.

County’s representative/liaison during the performance of this Contract shall be the Deputy Director of Airports – Real Estate and Concessions, Palm Beach County Department of Airports, 846 Palm Beach International Airport, telephone no. 561-471-7429.

Contractor’s representative/liaison during the performance of this Contract shall be Pavel Stoev, telephone no. 305-335-1795.

ARTICLE 2 – PERIOD OF PERFORMANCE

The period of performance for Contractor’s Services shall commence on September 1, 2021 (“Commencement Date”), and terminate on September 30, 2022 (“Primary Term”). County shall have the option to renew this Contract for up to four (4) additional one (1) year periods (October 1 – September 30) (each a “Renewal Term”).

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by County for the Services performed by Contractor during the Primary Term and each Renewal Term shall not exceed the Total Annual Not to Exceed Amount set forth in the Schedule of Fees, attached hereto and incorporated herein as Exhibit “B”. All amounts paid by County hereunder shall be paid by County on a monthly basis as provided in the Schedule of Fees.
- B. Contractor shall invoice County on a monthly basis for Services performed in the preceding month in accordance with the Schedule of Fees. Invoices received from Contractor pursuant to this Contract will be reviewed and approved by County’s representative, to verify that Services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following County representative’s approval.
- C. Final Invoice: In order for both parties herein to close their books and records, Contractor will clearly state “Final Invoice” on Contractor’s final/last billing to County. This shall constitute Contractor’s certification that all Services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by Contractor.
- D. 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 Contractor intends to use subcontractors, Contractor must also ensure that all subcontractors are registered as contractors 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 Contractor and all of its subcontractors are registered in VSS.
- E. Liquidated Damages; Setoff. Contractor acknowledges the importance of delivering the GTMS in accordance with the specific standards, schedules, timeframes and deadlines established in the Scope of Work/Services. The parties acknowledge and agree that a default by Contractor, or failure of the GTMS to perform, or to perform within the timeframes as set forth in this Contract and the Scope of Work/Services will result in a material disruption to ground transportation services at the Airport, causing inconvenience to the public, and negatively impact the Airport’s reputation and the quality of ground transportation services at the Airport. The parties agree that liquidated damages are reasonable estimates of the damages that would be incurred for specified breaches, and Contractor agrees to pay to

County liquidated damages in accordance with this Section upon the occurrence of a specified breach and upon demand by County's Department of Airports ("Department"). Liquidated damages shall be due by Contractor to County in the event of a significant delay in delivery of the GTMS or a critical component or feature thereof; or in the event of an Outage Event (as hereinafter defined), that County determines, in its sole and absolute discretion, results in a significant disruption of service to CVOs or passengers at the Airport. For purposes of this Article, an "Outage Event" shall mean a complete GTMS system outage resulting in GTMS not being available for clients' connectivity, including CVOs and County; provided, however, outages of County's network and/or a global outage of IBM data centers, affecting both data centers where GTMS is hosted and/or outages of cellular networks serving CVOs are expressly excluded from the definition of an Outage Event. Liquidated damages shall be paid by Contractor to County for each day that Services are impacted by such event, in the amount of three (3) times the daily cost, to be calculated based on a 30 day month, at the then-current monthly rate for such Services, as detailed in the Schedule of Fees. Such liquidated damages shall be limited to County's setoff of amounts otherwise due by County to Contractor, up to the full amount of payment otherwise owed by County to Contractor. The liquidated damages set forth herein are not intended to be a penalty, but a reasonable measure of damages based upon the parties' experience in the operation of airport ground transportation management systems. The availability of liquidated damages shall not preclude County from exercising other remedies, such as termination of this Contract, due to default. Liquidated damages will not be assessed for circumstances that Contractor demonstrates to the satisfaction of the Department are beyond the reasonable control of the Contractor or its employees, or for temporary, Department-approved disruptions or delays which may be necessary to upgrade the GTMS and/or Services.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. County shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by Contractor for default upon ninety (90) days' prior written notice to County in the event of substantial failure by County to perform in accordance with the terms of this Contract through no fault of Contractor. This Contract may also be terminated, in whole or in part, by County, with cause upon five (5) business days' written notice to Contractor or without cause upon ten (10) business days' written notice to Contractor.

Unless Contractor is in default of this Contract, Contractor shall be paid for Services rendered to County's satisfaction through the date of termination. After receipt of a termination notice from

County, except as otherwise directed by County, in writing, Contractor shall:

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

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in Contractor's key personnel must be made known to County's representative and written approval must be granted by County's representative before said change or substitution can become effective.

Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of Contractor's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. Contractor is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, Contractor shall promptly do so, subject to acceptance of the new subcontractor by County.

ARTICLE 8 - FEDERAL AND STATE TAX

County is exempt from payment of Florida State Sales and Use Taxes. County will sign an exemption certificate submitted by Contractor. Contractor shall not be exempted from paying

sales tax to its suppliers for materials used to fulfill contractual obligations with County, nor is Contractor authorized to use County's Tax Exemption Number in securing such materials. Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

County's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 – INSURANCE

Contractor shall maintain at its sole expense, in effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract. Contractor agrees to notify County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where permitted by the policy, coverage shall apply on a primary basis.

- A. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. Additional Insured Endorsement. The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.
- C. Workers' Compensation Insurance & Employer's Liability. Contractor shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- D. Professional Liability/Technology Errors & Omissions. Contractor shall maintain Technology Errors & Omissions, or equivalent Professional Liability insurance with coverage for cyber liability and security breach with a limit of liability not less than \$1,000,000 per occurrence, and \$1,000,000 per aggregate. For policies written on a "claims-made" basis, Contractor warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Contractor shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form.
- E. Waiver of Subrogation. Contractor hereby waives any and all rights of Subrogation against County, its officers, employees and agents 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, then Contractor 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 which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

- F. Certificates of Insurance. Upon each renewal of this Contract, within forty-eight (48) hours of a request by County, and upon expiration of any required coverage throughout the term of this Agreement, Contractor shall deliver to County or County's designated representative, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in effect. Certificates may be issued to:

Palm Beach County Board of County Commissioners
c/o Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
e-mail: properties@pbia.org

- G. Right to Revise or Reject. County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

Contractor shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of Contractor.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither County nor Contractor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach

County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of County and/or Contractor.

ARTICLE 14 - CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes (“F.S.”), and the Palm Beach County Code of Ethics. Contractor further represents that no person having any such conflict of interest shall be employed for said performance of Services.

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

ARTICLE 15 - EXCUSABLE DELAYS

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

Upon Contractor’s request, County shall consider the facts and extent of any failure to perform the work and, if Contractor’s failure to perform was without it or its subcontractors fault or negligence, and/or any other affected provision of this Contract shall be revised accordingly, subject to County’s rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Contractor shall deliver to County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for County under this Contract, but excluding Contractor's proprietary source code.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by County or at its expense will be kept confidential by Contractor and will not be disclosed to any other party, directly or indirectly, without County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at County's expense shall be and remain County's property and may be reproduced and reused at the discretion of County.

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Contractor does not have the power or authority to bind County in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Contract and that it has

not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

- A. Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Contractor's place of business.
- B. 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 Contractor, 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, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

- A. Nondiscrimination 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 R2017-1770, as may be amended, Contractor warrants and represents that throughout the term of the Contract, 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 Contract.

As a condition of entering into this Contract, Contractor represents and warrants that it will comply with County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, Contractor shall not discriminate 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 in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful

efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in County's relevant marketplace in Palm Beach County. Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor shall include this language in its subcontracts.

- B. Federal Nondiscrimination Covenants. Contractor shall comply with all applicable requirements of the Federal Nondiscrimination Requirements set forth in Exhibit "C".

ARTICLE 22 - AUTHORITY TO PRACTICE

Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to County's representative upon request.

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, F.S., by entering into this Contract or performing any work in furtherance hereof, Contractor certifies that it, its affiliates, suppliers, subcontractors and contractors 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 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), F.S.

ARTICLE 25 - MODIFICATIONS OF WORK

County reserves the right to make changes in Scope of Work/Services, including alterations, reductions therein or additions thereto including software modifications or to incorporate capabilities not included in the Scope of Work/Services, or to purchase or install equipment to enhance County's operation of the system ("Additional Services"). Upon receipt by Contractor of County's notification of a request for Additional Services, Contractor shall, in writing: (1) provide a detailed estimate of the cost for the Additional Services; (2) notify County of any estimated change in the completion date; and (3) advise County if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract.

If County so instructs in writing, Contractor shall suspend work on that portion of the Scope of Work/Services affected by a contemplated change, pending County's decision to proceed with the change. If County elects to make the change, County shall initiate a contract amendment and

Contractor shall not commence work on any such change until such written amendment is signed by Contractor and approved and executed on behalf of County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to County, notices shall be addressed to:

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

With copy to:

Palm Beach County Attorney's Office
Attn: Airport Attorney
301 North Olive Ave.
West Palm Beach, FL 33401

If sent to Contractor, notices shall be addressed to:

ReserTrac, LLC
777 South Flagler Drive
Suite 800, West Tower
West Palm Beach, FL 33401

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

County and Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

Contractor, Contractor's employees, subcontractors of Contractor and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, Contractor acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by County.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing County department will contact the contractor(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the contract and return them to County. If Contractor or its subcontractor(s) terminates an employee who has been issued a badge, Contractor must notify County within two (2) hours. At the time of termination, Contractor shall retrieve the badge and shall return it to County in a timely manner. Contractor shall be responsible for the cost of any lost or non-returned badge.

County reserves the right to suspend Contractor if Contractor: (1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; (2) does not contact County regarding a terminated Contractor employee or subcontractor employee within the stated time; or (3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

Contractor shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein, to include those applicable to conflict of interest and collusion. Contractor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of County.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 215.473 or is engaged in business operations in Cuba or Syria.
- C. If County determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by County to perform Services as provided under this Contract.
- B. Upon request from County's Custodian of Public Records, provide 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. Contractor 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 Contract, if Contractor does not transfer the records to the public agency.
- D. Upon completion of this Contract, Contractor shall transfer, at no cost to County, all public records in possession of Contractor unless notified by County's representative/liaison, on behalf of County's Custodian of Public Records, to keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor must be provided to County, upon request of 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 Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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. Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. County may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless County provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

Contractor warrants and represents that it is in compliance with Section 448.095, F.S., as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S., as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

County shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), F.S., as may be amended. If County has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), F.S., as may be amended, County shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor. If County terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by County as a result of the termination.

(Remainder of Page Intentionally Left Blank)

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

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

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: *Zou Louisa Burke*
Department Director

WITNESS:

CONTRACTOR:
RESERTRAC, LLC

Rahim Atabakhsh
Signature

Karim Fathi
Signature

Rahim Atabakhsh
Name (type or print)

Karim Fathi
Typed Name

A. Sedghi
Signature

MGRM
Title

Azar Sedghi-Elherd
Name (type or print)

(SEAL)

EXHIBIT "A"
SCOPE OF WORK / SERVICES

During the term of this Contract, Contractor shall deploy, integrate and support a Ground Transportation Management System (GTMS) software known as RT Dispatch to track, record and report ground transportation trips by commercial vehicle operators (CVOs) including On-Demand, Pre-arranged and Transportation Network Companies (TNCs) at the Palm Beach International Airport (PBI) and provide other related services as may be requested by Palm Beach County's (County) Department of Airports (DOA) as detailed below. The GTMS shall have, at a minimum, capabilities and features as outlined below.

Contractor's services and obligations shall be subject to conditions and limitations listed herein. For purposes of this Scope of Work/Services, the term "County" shall include County's employees, contractors and agents. County shall support the enrollment of CVOs, including identifying information required of CVOs for registration, and registration information data entry. County shall facilitate local CVO participation in the system, including CVO adherence to business rules of the system and CVO agreement to the RT Dispatch Terms of Service and Privacy Policy, attached hereto and incorporated herein as Exhibit "A-1" (RT Dispatch Terms of Service/Privacy Policy; hereinafter referred to as "Terms of Service"). County acknowledges and agrees that as a condition of using the RT Dispatch software, CVOs shall be required to agree to the Terms of Service, which may be updated by Contractor from time to time upon notification to participating CVOs. 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. Contractor acknowledges the Terms of Service does not modify or supersede this Contract. County shall not be subject to the Terms of Service, or any modification thereto.

Additional descriptions of the capabilities and functions of the RT Dispatch system are included in a proposal delivered by Contractor to County dated April 9, 2021, attached hereto as Exhibit "A-2" and incorporated herein by reference (Proposal). In the event of any conflict between this Scope of Work/Services and the Proposal, this Scope of Work/Services shall prevail.

- a. The GTMS shall be capable of queueing CVOs off-airport without need for a fixed staging or holding area, and dispatching On-Demand CVOs to designated pick-up areas at PBI in real time utilizing a mobile application that is compatible with Android and iOS devices; tracking and recording ground transportation trips; reporting ground transportation trips by mode of transportation; providing accurate reporting of trips; and facilitate the collection and accounting of per trip fees owed and/or paid by CVOs at intervals acceptable to County.
- b. The GTMS software shall be delivered using Software as a Service approach, not requiring traditional hardware installation (except as specified by County for operation, such as gate operations) and be fully hosted in a private cloud environment with Active – Active data centers.
- c. The GTMS shall have a customizable administrative user interface (UI) or dashboard for management of users and trip and revenue tracking and shall be capable of developing customizable reports. Contractor shall connect County-provided workstations, laptops or tablets to the GTMS administrative UI/dashboard.
- d. The GTMS shall have customizable CVO UI/dashboard features for application/on-boarding and data upload, vehicle management, trip scheduling and management, and general account management, including ability to create stored-value accounts for trip-payment.
- e. The GTMS shall issue a unique code (permit) for each permitted/dispatched CVO trip with capability for both automated and manual trip-validation.

- f. The GTMS shall be optimized to track and report an average of 120,000 annual total On-Demand and Pre-arranged CVO trips, with up to 500 vehicles registered in the system and up to 2,000 drivers registered in the system.
- g. The GTMS shall be optimized to track up to 100 concurrent active On-Demand CVOs and allow up to an additional 100 concurrent active vehicles in a bursting (peak period) mode several times a month.
- h. The GTMS shall have an administrative interface to audit and validate Pre-arranged trips/permits and shall provide up to three (3) text/SMS notifications per trip/permit.
- i. The GTMS shall have defined geofence/geolocation zones as established and updated by County from time to time, including zones for off-airport pre-staging and queueing, loading-area operations (including gate function), vehicle summoning, short-trip definitions (enabling queue re-entry following short trips), On-Demand supply/replenishment, trip and vehicle registration, and trip/permit tracking and reporting. At least one such geofence boundary should be established capable of prohibiting CVOs from staging, loitering or parking within geofence boundaries until summoned. Contractor and County shall coordinate to establish geolocation boundaries as a geofence polygon, configured to best enclose PBI's roadways, to track and record Pre-arranged CVO trips made using parking facilities.
- j. The GTMS shall be optimized to provide secondary trip-validation and to operate County-provided loop-access gates using automated license plate readers (LPR) or a QR (Quick Response) sticker displayed on the exterior of active CVOs, and shall be capable to accepting manual input from a printed or mobile-display QR code. Contractor shall provide a sufficient supply of QR stickers to track the active fleet of CVOs. County shall integrate use of exterior QR stickers by CVOs in the defined GTMS user-guidelines.
- k. The GTMS shall have customizable systems for On-Demand CVO queueing, rotation, curbside thresholds and supply replenishment, all adaptable with input from artificial intelligence (AI) learning, flight schedules, or manual-input capability. GTMS shall have a user interface to manually summon vehicles (On-Demand and Pre-arranged), verify and count trips and run reports. GTMS shall be capable of prioritizing the rotation or dispatch of County-designated or contracted-CVO operators, or to summon CVOs by type (taxi, luxury sedan, van) or with specified attributes such as ADA-equipment, passenger capacity, hybrid, etc.
- l. The GTMS shall integrate with an encrypted and PCI-compliant application-based credit card payment gateway that enables registered CVOs to establish prepaid accounts for payment of permits/trips. The payment system shall be capable of integrating with County's designated vendor/payment service, provided such service is functionally similar to Contractor's standard configuration for payment service, enabling payments made under the app to be transferred directly to County's bank account by the vendor/payment service. County's designated vendor/payment service provider shall have the capability and interface enabling County to research transactions, process credits, reverse transactions/trips/permits or issue refunds directly back to a user's credit card. The GTMS shall include accounting functions identifying user payments, charges and balances of individual users and voiding of trips, as well as refunding stored value amounts.
- m. The GTMS shall be capable of operating on mobile devices and data plans to be provided by participating CVOs and/or County. Minimum version 10 of Android OS and version 12 of iOS shall be required for mobile devices. Unless otherwise approved by written business policy rules, CVOs performing On-Demand service shall be equipped with devices fixed inside the vehicle. County shall develop business rules that encourage non-TNC CVOs to utilize QR stickers on the vehicle exterior.

- n. Contractor shall designate a Project Manager (lead person) for this Contract. The Project Manager shall have direct and primary responsibility for Contractor's services to County. DOA shall have the right to approve the Project Manager, including any substitution of the Project Manager.
- o. Contractor shall consult with DOA staff to develop strategies and resolve challenges for ground transportation management at PBI utilizing a virtual environment.
- p. Contractor shall develop, configure and execute appropriate business logic and operational rules and processes for implementation of the GTMS for CVOs at PBI, including: On-Demand and Pre-arranged, as well as Transportation Network Companies (TNCs) (if Optional TNC Services are elected by County). Contractor shall continually evaluate the GTMS in consultation with DOA and implement adjustments as needed to optimize performance.
- q. Within sixty (60) days of the Commencement Date, Contractor shall provide up to four (4) LPR cameras and up to four (4) barcode / QR fixed scanners, and integrate their use in the GTMS for secondary trip-tracking and/or gate operations (up to four (4) gates to be controlled). County shall install and connect LPR cameras and scanners to County-provided 110V AC power source and network interface capable of connecting to Contractor's cloud environment with 1 Gbps network speed. LPR camera and scanner locations shall be coordinated by Contractor and County. County shall install interfaces to gate arm controls as described in Exhibit "A-3", and County shall be responsible to resolve any 3rd party gate arm interface access costs or restrictions. Contractor's integration shall be functional within ten (10) days following completion of County's providing of connections as provided herein.
- r. Contractor shall provide support for the GTMS deemed necessary by County to implement, configure, customize or manage the system, through telephone, e-mail, or remotely. County shall operate the GTMS software pursuant to Contractor's instructions and provide initial troubleshooting when reporting issues to Contractor's support desk.
- s. Contractor shall provide complete system training, including training on running customized (allowing various data filters) reports, to County. User training for On-Demand and Pre-Arranged CVOs shall be available concurrent with implementation of the GTMS for those participants. Training for CVOs shall include online instruction as well as video. Hard copies of training materials shall not be required, however, County shall have the ability to print a comprehensive instruction/training booklet. Users shall have the ability to print hard copy versions of training materials.

Testing and Delivery of the GTMS:

- t. A test version of the GTMS, capable of supporting not less than forty (40) On-Demand CVO vehicles, shall be operational not less than thirty (30) days following the Commencement Date. The test version shall have functionality of the key GTMS features, except those related to operation of gates by LPR, and payments by CVOs. Full functionality of the GTMS for On-Demand service shall be completed not less than sixty (60) days following the Commencement Date.
- u. A test version of the GTMS, with functionality of the key GTMS features for Pre-arranged service, except those related to payment-acceptance/billing, shall be operational not less than sixty (60) days following the Commencement Date. Full functionality of the GTMS for Pre-arranged service shall be completed not less than seventy-five (75) days following the Commencement Date.
- v. No later than September 1 of each year throughout the Term, Contractor shall meet, in-person or virtually, to review performance of the GTMS for the prior year and to evaluate the efficiency and operation in order to discuss recommended changes.

- w. Unless otherwise approved by County, initial GTMS training, and training for additional or modified GTMS features shall be available for distribution to County and CVO participants concurrent with delivery of the initial GTMS system, or in the case of additional/modified features, concurrent with delivery of such features.

Optional TNC Services:

The following shall apply in the event County provides written notification to Contractor to provide County with access to its TNC Application Programming Interface:

- x. Contractor shall coordinate directly with each TNC operating at PBI to identify and integrate necessary interface and technology requirements to integrate data reporting by each TNC in the GTMS. Contractor shall not be responsible under this Contract for payment to TNCs for any "reporting fees" or "integration fees".
- y. The GTMS shall be optimized to track and report on an average of approximately 360,000 annual total TNC trips in real-time based on data provided by each TNC, to include: driver and vehicle information; whether a TNC trip is a passenger drop-off or pick-up, or whether a driver is reported as "transiting" and not currently engaging in a trip; as well as the location of each reported event.
- z. Payment by County to Contractor for Optional TNC Services shall commence upon deployment of the Optional TNC Services in the GTMS, in accordance with the Schedule of Fees (Exhibit "B" to the Contract).

TERMS OF USE

Resertrac Inc. or the "Company" (together with its agents, affiliates and subsidiaries, "we", "us", "our" and terms of similar meaning) provides this software (meaning the RT Dispatch software and all of its components) along with the supporting mobile application(s) or "App", and website or web portal, for use in combination, to you subject to these terms of use (these "Terms"). In these terms we describe users ("Users") of the Software as those with accounts registered in the RT Dispatch system.

Please read these Terms carefully before using the Software. By accessing, or using the Software you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Software and may choose to exit the Software.

The Company reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline of the Software, at any time and at its sole discretion. If we do so, we will post a notification within the messaging section of the "RT Dispatch" mobile app and update the Terms and Conditions posted on the Resertrac Inc. corporate website.

Licence

1. Under this Agreement the Company grants to the User (the "Licensee") a limited, revocable, non-exclusive, non-sub-licensable, and non-transferable licence (the "Licence") to use the Software and its related Services and to view, copy and print the portions of the "Documentation" available to you for its support.
2. "Software" includes the executable computer programs, mobile apps, web site or web-based portal we provide for installation on your device as part of your Subscription or to use with the Service to enable certain functionality.
3. "Documentation" includes any related printed, electronic, and online documentation and any other files that may accompany the product.
4. The Services we provide through the Software, including access to the RT Dispatch System and or Dispatch Queue Monitoring service are for your own use only. You may not resell, lease, or provide them in any other way to anyone else.
5. There are no third-party beneficiaries to this agreement.
6. If you register for an account for use with the Software, you agree to:
 - a. Apply for and Maintain license and account with the local authorities for their Ground Transportation Management system (the "GTMS") and as required by local laws and regulations.
 - b. Provide accurate, current, and complete information as may be prompted by any registration forms for the Software ("Registration Data"). As well as promptly update the Registration Data, and any other information you provide to the Software to keep it accurate, current, and complete.

- c. Maintain the security of your password. The User also agrees to notify the System operators immediately if you believe that your account or login information has been misused.
 - d. Accept all risks of unauthorized access to the Registration Data and any other information you provide to the Software. You are responsible for all activity on your Software account.
7. You represent and warrant that your use of the Software and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.
 8. The Software may contain links to third-party services ("Third-Party Services"), and third-party content ("Third-Party Content") as a service to those interested in this information. You use links to Third-Party Software, and any Third-Party Content or service provided there at your own risk. The Company does not monitor or have any control over, and makes no claim or representation regarding, Third-Party Services or Third-Party Content.
 9. All trademarks, registered trademarks, product names and company names or logos mentioned in the Software are the property of their respective owners. Reference to any products, services, processes, or other information (by trade name, trademark, manufacturer, supplier or otherwise) does not constitute or imply endorsement, sponsorship, or recommendation thereof by the Company.
 10. While the Company attempts to make your access to and use of the Software safe, the Company does not represent or warrant that the Software or any Content are free of viruses or other harmful components.
 11. You will use the software safely and accordance with the local rules, laws and guidelines.
 12. You acknowledge and accept that our software is not intended for active operation or active use while driving.

Limitation of Liability

13. IN ADDITION TO ANY OTHER LIMITATIONS IN THIS AGREEMENT, RESERTRAC's (TOGETHER WITH ITS AGENTS, AFFILIATES AND SUBSIDIARIES) TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF RT DISPATCH, WILL NOT EXCEED THE PRICE OF THE ONE TIME TRIP FEE YOU PAY TO LOCAL AUTHORITY. THIS LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR CONTRACT OR THIS AGREEMENT.

Purchasing Services

14. "Subscription" means enrolment for the "QNotify" Dispatch Queue Monitoring Service.

15. "Term" means the duration of a Subscription, here specified as any portion of 1 calendar month (e.g., January, February, March).
16. "Previews" means preview, beta, or other pre-release version or feature of the Software or Services offered by Resertrac to obtain customer feedback, and must be accepted "as-is", "with all faults", and "as-available". Previews may not be covered by customer support.
17. At the Company's discretion Previews may be made available to the User. The Company may change or discontinue Previews at any time without notice.
18. It is the Users responsibility to provide the details of a Credit Card that is in good standing to the Company prior to the commencement of the Services related to the "QNotify" app being provided.
19. Payments will be collected electronically via one time charge (or via recurring monthly charges in the case of an ongoing engagement) to the Credit Card provided by the User.
20. By accepting this agreement, the User is agreeing to commit in advance to the purchase of access and services related to a Subscription for the duration of the Term.
21. The price level may be based on the quantity or frequency of notifications requested by the User. Specific pricing of the services and tiers is displayed within the "QNotify" App. The level of Service provided is at the discretion of the User, and may be changed by the User within the App interface. The Company may make changes to these prices, with the User receiving notification within the QNotify App of any upcoming price changes.
22. Prices are inclusive of any taxes, unless otherwise specified.
23. The User may terminate a Subscription to Resertrac Queue Monitoring Service at any time; however, you must pay all amounts due and owing before the termination is effective. If the account is in good standing the current month will be considered the final Term for the purpose of the Subscription. Service will continue for the remainder of the Term, with no refunds either in full or in part to be provided.
24. We may suspend your use of the Online Services if:
 - a. It is reasonably needed to prevent unauthorized access to Customer Data.
 - b. You fail to respond to a claim of alleged infringement within a reasonable time.
 - c. You do not pay amounts due under this agreement.
 - d. You do not abide by the Terms and Conditions or you violate other terms of this agreement.

Limitation of Liability

25. The Company warrants and represents that it is the copyright holder of the Software. The Company warrants and represents that granting the licence to use this Software is not in violation of any other agreement, copyright, or applicable statute.
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26. The Software is provided by the Company and accepted by the User "as is". The Company will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the User arising out of the use or failure to use the Software.
27. The Company does not warrant that use of the Software will be uninterrupted or error-free. The User accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.
28. Any links contained in our Software may lead to external sites and are provided for convenience only. Any information or statements that appeared in these sites or app are not sponsored, endorsed, or otherwise approved by the Company. For these external sites, the Company cannot be held liable for the availability of, or the content located on or through it. Plus, any losses or damages occurred from using these contents or the internet generally.
29. The Software requires that the System has a stable cellular data connection and access to locational services like GPS. If the ability to access data via wireless networks or the Internet is compromised, the Software may become unable to deliver notifications in a complete, timely, or accurate manner. Interruptions to the Software's ability to deliver Notifications due to connectivity problems are no fault of the Company. Resertrac Inc. cannot accept any responsibility for any problems or losses which might occur under these circumstances.

Acceptance

30. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the User ("Acceptance") on installation of the Software.
31. Failure to comply with any of the terms under the Licence section will be considered a material breach of this Agreement.

User Support

32. "Technical Support" means the services provided by Resertrac Inc. or its representative to the User. The terms of this support may be modified from time-to-time hereafter, subject to notification within the release notes.
33. The User will be entitled to Technical Support for issues related the performance of the app, or for assistance or instructions related to its designed use between the hours of 9:00 AM to 5:00 PM Eastern, Monday through Friday, at no additional cost.
34. The User will be entitled to maintenance upgrades and bug fixes, at no additional cost, during the full duration of their Subscription Term as long as their account is kept in good standing.

Term

35. The term of this Agreement will begin on Acceptance and shall continue until terminated.

Termination

36. This Agreement will be terminated, and the Licence forfeited where the User has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the User will promptly delete the Software from any device under their control.

Force Majeure

37. The Company will be free of liability to the User where the Company is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Company has taken any and all appropriate action to mitigate such an event.

Governing Law

38. The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

Miscellaneous

39. This Agreement can only be modified in writing signed by both the Company and the User.
 40. This Agreement does not create or imply any relationship in agency or partnership between the Company and the User.
 41. Headings and or paragraph numbers are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
 42. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.
 43. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
 44. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Company's successors and assigns.
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Notices

45. All notices to the Company under this Agreement are to be provided at the following address:

Resertrac Inc.: 2680 Matheson Blvd East, Suite 102 Mississauga, Ontario, L4W 0A5

Privacy Policy

Resertrac Inc. or the "Company" (together with its agents, affiliates and subsidiaries, "we", "us", "our" and terms of similar meaning) is committed to maintaining the accuracy, confidentiality, and security of your personally identifiable information ("Personal Information"). As part of this commitment, our Privacy Policy governs our actions as they relate to the collection, use and disclosure of Personal Information. Our Privacy Policy is based upon the values set by the Canadian Standards Association's *Model Code for the Protection of Personal Information* and Canada's *Personal Information Protection and Electronic Documents Act*.

Information Collection and Use

We collect, use, and disclose Personal Information to provide you with the Product, via software or service, you have requested. While using our Product, we may require you to provide us with certain personal information, including, but not limited to: User's Name, User's License number, User's License Expiry Date, contact information such as Mobile number and/or Email address, and payment and/or credit card information. The information that we collect, as needed, and requested by our Partners, will be retained by us on their servers and used as described in this Privacy Policy.

"Software" includes the executable computer programs, apps, web site or web-based portal we provide for installation on your device as part of your Subscription or to use with the Vehicle Tracking/Dispatching Service to enable certain functionality. The Software collects location data via an App that is run on a tablet within each participating vehicle and the data is collected to enable vehicle dispatching by ensuring that the vehicle is within the required vicinity, and to help the system determine the queue position and availability of each vehicle even when the app is closed or not in use.

The app does use third party services that may collect information used to identify you. Please find links to the relevant parties Privacy Policy's below:

Google Play Services

<https://policies.google.com/privacy>

Apple iTunes

<https://www.apple.com/legal/privacy/>

Global Payments

<https://www.globalpaymentsinc>

The Greater Toronto Airports Authority (GTAA)

<https://www.torontopearson.com/en/privacy-policy>

Consent

Knowledge and consent are required for the collection, use or disclosure of Personal Information except where required or permitted by law. Providing us with your Personal Information is always your choice.

However, your decision not to provide certain information may limit our ability to provide you with our Products or Services. We will not require you to consent to the collection, use, or disclosure of information as a condition to the supply of a product or service, except as required to be able to supply the Product or Service.

Limiting Collection

The Personal Information collected will be limited to those details necessary for the purposes identified by us. With your consent, we may collect Personal Information from you in person, over the telephone or by corresponding with you via mail, facsimile, or the Internet.

Log Data

We want to inform you that whenever you use our or our Partners' Service(s), in a case of an error in the app we collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol ("IP") address, device Manufacturer's name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other relevant statistics.

Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.

This Service does not use these "cookies" explicitly. However, the app may use third party code and libraries that use "cookies" to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse those cookies, you may not be able to use some portions of the Service.

Service Providers

We may employ third-party companies and individuals due to the following reasons:

- To facilitate the Product or Service.
- To provide the Product or Service on our or our Partners' behalf.
- To perform Payment related services.
- To assist us in analyzing how our Product or Service is used.

We want to inform users of our Products or Services that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our, or our Partners' behalf. However, they are obligated not to disclose or use the information for any other purpose.

Security

Personal Information will be protected by security safeguards that are appropriate to the sensitivity level of the information. We take all reasonable precautions to protect your Personal Information from any loss or unauthorized use, access, or disclosure.

But remember, although we are committed to utilize cutting edge technologies to protect your information no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Links to Other Sites

These Products or Services may contain links to other sites. If you click on a third-party link, you will be directed to that site. Please note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over and assume no responsibility for the content, Privacy Policies, or practices of any third-party sites or services.

Children's Privacy

These Products or Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to take the necessary actions.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. Therefore, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately after they are posted on this page.

Contact Us

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us at: support@resertrac.com



**GROUND TRANSPORTATION MANAGEMENT SYSTEM
PILOT PROGRAM PROPOSAL**

APRIL 9, 2021



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1 EXECUTIVE SUMMARY

Thank you for the opportunity to present this proposal describing a Pilot Program to deploy, integrate and operate the Ground Transportation Management System software at Palm Beach Airport (PBI). Our Cloud-based, Mobile App-based Ground Transportation Management System (GTMS) software is innovative, effective and unique. The software will track, record and report on commercial vehicle activity at PBI airport covering the On-demand, Prearranged and Transportation Network Companies. The software will be delivered using Software-as-a-Service approach and does not require any hardware or software installation on PBI airport premises unless specifically requested. We are not aware of any other technology or software vendor able to provide the GTMS functionality described in this proposal.

Our GTMS 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 passenger service. Upon registration and approval by PBI, commercial vehicle operators (CVOs) will join virtual queue from their own devices via the app and will be tracked in near real-time as they drive through geofenced zones strategically configured at and around the airport. CVOs will be dispatched (directed via Mobile App notifications) between these geofence zones and to curbside for passenger pickup, as determined by the software based on demand. This approach allows airport 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 day-to-day business operations as they do not need to be in a physical queue.

Our GTMS solution, commonly referred to as RT Dispatch, was designed for Airports specifically and was built in close technical collaboration with the Toronto Pearson International Airport where it has been running in production operations since July 2020. The software is focused on airport operations and includes all the necessary configurations and rules 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. For the duration of the proposed Pilot Program, we will work with PBI to integrate and configure our GTMS software components in order to meet the needs and requirements associated with the Pilot Program. The GTMS will be further configured and customized to PBI specific needs and it will also accumulate, over time, all future features and improvements, as may be requested by our airport customers.

To our knowledge, there is no other similar software or systems vendor who is able to offer a cloud-based and mobile-based solution and which is already operating in production at a major airport. Most of the existing GTMS solutions rely on expensive and fixed Dedicated Short-Range Communication (DSRC) equipment to track vehicles at predetermined points (gates). Unlike existing GTMS vendors, our GTMS does not require installation of inductive loops, toll gantries, antennas, readers, CCTV cameras, cabinets, DSRC equipment and RFID tags at PBI Landside areas.

ReserTrac is fully enabled to deliver this proposed Pilot Program by applying our experience, since 2008, in building mobile software for Taxi/Limo operators, and by integrating our collaborative GTMS development engagement with Toronto Pearson International Airport (YYZ).

2 INTRODUCTION

ReserTrac's Ground Transportation Management Software (GTMS), also known as RT Dispatch, was designed and developed as a modular transportation services solution. It is built to provide real-time intelligence based operational support for all aspects of airport landside operations from the perspective of a landside manager, a driver, a fleet administrator (Commercial Vehicle Operator or Owner) and passenger. This includes, but is not limited to, on-demand and prearranged trips counting, reservations, dispatch, terminal real-time tracking, in-vehicle driver guidance & messaging, TNC trip logging and vehicle/driver/company onboarding workflow. The fully customizable solution allows organizations to pick and choose whichever features they desire for their specific needs.

ReserTrac has developed a complete suite of modular software to realize the functions of an Airport Ground Transportation Management System. The collection and integration of these modules is now referred to as RT Dispatch. In this proposed Pilot Program, we will work with PBI Landside staff to configure and integrate RT Dispatch with the existing business processes and rules. The complete technology suite allows for full automation of the fleet management, whether such fleet is contracted by an 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.

We propose to provide PBI with access to the following features of our software, delivered using the Software-as-a-Service method:

- Web-based Driver, Vehicle and Commercial Vehicle Operator On-Boarding and Permitting with self-service functionality.
- Web-based GTMS User Interface for Landside Administration and Configuration with Role-based access with near real-time CVO tracking on the map as well as historical route display.
- Vehicle Inspections, Driver Testing and Compliance Administration.
- In-Vehicle mobile app-based telematics for traditional on-demand Taxi/Limo vehicles.
- OBD-II microcomputer telematics for tracking of Shuttles and Busses, if requested.
- Digital permit solution with unique barcodes for one-time use Prearranged vehicles.
- Virtual vehicle queueing with flexible dispatch rules (default: First in First out - FIFO) and manual queue spot reservations. Vehicle queue sizes may be limited or allowed to grow and shrink as needed. Queue snapshot every 5 minute for past 24 hours.
- Vehicle QR sticker coding for Curbside Security enforcement or lookup by customer.
- 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 requested) deployment architecture.
- GTMS Flexible Business Process administration and configuration:
 - Just-in-Time dispatch
 - Flexible expired dispatch rules – send back to specific queue spot, send to end of line, set unavailable or lock account
 - Staging Zones and Curbside queues
 - Supply and Demand rules

- Vehicle Type and Rates rules
 - Violation rules – driver account lock, only one active session per driver
 - 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 on-demand Taxi and Limo fleets.
 - Prearranged trips permitting using one-time digital permit with unique barcode.
 - Secure, tokenized and encrypted system to vehicle communications.
 - Self-healing, anomaly detecting system for client-server communications.
 - Stored Value CVO/Driver accounts with PCI-compliant (Global Pay clearing house, but will require additional confirmation if another clearing house is used) payment processing integration for credit card, debit card, cash and voucher transactions. Regardless of clearing house used, Payment methods are not stored in the GTMS.
 - ALPR integration for additional curbside enforcement, if requested.
 - Integration with PropWorks, ID Badge printing, CVO/Driver permit printing (may require special printing hardware)
 - Full financial reconciliation and reporting on shift payments.
 - TNC reporting and Real-time (according to TNC terms of Use) TNC Dashboard via TNC approved application programming interface spec.
 - TNC compliance and billing using Digital Single/Multi use Permit solution (requires coordination with each TNC by PBI).
 - 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, if requested.
 - Access to all GTMS database data for Airport and APIs for 3rd party integrations (i.e., taxi dispatch software) – extra costs to 3rd parties may apply.

Additionally, we will provide the following project management, integration, consulting and system support services as part of the Pilot Program:

- Together with PBI Landside staff, determine and define the PBI Concept of Operations for RT Dispatch to be integrated into existing PBI Landside business processes and operations.
- We will assist with 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 Airport Landside office and ReserTrac.
- We will provide training sessions to PBI Landside staff and to Commercial Vehicle Operators on the use of RT Dispatch admin and driver features.
- We will not require use or deployment of existing DSRC hardware (AVI readers/tags).
- We will provide Project Management services associated with the performance of the Pilot Program, including meetings and reporting, deliverables tracking, tasks and schedule coordination.
- We will provide On-call RT Dispatch support to PBI Landside users and CVO/Drivers, after go live and for the duration of the Pilot Program.
- We will provide a Pilot Program close out report, reviewed during a close out meeting, where we will present and discuss lessons learned as well as will identify next steps.

3 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: Pavel Stoev, Lead Engineer and Project Manager

USA Representative's email and phone: pstoev@resertrac.com and +1 (305) 335-1795

Bio: P.Eng. M.Eng – over 16 years of System Engineering project delivery in the US/Canada covering the Airport, Transit and Transportation ITS markets.

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.

4 TECHNICAL DETAILS

This section of our proposal describes the technology components of RT Dispatch. We will work with PBI to integrate and configure these software components in order to meet the needs and requirements associated with the Pilot Program.

There is no need for a large holding lot with our GTMS solution – only a small staging zone is recommended, and even such may be pre-configured as several small distributed zones. PBI will designate an existing commercial vehicle staging area as the staging zone and we will examine and will provide our input towards GTMS software configuration to accommodate driving times, access to the staging zone and to generally support the PBI Landside business rules and procedures. The designated staging zone / area may be protected with an automatic gate. The gate may be opened by commercial vehicle operator using a pin code delivered to on-demand, prearranged or TNC driver via SMS, in-app or email. Although such functionality is not presently part of our software, we are prepared to design and integrate it into our GTMS provided that PBI supplies and installs verified hardware.

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.

Since Drivers will be using a mobile app, they will be regularly updated with In-App Dispatch notifications (SMS/Robocall also supported). Such periodic notifications will update the driver's current queue assignment, estimated time for a passenger 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.



To participate in the GTMS commercial activity, CVOs and Drivers need to download the RT Dispatch mobile app, install, accept and agree to Terms of Use / Privacy policy (see Appendix A for sample). They will need to register with the system using the app and online at the self-service portal. It is assumed CVOs and Drivers already have a smartphone and we do not propose to provide one as part of this Pilot Program. RT Dispatch mobile app handles compliance, dispatch and tracking functions of the GTMS. 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. Web-based portal (not part of the app) handles all registration, account management/payment and onboarding for CVO and their drivers.

Alternatively, to an app, an OBD-II 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 for extra layer of tracking and receive dispatch commands via App.

TNCs are integrated using TNC approved data ReserTrac has signed data reporting Uber and Lyft. However, both Lyft and Uber will a new Airport specific agreement. Under this required to “pass on” certain terms and onto the Airport. Also, we may be required to reporting fee” which is presently not included in



interface exchange – agreements with both require ReserTrac to sign agreement we may be conditions from the TNC pay a regular “data our financial proposal.



The business rules enforcement 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 PBI Airport Landside operations to facilitate the communication and adoption of the system components by existing and future Commercial Vehicle Operators. The GTMS equipment will create new opportunities for Airport Landside operations to explore for a multiplied commercial effect, for example: Passenger marketing, Curbside monetization, Driver contact tracing, direct customer marketing engagement, etc.

The following sections describe the proposed components of the Pilot Program GTMS.

4.1 Solution Components

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

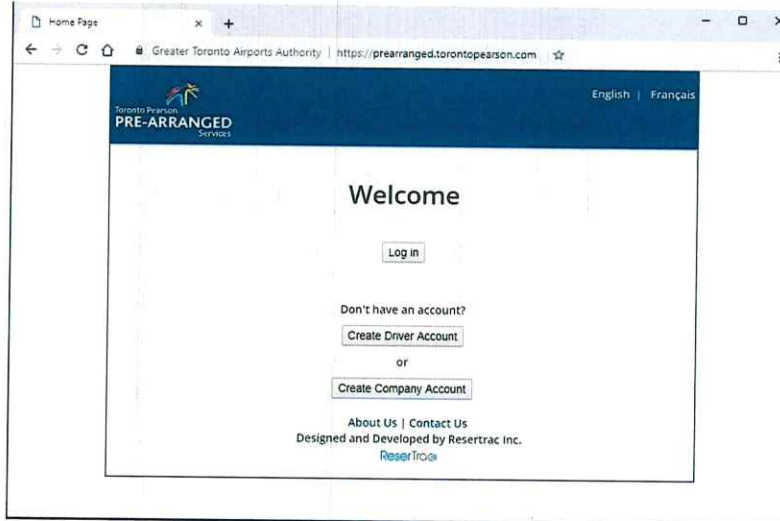
- Web-based self-service CVO Administration Portal
- GTMS Vehicle Telematics (Mobile app or OBDII plugin), System Software and Configuration
- GTMS Business Intelligence and Analytics
- GTMS Backend Environment and Software (cloud-based)

We now present and describe each component in detail.



4.1.1 Component 1 – Self-Service CVO Administration and Prearranged Services

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 registration of Prearranged CVOs, Drivers, and Vehicles, including online self-registration requests by drivers with Landside office 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 (may be replaced by another) 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 this interface 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 through QR sticker method.

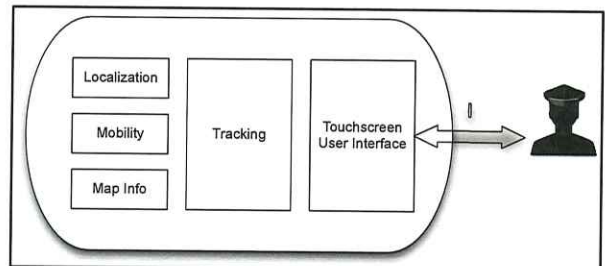
Proposed Method – The relevant information may be displayed via a dynamic web link which is encoded onto a 2D QR-code. The QR code sticker is attached to vehicle's front/back windshield (Facing out). This way the curbside staff is not relying on having the specific handhelds – they can scan the QR code 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.



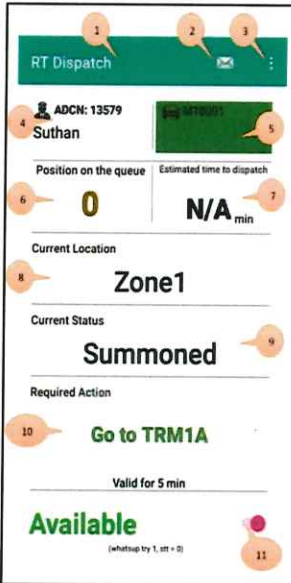
4.1.2 Component 2 – GTMS Vehicle Telematics, System Software and Configuration

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.

	<p>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.</p> <p>1. Colour coded Title-bar ■ - The App is connected, and the Driver is logged into the system. ■ - The App has GPS, but cannot connect to the system ■ - The App cannot connect to the system or GPS</p> <p>2. Messages A list of any messages sent from the system or CVTA staff to the Driver.</p> <p>3. :(Menu) <u>Change Password</u> – The Driver can change their account password <u>Sign Out</u> – 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. <u>Exit</u> – If the Driver does not exit then the app will continue to run on the device, in the background.</p>	<p>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.</p> <p>5. Vehicle Identification <u>Vehicle Type:</u> (Limousine, Taxi, Peak Period) <u>Code:</u> GTAA issued Vehicle ID Number</p> <p>6. Position on the queue The Drivers current ranking in the Dispatch queue.</p> <p>7. Estimated time to dispatch The predicted number of minutes until the CVTA system is expecting to be dispatching this vehicle to a Terminal.</p> <p>8. Current Location The area/zone where the system has most recently detected the vehicle.</p> <p>9. Current Status</p> <ul style="list-style-type: none"> • Disconnected • Summoned • Waiting • OutOfDispatch 	<p>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.</p> <p>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.</p>
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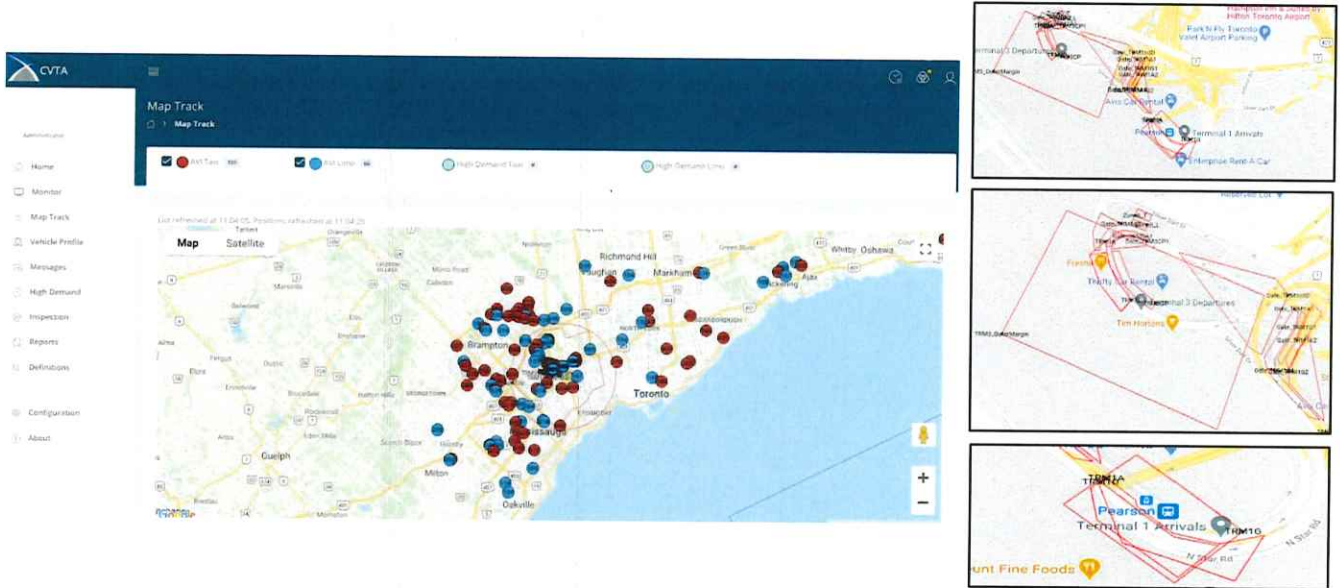
For shuttles, the OBDII plugin minicomputer is easily installed into the OBDII diagnostics port (standard on vehicles since 1994) and receives power through this interface. Vehicles without OBDII port only need to provide battery power to the device. A variety of harnesses and adapters is available to 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.



4. 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.

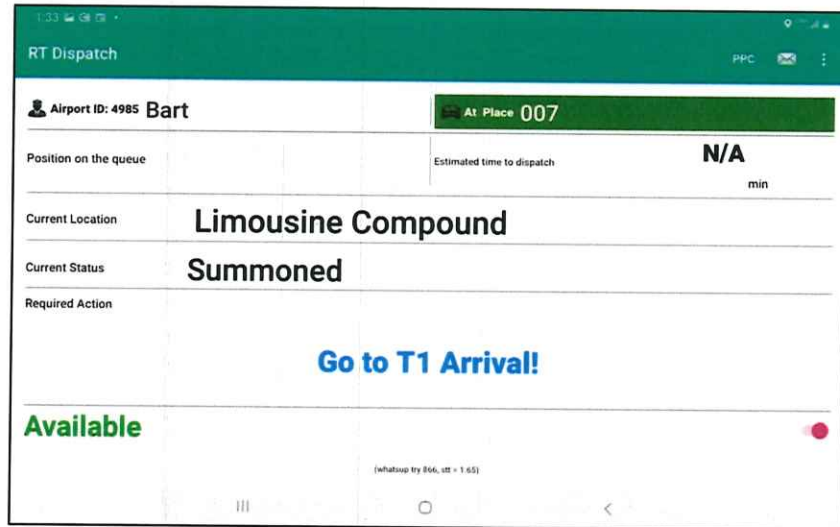
GTAA.No	384
Database Id	721
Dispatch Company	AEROPORT
Dispatch Car No	063
Plate	CBKM061
Municipality	MIS
Municipal#	63
Current Driver	
Airport Id:	0491 License#Y00770780670510
YACOUBI BASSIL	
QSpot: True	
Aliveness Timeout:	0
Queue Order:	Message: event_queue_from_20
Dispatch Command Message:	
Current Client:	Android:V8.1.0.RTDispatch:v1.3.38.Model:XP8000
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
Dispatch:	Availability: IsAvailable
Dispatch Status:	Waiting
Order in Dispatch Queue:	67

5. 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.

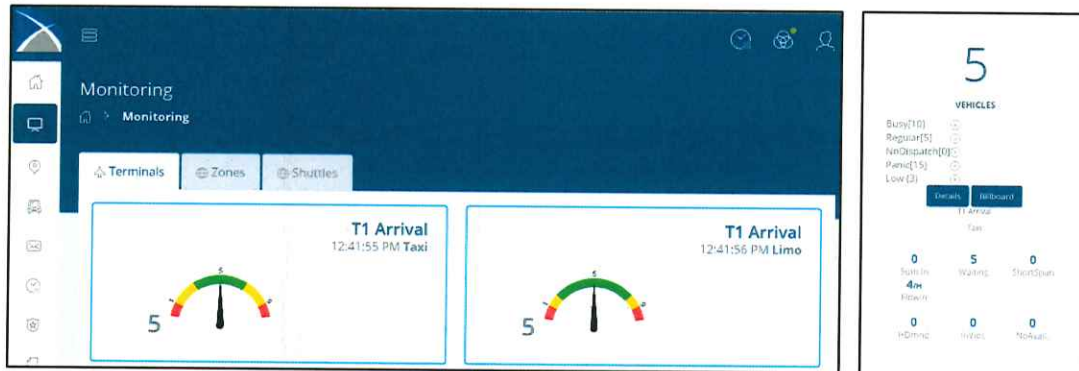
The screenshot displays the driver's app settings page. On the left, there are sections for 'Features' including 'Q-Spot' (activated until 5/1/2021) and 'Disconnect Protection' (not activated). The right side of the screen is divided into two columns: 'What do you want to be notified about?' and 'How do you like to be notified?'. The notification preferences include options for 'Dispatch Command', 'Changes in Queue Position', 'CVHA Messages', and 'Disconnect Alert', each with a 'Save' button at the bottom.

The screenshot shows the 'Add Credit' screen in the driver's app. It displays the user's name 'Hamid Shargh' and a current credit balance of 135.13. There are two buttons to add credits: '3000 Credits for \$30+HST' and '6000 Credits for \$60+HST'.

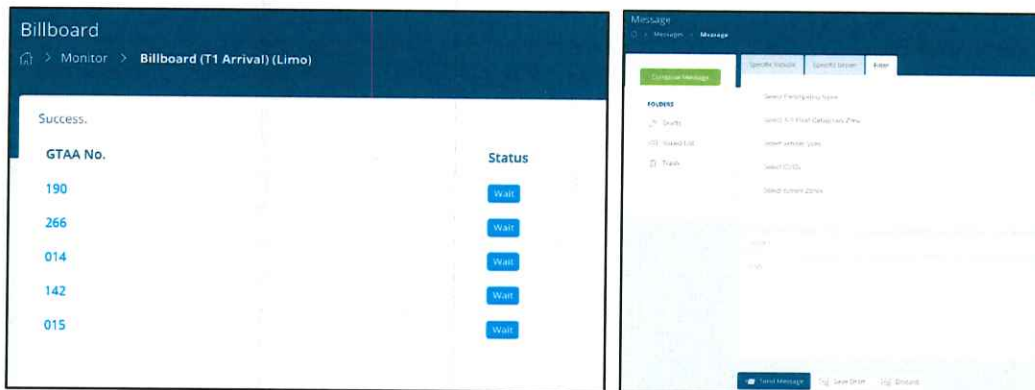
6. Drivers are advised to move between zones (typically move closer to the airport, then to a terminal curbside) as they move up in the queue and as passenger demand is tracked. Tablet view of this interface is shown below.



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.



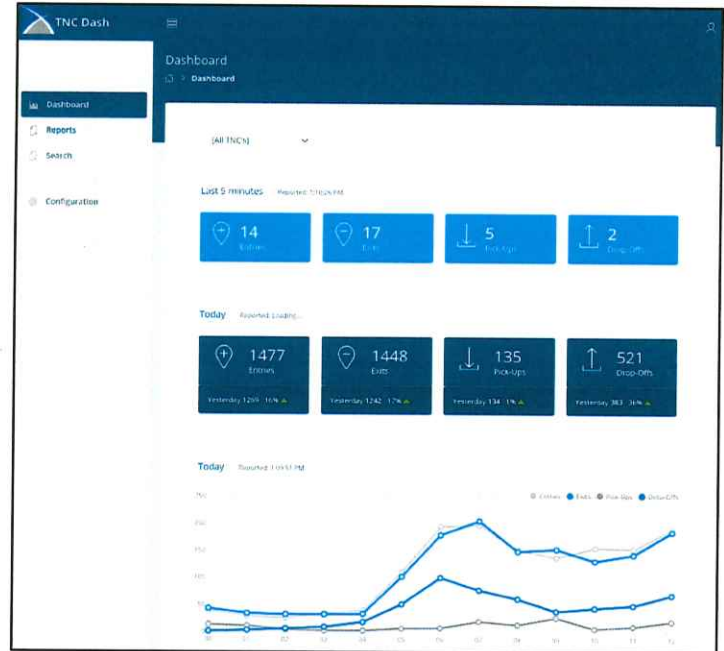
9. Driver's actions in response to these dispatches are monitored and dispatch orders / queue assignments are adjusted accordingly. GTMS maintains full auditable records for each driver and vehicle including positions, commands received, actions in response to dispatches and system logging information in general.
10. Vehicles arriving to a Terminal curbside are validated automatically 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.

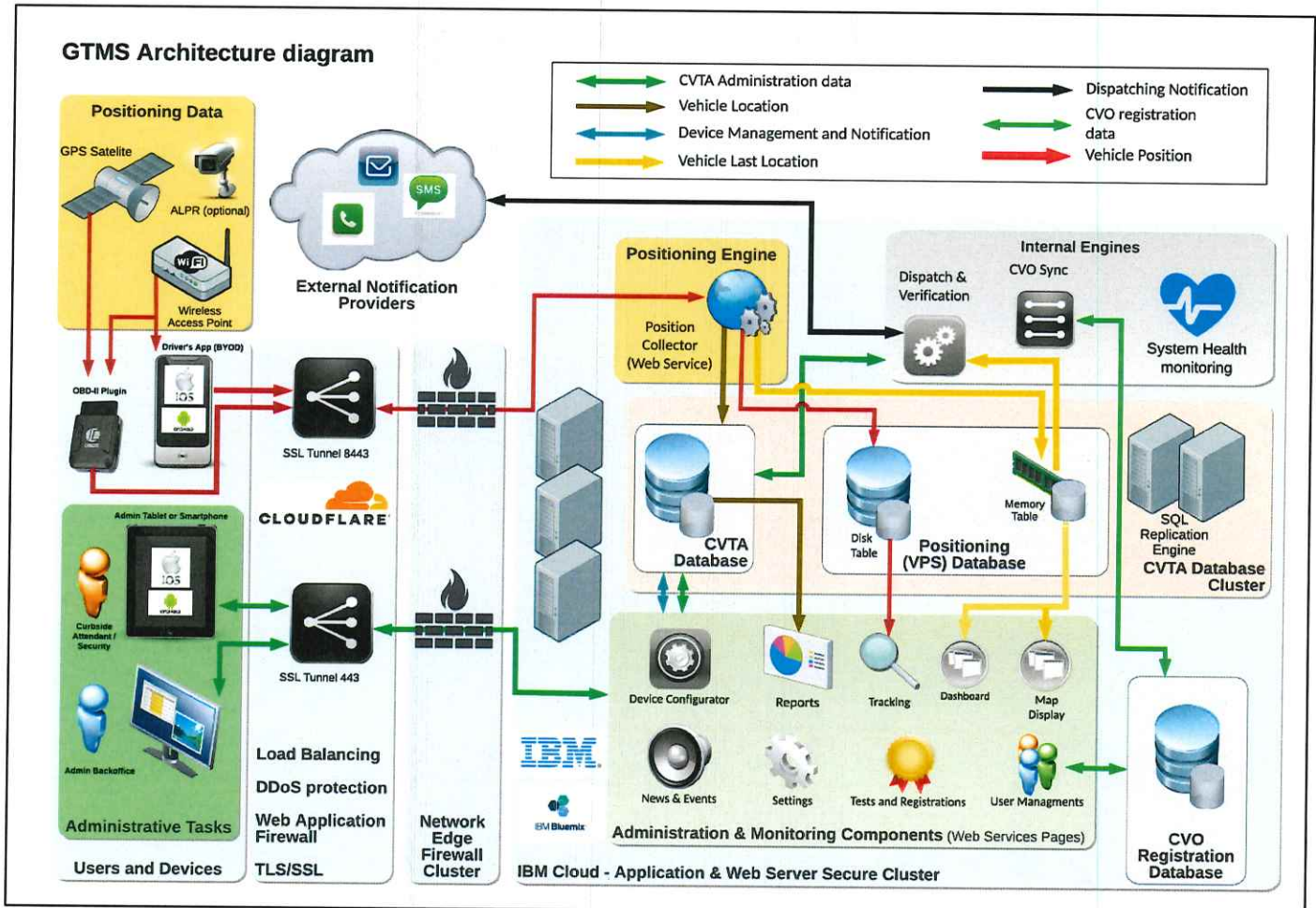
- Vehicle availability report – the proportion of time, in hours per day, during which the vehicle was 'Available' for pickups at the airport.
- Inspection Report – a listing of the vehicles, sorted by type/sub-type, that have not been inspected since a given date.
- Shift Payment Transactions – a list 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 production 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, if requested).

The users and devices section also shows the position providers – external GPS satellites 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/>

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.

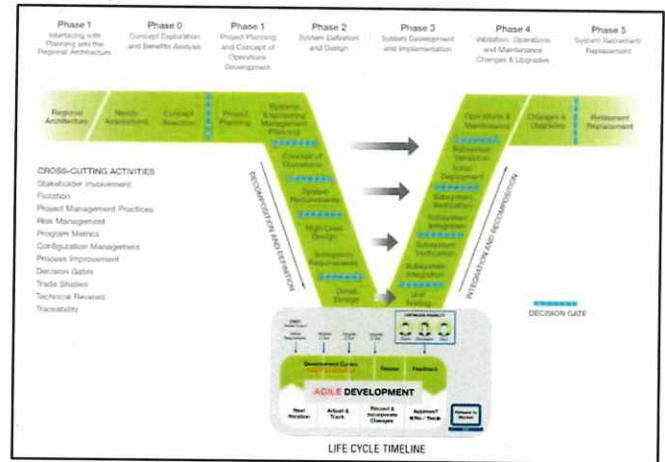
The GTMS active – active deployment in the cloud means that we maintain two fully independent clusters containing GTMS software services and storage configurations. The Cloudflare Load Balancing service provides the routing of the client traffic and the datacenter-to-datacenter IBM network links supporting 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 SCOPE OF WORK, DELIVERABLES AND SCHEDULE

This section of the proposal defines the proposed Pilot Program Scope of Work, Deliverables and our approach to the GTMS pilot project delivery, both from the technical and business perspective. The described effort and the deliverables will be provided in addition to GTMS software access as previously described.

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 provide the following services during this GTMS Pilot Project project:



1. We will follow the Systems Engineering Methodology integrated with Agile resulting predictable process and results.
2. We will examine and identify Existing Conditions through on-site Review and Needs Assessment at PBI Landside

Deliverables:

- a. Site visits and PBI workshop notes
 - b. PBI GTMS Pilot ConOps (draft and final)
3. We will establish Access to GTMS Software for PBI and will provide configuration for PBI Landside environment (Agile approach with demonstrations)

Deliverables:

- a. Meeting notes and PBI input notes
 - b. RT Dispatch (GTMS modules) access for up to 10 PBI users
4. We will establish GTMS Software Configuration access for up to 40 Pilot Program vehicles, up to 80 drivers of such vehicles, will load required configurational data and will develop associated training and administration documentation.

Deliverables:

- a. RT Dispatch (Mobile App) access for up to 40 live vehicles
 - b. Report from GTMS showing data loaded in the system
5. We will conduct Commercial Vehicle Operator and Driver training – up to 2 sessions on-site or remote (to be scheduled by PBI).

Deliverables:

- a. Training Presentation and Operator Manual

6 BUDGET

For the duration of the Pilot Program project, Resertrac will provide the following software, services and project peripherals:

	Quantity	Unit Cost	Subtotal
GTMS Software as described, hosted in Active-Active datacenters and configured to support real-time operation for requested quantity of commercial vehicles.	40 (vehicles)	\$92/month <i>50% discount applied</i> \$46/month	\$1,840/month
5" x 5" highly visible sticker pairs with unique QR codes for each pair.	100 (sticker pairs)	\$2.50/sticker	Included
Custom barcode / QR code reader interface integration (hardware and network connectivity to be provided by PBI).	Up to 2 (unique interfaces)	\$12,500/interface	Included
Custom gate and PIN pad interface integration (hardware and network connectivity to be provided by PBI).	Up to 2 (unique interfaces)	\$12,500/interface	Included
Consulting, integration, engineering and project management services associated with Pilot Program GTMS software configuration, deployment, integration, documentation and training.	360 (hours)	\$150/hour	Included
TNC Log Dashboard Reporting (Uber and Lyft) – user accounts	3 (user accounts)	\$1,800/month	Included
Pilot Program GTMS on-call support – telephone and email SLA.	5 (months)	\$3,800/month	Included
GTMS Software enhancements / change requests if any.	TBD	TBD	TBD

OBDII Tracking Device for Shuttles with data plan with 5 year warranty	TBD	\$200 / device plus \$20/month data plan	TBD
SMS / Robocall service	TBD	\$300 / month for 50,000 messages	TBD

Additional Notes:

- Commercial Vehicle Operators and drivers are to supply their own compatible smartphone devices for GTMS app installation – iOS or Android version 10.
- PBI will use existing workstations, laptops, tables and mobile devices to connect to GTMS User Interface.
- PBI will procure and install any additional Barcode / QR code scanning equipment or Camera equipment or gate control equipment – ReserTrac to review and approve such equipment specifications before procurement.
- Applicable Taxes (if any) extra.

We propose for this Pilot Program project to begin May 1st (or sooner, if requested by PBI) and to conclude September 30, 2021. This will allow PBI to adopt and evaluate RT Dispatch and to identify any additional features or integrations which may be required for full scale commercial rollout. At the end of the Pilot Program, or any time prior, PBI may decide to contract with us a full-scale commercial operation of RT Dispatch. At the time of such request, we will provide PBI with a financial proposal to include and accommodate larger fleet size of Commercial Vehicle Operators, provide any software customization or development adjustments and to integrate any additional features. This new financial proposal may be in the form of fixed per month fee or per trip fee. The fixed per month fee will be proposed on the basis of the unit costs presented in the Budget section above, with the addition of any new features or developments. The per trip fee will be based on \$0.30 cents per trip for On-demand, TNC or Prearranged Taxi pickup, \$0.50 cents per shuttle or other CVO vehicle type. Volume trip discounts may be applied, thereby reducing per trip fee based on estimated volumes and future contract duration.

7 RESERTRAC REFERENCES

Requested Information	Our Response
Years of Experience in Airport Ground Transportation	12 years
List of Related Transportation Experience.	YYZ PARD System YYZ 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, 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

Exhibit "A-3"

- 1 - Install an Ethernet adapter to control the access gate arms to the ground transportation loop(s).
- 2 - Pulling Ethernet cable for control of the access gate arms.
- 3 - Using existing or adding a new Ethernet fiber media converter to bring the signal back to the Airport Parking Office.
- 4 - Installing a small tower or rack mounted server (with internet connection) to receive software commands to open/close gate arms based on a geofence and/or license plate reader.

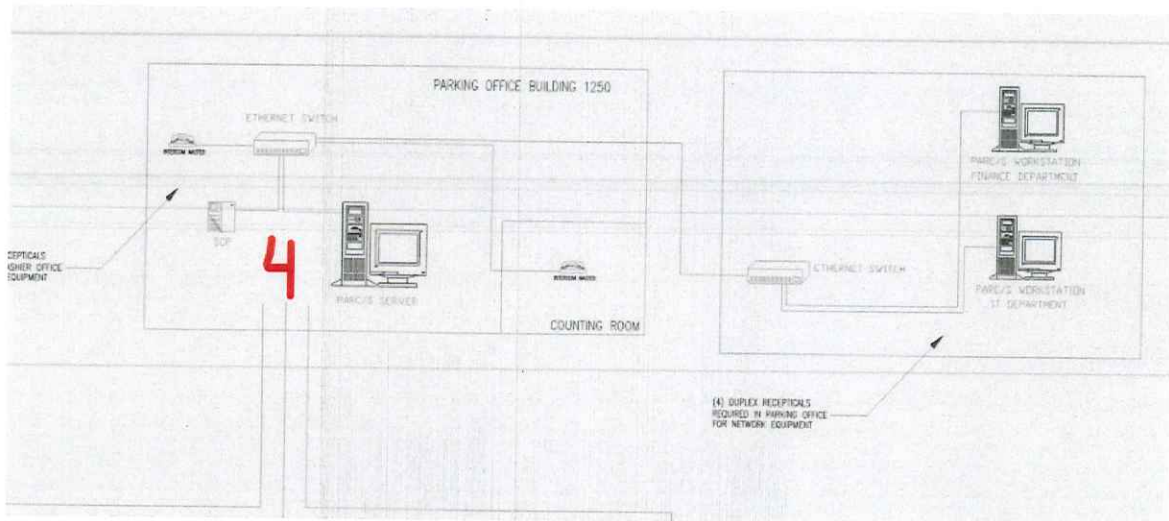
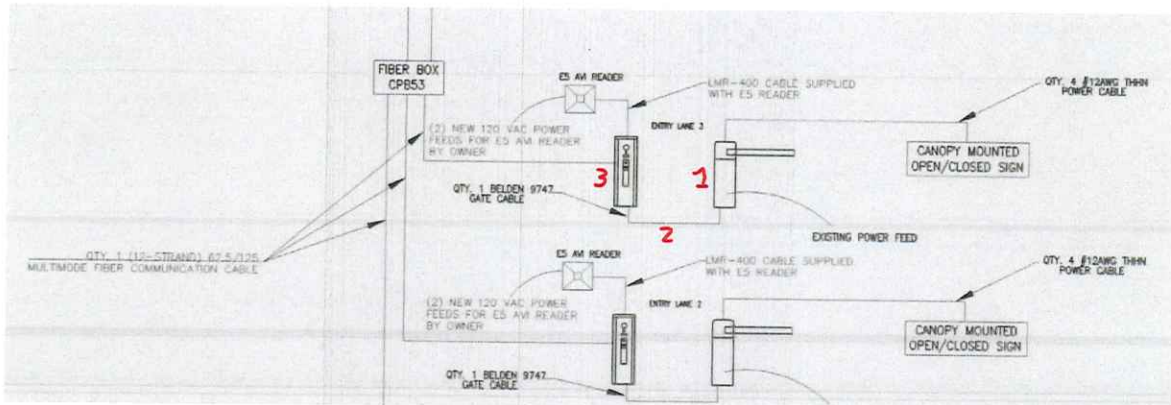


EXHIBIT "B"
SCHEDULE OF FEES

Contract Period	Base Services Monthly Fee	Optional TNC Services Monthly Fee	Total Annual Not to Exceed Amount
Primary Term (9/1/2021 – 9/30/2022)	\$11,965.70	\$2,000.00	\$167,554.10
First Renewal Term (10/1/2022 – 9/30/2023)	\$11,051.04	\$2,000.00	\$156,612.48
Second Renewal Term (10/1/2023 – 9/30/2024)	\$11,051.04	\$2,000.00	\$156,612.48
Third Renewal Term (10/1/2024 – 9/30/2025)	\$11,382.57	\$2,000.00	\$160,590.84
Fourth Renewal Term (10/1/2025 – 9/30/2026)	\$11,724.05	\$2,000.00	\$164,688.60

Contractor shall invoice County for amounts payable hereunder on a monthly basis for the Base Services performed in the preceding month, which shall be paid by County in accordance with the Schedule of Fees on a monthly basis.

County may require Contractor to provide Optional TNC Services, commencing on or after April 1, 2022. In the event Contractor provides the Optional TNC Services, Contractor shall invoice County for amounts payable hereunder on a monthly basis for the Optional TNC Services performed in the preceding month, which shall commence upon the date of County's written acceptance of deployment of the Optional TNC Services and be paid in accordance with the Schedule of Fees on a monthly basis.

Any payment due hereunder for a fractional month shall be calculated and paid on a per diem basis (calculated on the basis of the actual number of days in the month).

EXHIBIT "C"
FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement 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 Contractor 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 Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor 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 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor 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 a contractor's noncompliance with the non-discrimination provisions of this Agreement, 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 Contractor under this Agreement until Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, 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;
- 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 § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (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, which 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 (42 USC §§ 12131 – 12189) 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, which 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. at 74087 to 74100);
- 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).

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

1. Contractor for itself and its 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 Contractor will use the Contractor Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. 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 Contractor Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

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

Contractor for itself and its 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 Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the 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.
2. 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.

E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").

This Agreement may be 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. Contractor 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. Contractor 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 businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor. This provision obligates Contractor for the period during which the property is owned, used or possessed by Contractor and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act 1964.

Palm Beach County Department of Airports

Palm Beach
INTERNATIONAL AIRPORT



Proposed Airport Ground Transportation Changes

February 25, 2020





Agenda

- Introduction/Background
- Overview of Current Ground Transportation Operations at PBI
- Proposed Changes to On-Demand Operations (October 1, 2020)
- Proposed Changes to Prearranged Operations (May 1, 2021)
- Proposed TNC Operational Changes
- Proposed Per-Trip Fees
- On-Demand Concession Opportunities
- Ground Transportation System Manager
- Closing / Q&A



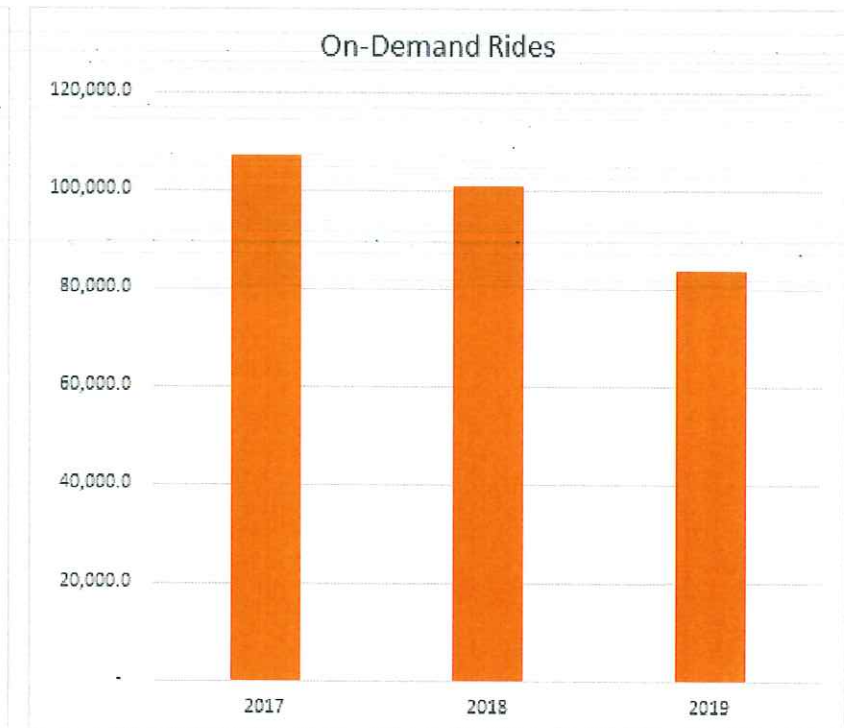
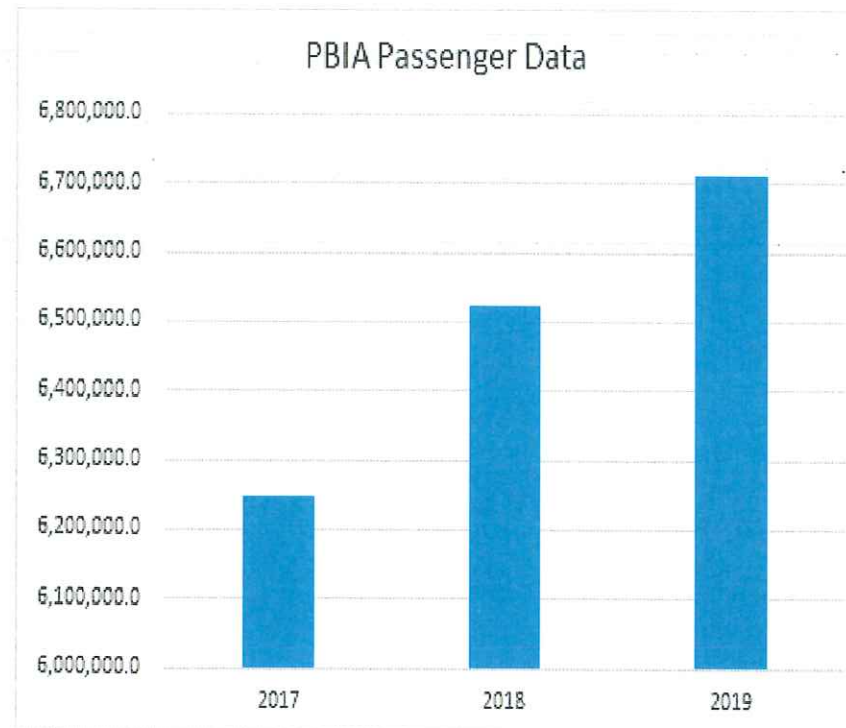
General Issues

- Security – Safety - Accountability
- Customer Service
- Appropriate supply of vehicles/drivers
- Accessible vehicles
- Rates & Fares
- Equipment/Credit Cards
- Revenue & Expenses: user-supported model
- Staging Areas



Passenger & Trip Information 2017-2019

12-Month Period Ending	Airline Passengers	On-Demand Trips
September 30, 2017	6,249,146	107,334
September 30, 2018	6,522,955 + 4.4%	100,728 - 6%
September 30, 2019	6,710,498 + 2.9%	83,671 - 17%





Current System: On-Demand (“Walk-Up”)

- On-demand (“walk-up”) service is by traditional Concession Agreement
- Current Concession Agreement expires September 30, 2020
- System is “closed” – single operator provides service
- Concessionaire responsibilities:
 - Provide all modes of transportation: taxi; luxury sedan & shared-ride
 - Maintain a sufficient fleet of drivers/vehicles 24/7/365 to meet demand
 - Meet PBI standards/equipment (credit card devices, cameras, etc.)
 - Pay all costs of staffing & providing staging area
 - Pays the County a concession fee based on the number of deplaned passengers



Advantages of Current System

Advantages of the current concession system:

- ✓ Concessionaire bears all risk
- ✓ All expenses plus concession fees are paid by Concessionaire
- ✓ All modes of transportation are provided
- ✓ Adequate supply of vehicles to meet demand
- ✓ More control over vehicle & equipment standards
- ✓ Access to accessible vehicles
- ✓ Standard fares are charged to customers
- ✓ Airport is able to assist with lost & found (returning lost items)
- ✓ Single point of contact for passenger complaints/refunds, etc.
- ✓ ACDBE Participation is provided



Disadvantages of the Current Concession System

Disadvantages of the current concession system include:

- The industry is changing
- Reliance on a single operator
- Model is unsustainable - concessionaire bears all expense and risk in a declining market
- Concession fee model does not trend with passenger demand
- Limited opportunities for others to participate
- Less control over staffing/service levels



Alternative 1: “Open System”

Open System Model:

- ➔ Open To All – all drivers/vehicles would have the opportunity to participate, but no obligation to provide services
- ➔ Staging area and dispatching staffed/managed under Management Agreement
- ➔ Per-Trip Fees versus Concession Fees

Disadvantages of an Open System:

- Inability to ensure an appropriate supply of vehicles to meet demand at all times
- Market saturation and dilution
- Seasonality of driver participation
- Queue management - driver rotation/queue/wait-times
- Lack of consistent standards (credit cards, customer receipts, vehicle age/condition)
- Lack of accessible vehicles – ADA Compliance
- Inconsistent fares for all taxi/sedan/shuttle
- Driver training & standards; Customer-Service; Customer Feedback
- Lost & Found - returning lost items
- Airline Vouchers; Customer Credits & Refunds
- ACDBE Participation



Alternative 2: “Hybrid System”

Hybrid System Model:

- ➔ Multiple opportunities, but not a fully “open system”
- ➔ Small & mid-size companies would have opportunities to participate
- ➔ Staging area and dispatching staffed/managed under Management Agreement
- ➔ Per-Trip Fees versus Concession Fees

Disadvantages of Open System can be addressed:

- ✓ Appropriate supply of vehicles at all times of day
- ✓ Market saturation and dilution
- ✓ Guaranteed driver participation
- ✓ Queue management - driver rotation/queue/wait-times
- ✓ Consistent standards (credit cards, customer receipts, age/condition)
- ✓ Accessible Vehicle availability – ADA Compliance
- ✓ Consistent fares for all taxi/sedan/shuttle
- ✓ Driver training & standards; Customer-Service; Customer Feedback
- ✓ Lost & Found - returning lost items
- ✓ Airline Vouchers; Customer Credits & Refunds
- ✓ ACDBE Participation can be achieved



Prearranged (“Reservation-Based” Trips)

- ➔ Pick-ups at passenger curbs or by “meet and greet”
- ➔ Prearranged vehicles currently display a PBI “Airport Decal”
 - Annual decal cost: \$50 per vehicle
 - Decal cost is flat-rate – not based on number of trips
- ➔ Approximately 1,149 Airport decals issued in 2019

Proposed Changes:

- Automated Vehicle Identification (AVI) system implemented May 1, 2021
- Replace flat rate fee with activity-based Per-Trip Fee
- Decals should be renewed thru April 30, 2021
- All ground transportation providers pay the same fees



Transportation Network Companies (“TNCs”)

- TNCs (Uber and Lyft, etc.) have operated under permits since 2016
- “Geofence”
- \$2.50 per pick-up
- Driver-staging area
- No designated locations for TNC pick-up; no directional signage

Proposed Changes:

- Designated pick-up area(s)
- Wayfinding signage to direct passengers to designated pick-up areas
- Relocate TNC staging area



Proposed Per-Trip Fees

- Per-trip fees would be the same amount for all transportation modes:
 - On-Demand / Prearranged / TNC pay the same amount
- No charge for passenger drop-off
- Implementation & phasing:

	<u>ON-DEMAND</u>	<u>PREARRANGED</u>	<u>TNC</u>
Current	(Concession Fee)	(Airport Decal)	\$2.50
October 1, 2020	\$2.50	(Airport Decal)	\$2.50
May 1, 2021	\$3.50	\$3.50	\$3.50
May 1, 2022	\$4.00	\$4.00	\$4.00



Taxi/Luxury Sedan/SUV Concession

- ➔ Request for Proposal (“RFP”) issuance: Summer, 2020
- ➔ Minimum requirements include:
 - Experience in providing similar ground transportation services
 - Minimum fleet size – Taxi and Luxury Sedan/SUV
 - company owned/managed; or
 - Subcontract/partnerships agreements with other companies/drivers
 - ADA Accessible Vehicle availability
 - Consistent standards (credit cards, customer receipts, vehicle age/condition)
 - Dispatch system for driver/vehicle coordination
 - Concessionaire responsible for its vehicles & drivers
 - Airport Concession Disadvantaged Business Enterprise (ACDBE) participation
- ➔ Fees paid to the Airport: Per-Trip Fees (pay-as-you-go ONLY)
- ➔ Start-date: October 1, 2020



Ground Transportation System Manager

- Request for Proposal (“RFP”) issuance: Late Spring, 2020
- Experience managing a similar operation at an airport
- NO AFFILIATION WITH A GROUND TRANSPORTATION PROVIDER AT PBI
- ACDBE Participation
- Manage the staging lot & vehicle queue
- Curbside dispatching and passenger loading areas
- Implement and manage the AVI system, including:
 - Provide advice on equipment/system requirements, install & maintain the system
 - Issue RFID tags
 - Set-up billing accounts to process trip charges
- Management fee, actual expenses reimbursed by the County
- Award Date: Late Summer, 2020