



AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR SHARED RIDE CONCESSION AND LIMOUSINE CONCESSION SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-05-0-AV-03)

This is an Agreement (“Agreement”), made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”) and [REDACTED], a [REDACTED] corporation (“Contractor”) (collectively referred to as the “Parties”).

RECITALS

A. [insert recitals if applicable]

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **ACDBE**. Airport Concession Disadvantaged Business Enterprise as defined in 49 CFR, Part 23 of the Regulations of the Office of the Secretary of the United States Department of Transportation.

1.2 **Airport**. The Fort Lauderdale-Hollywood International Airport (FLL), located in Broward County, Florida.

1.3 **Airport Sticker**. The airport sticker issued by the Broward County Consumer Protection Division for each vehicle authorized to pick-up passengers at the Airport.

1.4 **Assigned Areas**. The areas depicted in Exhibit D, as amended, where the Contractor’s business may be conducted, including, but not limited to, Kiosk Locations, Operations Areas and Holding Areas.

1.5 **Automated Vehicle Identification System or AVI**. The transponder used by the Ground Transportation Manager and/or Broward County to determine the number of trips made by Contractor’s vehicles.

1.6 **Aviation Department or BCAD**. The Broward County Aviation Department (“BCAD”) and its duly authorized representatives.

1.7 **Board**. The Board of County Commissioners of Broward County, Florida.

1.8 **Concession**. The nonexclusive Shared Ride Concession described by this Concession Agreement.

- 1.9 **Contract Administrator**. The individual designated by the Director of Aviation or their designee, as the contract administrator for this Agreement.
- 1.10 **County Administrator**. The administrative head of County appointed by the Board.
- 1.11 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.12 **Director of Aviation**. The Director or Acting Director of the Aviation Department and such person or persons as may from time to time be authorized in writing by the Board, the County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.
- 1.13 **Disincentive Fees**. The fees incurred by the Contractor for violating Airport operating standards or failure to adhere to the requirements of this Agreement, as further described in Exhibit A.
- 1.14 **Driver**. The operator of a vehicle under this Agreement, including employees, contractors, and franchisees of the Contractor.
- 1.15 **Duty Manager**. The employee of the Contractor who is responsible for the management of the Concession operation in the absence of the assigned Manager.
- 1.16 **Federal Aviation Administration** or **FAA**. The agency of the United States Government created and established under the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, or its successor.
- 1.17 **Ground Transportation Area** or **GTA**. The commercial vehicle staging areas located off the Terminal roadway between the Terminals. Known as GTAs, GTA 0 is located immediately east of Terminal 1; GTA 1 is located between Terminal 1 and Terminal 2; GTA 2 is located between Terminals 2 and 3; GTA 3 is located between Terminal 3 and Terminal 4 and GTA 4 is located east of Terminal 4.
- 1.18 **Ground Transportation Manager** or **GTM**. The firm or person, operating under a separate agreement with County, responsible for the administration of the Ground Transportation Program.
- 1.19 **Ground Transportation Program** or **GTP**. The ~~type of~~ plan established by the Aviation Department to organize and manage ground transportation modes at the Airport.
- 1.20 **Ground Transportation Vehicles** or **GTV**. The taxicabs, on-demand shared ride/private cars, courtesy vehicles, pre-arranged limousines/vans, charter and cruise ship buses, and other authorized commercial vehicles for hire that service the Airport.

- 1.21 **Holding Area**. The vehicle holding area(s) as identified in the Aviation Department GTP, as may be revised by the Aviation Department.
- 1.22 **Holding Lots**. The taxicab, bus, and other vehicle holding areas identified in Exhibit D-1.
- 1.23 **Kiosk Locations**. Locations within the Assigned Areas as shown in Exhibit D.
- 1.24 **Limousine Service**. A passenger trip from the Airport to one single destination point.
- 1.25 **Manager** or **Concession Manager**. The Contractor employee responsible for managing and overseeing the day to day operation of the Shared Ride Concession at the Airport pursuant to this Agreement.
- 1.26 **Notice To Proceed**. A written authorization to proceed with the project, phase, or task thereof, issued by the Contract Administrator.
- 1.27 **On-Demand Shared Ride**. The approved ground transportation provider(s) affording on demand shared ride and limousine service, zone fare, common carriage, door to door, ground transportation operations for the purpose of transporting airline passengers from the Terminals and such other points at the Airport as may be subsequently designated by County, to destinations within Broward, Miami-Dade and Palm Beach Counties.
- 1.28 **Operations Areas**. The areas at the Airport designated by the Aviation Department's GTP, as may be revised, where the Contractor shall conduct its operations.
- 1.29 **Parking Facilities**. The parking facilities at the Airport, including the existing parking facilities and all parking facilities hereafter constructed at the Airport.
- 1.30 **Passenger Loading Areas**. The passenger curbside loading areas as identified in the GTP.
- 1.31 **Personalty**. All equipment, furniture, furnishings, and trade fixtures of Contractor and Subcontractors, if permitted by the County, located at the Assigned Areas but not permanently affixed thereto.
- 1.32 **Per Trip Fee**. The fee established pursuant to Chapter 39 of the Broward County Administrative Code for the use of Airport roadways by commercial vehicles.
- 1.33 **Pre-Arranged Service**. Ground transportation services for which a passenger has made a reservation with a ground transportation company for pick-up prior to his or her arrival at the Airport.
- 1.34 **Privilege Fees**. The fees charged by County for the right to operate the Shared Ride Concession, which includes the Per Trip Fees described in Exhibit E, and the additional monetary compensation and/or in-kind services described in Exhibit B.

- 1.35 **Purchasing Director**. The Director of Broward County’s Purchasing Division.
- 1.36 **RFP**. Request for Proposal, RFP No. 2018-06-05-0-AV-03 issued by the County seeking a Contractor to operate a Shared Ride Service Concession at the Airport.
- 1.37 **Services or Scope of Services**. All work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.
- 1.38 **Shared Ride**. A trip from the Airport which involves one or more passengers to one or more destinations.
- 1.39 **Subconsultant or Subcontractor**. A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through Contractor for all or any portion of the advertised work. The term “Subconsultant” shall include all “Subcontractors” and the term “Subcontractor” shall include all “Subconsultants.”
- 1.40 **Terminals**. The terminal buildings at the Airport, including the existing buildings and all terminals hereafter constructed at the Airport.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Contractor shall perform all work identified in this Agreement including without limitation Exhibit A. The Scope of Services stated in this Agreement is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 2.2 Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code).

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall become effective on the date it is fully executed by the Parties (“Effective Date”).
- 3.2 The term of this Agreement shall commence on [REDACTED] (“Commencement Date”) and shall end three (3) years thereafter (“Initial Term”), unless extended or otherwise terminated as provided herein. In addition, County shall have the option to extend this Agreement for two (2) successive one (1) year terms (each being hereinafter referred to as “Option Year”) upon written approval by the Director of Aviation. All terms and

conditions of this Agreement shall apply during any Option Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.3 Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 5. INSURANCE

5.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

5.2 Contractor shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit C (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Contractor.

5.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In

addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of “A-” and a minimum Financial Size Category of “VII.” To the extent insurance requirements are designated in Exhibit C, the applicable policies shall comply with the following:

5.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an “Additional Insured” on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Contractors, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer’s right to subrogate against County.

5.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an “Additional Insured.” The policy (and any excess or umbrella policy) must be endorsed to waive the insurer’s right to subrogate against County.

5.3.3 Workers’ Compensation/Employer’s Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer’s right to subrogate against County in the manner which would result from the attachment of the NCCI form “Waiver of our Right to Recover from Others Endorsement” (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer’s liability laws including, but not limited to, the Federal Employer’s Liability Act, the Jones Act, and the Longshoreman and Harbor Workers’ Compensation Act.

5.3.4 Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit C.

5.4 Within fifteen (15) days after the Effective Date, Contractor shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

5.5 Coverage is not to cease and is to remain in force until County determines all performance required of Contractor is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

5.6 Contractor shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

5.7 Contractor shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Contractor may redact portions of the policies that are not relevant to the insurance required by this Agreement.

5.8 County and Contractor, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

5.9 Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination of this Agreement. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

5.10 Certificate Holder Address. The certificate holder address shall read “Broward County, c/o Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, FL 33312” or such other address as may from time to time be required by County.

5.11 Compliance with the foregoing requirements shall not relieve Contractor of its liability and obligations under any other provision of this Agreement.

5.12 Any Subcontractor performing work for Contractor shall have Broward County listed as a certificate holder for all coverage and an additional insured for its General Liability and Excess Liability coverage. The certificate of insurance shall be in a form that is satisfactory to the County’s Risk Manager or Risk Management Division.

ARTICLE 6. PERFORMANCE BONDS; SECURITY DEPOSIT

6.1 Contractor shall provide a security deposit in the amount of _____ (\$_____) (“Security Deposit”) simultaneously with Contractor’s execution of this Agreement.

6.2 The Security Deposit shall serve as security for the payment of all monies due to County and shall also secure the performance of all other obligations of Contractor pursuant to this Agreement. The Security Deposit shall be either in the form of an Irrevocable Letter of Credit (“Letter of Credit”), in form and substance satisfactory to the Aviation Department; or a Payment and Performance Bond (“Bond”), in form and substance satisfactory to the Aviation Department. In the event of any failure by Contractor to pay when due any fees or other charges, or upon any other failure to perform its obligations, or upon any other default of this Agreement, then in addition to any other rights and remedies available to Aviation Department at law or in equity, Aviation Department shall be entitled to draw down up to the full amount of the Security Deposit and apply same to all amounts owed by Contractor to County. Upon notice of any such draw, Contractor shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. The Aviation Department, upon fourteen (14) calendar days’ notice to Contractor, may require an increase in the amount of the Security Deposit to reflect any increases in the monies payable hereunder. In addition the Aviation Department, upon fourteen (14) calendar days’ notice to Contractor, may require an increase in the amount of the Security Deposit equal to up to four (4) additional months’ Privilege Fees because of increased obligations hereunder, or if upon a review of Contractor’s payment or performance history at the Airport, the Aviation Department determines an increase should be required.

6.2.1 The Security Deposit shall be kept in full force and effect throughout the term of this Agreement and for a period of three (3) months thereafter. Not less than ninety (90) calendar days prior to any expiration date of a Letter of Credit or Bond, Contractor shall submit evidence in form satisfactory to the Aviation Department that said security instrument has been renewed. A failure to renew a Letter of Credit or Bond, or to increase the amount of the Security Deposit, if required pursuant to this section, shall (i) entitle the Aviation

Department to draw down the full amount of such Security Deposit, and (ii) be a default of this Agreement entitling the Aviation Department to all available remedies. The Security Deposit shall not be returned to Contractor until all obligations under this Agreement are performed and satisfied.

6.2.2 Each Letter of Credit provided pursuant to this section or under any other article, section or provision of this Agreement shall be provided by a financial institution of recognized standing authorized to do business in the State of Florida. Throughout the term of the Letter of Credit, the financial institution that has issued the Letter of Credit must maintain a relationship with a financial institution having an office in Broward, Miami-Dade, or Palm Beach County, Florida at which the Letter of Credit may be presented for drawing down, and the financial institution that has issued the Letter of Credit must have been in business with a record of successful continuous operation for at least five (5) years. Each letter of credit shall be in form and substance satisfactory to the Aviation Department.

6.2.3 Each Bond provided pursuant to this section or under any other article, section or provision of this Agreement shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in Broward County and having been in business with a record of successful continuous operation for at least five (5) years. Each Bond shall be in form and substance satisfactory to County. Furthermore, such surety company must have at least an "A" minimum rating in the latest revision of A.M. Best's Insurance Report. Within ten (10) days of issuance, Contractor shall record all Bonds required by this Agreement in the Broward County Records, Taxes and Treasury Division. Prior to performing any portion of the Work, the Contractor shall deliver to Aviation Department the Bonds required to be provided by Contractor or each contractor as set forth in this agreement.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach ("Cure Period"), except that no Cure Period shall apply and this Agreement may be terminated by County immediately if Contractor fails to provide the Shared Ride or Limousine Services. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated for cause if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator that the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

7.4 In the event this Agreement is terminated for convenience by County, Contractor shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. Contractor acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Contractor, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason, any amounts due Contractor shall be withheld by County until all documents are provided to County pursuant to Section 9.1.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY AND ACDBE COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall comply with all applicable requirements of County's CBE Program, as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26.

Failure by Contractor to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.2 Airport Concession Disadvantaged Business Enterprise. The Airport Concession Disadvantaged Business Enterprise “regulations (49 CFR Part 23) establish requirements for setting an overall goal for ACDBE participation in all concessions activities. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect ACDBEs to achieve in the absence of discrimination. This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Parts 23 and 26. Contractor agrees that it will not discriminate against any business owner because of the owner’s race, gender, color, national origin, religion, sexual orientation, marital status, political affiliation, age, or physical or mental disability in connection with the award or performance of this Agreement, which is covered by 49 CFR Parts 23 and 26. Contractor agrees to include the above statements in any subsequent agreements that it enters into for services under this Agreement and shall cause those businesses to similarly include the statements in further agreements.

8.2.1 Contractor has committed to a ACDBE participation to be achieved pursuant to Contractor’s ACDBE participation plan as set forth in Exhibit H attached hereto and made a part hereof.

8.2.2 County has a Federal Aviation Administration (“FAA”) approved nondiscriminatory management agreement and corresponding County policy governing ACDBE participation in County contracts and other selected activities which includes management contracts. County has established a policy relating to Disadvantaged Business Enterprises (“DBE”) participation in all County contracts and other selected activities, which includes concessions under an ACDBE program. In order for the concession to be considered an ACDBE under federal requirements, firms must be certified ACDBE.

8.2.3 It is the policy of County to ensure that ACDBEs, as defined in 49 CFR Part 23, can compete fairly for opportunities as subcontractors and suppliers on all contracts awarded by the County to ensure a level playing field.

8.3 Contract Assurances. In the event the following clauses conflict with any other terms or provisions of this Agreement, the clauses set forth in this section shall control.

8.3.1 Nondiscrimination/Remedies. Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of contracts subject to USDOT requirements. Failure by Contractor to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedy as County deems appropriate.

8.3.2 Participation by ACDBEs. It is the policy of Broward County that ACDBEs can compete fairly for opportunities as Contractor, prime contractor, Subcontractors, and

suppliers on all contracts awarded by County to ensure a level playing field. Contractor hereby agrees to take all necessary and reasonable steps, including compliance with the matters set forth in this section in accordance with 49 CFR Part 23, as amended, to ensure that the ACDBEs have fair opportunity to compete for and perform contracts.

8.3.3 Prompt Payment. Contractor hereby agrees to pay its Subcontractors and suppliers within thirty (30) days following receipt of the service or supplies. A finding of nonpayment to Subcontractors or suppliers is a material breach of this Agreement. Contractor shall include the foregoing prompt payment language in all of its contracts with Subcontractors who participate on County projects subject to the regulations in 49 CFR Part 23 and Part 26, as amended. Designated staff of County's Office of Economic and Small Business Development ("OESBD") will conduct meetings with parties involved in prompt payment disputes to facilitate an amicable resolution.

8.4 Contract Compliance Monitoring. Compliance monitoring shall be conducted to determine if Contractor and/or Subcontractors are complying with the requirements of the ACDBE program. Failure of Contractor to comply with this provision may result in County imposing penalties or sanctions pursuant to the provisions of the 49 CFR Part 23 and 26 and the County's ACDBE Program Plan. Contract compliance will encompass monitoring for contract dollar achievement and ACDBE Subcontractors utilization. OESBD shall have the authority to audit and monitor all contracts and contract-related documents related to County projects. The requirements of the ACDBE program are applicable to Contractor and its Subcontractors. Contractor shall be responsible for ensuring proper documentation with regard to its utilization and payment of ACDBE Subcontractors.

8.4.1 Contractor shall inform County immediately when an ACDBE Subcontractor is not able to perform or if Contractor believes an ACDBE Subcontractor should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of Contractor to substitute the ACDBE Subcontractor with another ACDBE Subcontractor. Contractor may change its ACDBE Subcontractor only upon receiving the prior written approval of OESBD.

8.5 Contractor's ACDBE participation plan is set forth in Exhibit H attached hereto. Subject to the approval of the OESBD, said participation plan may be revised and updated by Contractor, and upon OESBD's approval, Exhibit H shall be deemed automatically revised and replaced.

8.6 Within twenty (20) days of the end of each calendar quarter, Contractor shall submit a report detailing its ACDBE participation for the previous calendar quarter. The report shall be on a form provided by County's OESBD as set forth on Exhibit I attached hereto and made a part hereof. This report shall be submitted to:

Director, Office of Economic and Small Business Development
115 South Andrews Avenue, A-680

Fort Lauderdale, FL 33301
with a copy provided to:

Small Business Development Specialist
Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

and an additional copy to:

Airport Manager Ground Transportation
Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

8.7 By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Contractor all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and if a copyright is claimed, Contractor grants to County a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

9.2 Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

9.2.1 Keep and maintain public records required by County to perform the services under this Agreement;

9.2.2 Upon request from County, 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 that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

9.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Contractor to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law. A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2318, KWILLMAN@BROWARD.ORG, 2200 SW 45TH STREET, SUITE 101, FORT LAUDERDALE, FLORIDA 33301.

9.3 Audit Rights, and Retention of Records. Contractor shall keep and maintain copies of all invoices, cash receipts, financial records, supporting records, supporting documents, statistical records, general ledgers, sales journals and all other documents pertinent to this Agreement (collectively, “books and records”). The books and records of Contractor shall, among other things, show all sales and charges made for cash, or credit, or otherwise, without regard to whether paid or not, all labor, overhead and all sales taxes collected, and also, the gross revenues of said business, and the aggregate amount of all sales and services and orders of all Contractor’s business done upon or within the premises of, or in connection with, this Concession Agreement. Contractor further agrees to keep its books and records in accordance with generally accepted accounting principles and agrees to maintain such other books and records as County may request. Contractor shall keep separate books and records for its Airport operations.

9.3.1 Contractor’s books and records shall be kept and maintained during the “Retention Period” (as hereinafter defined). The “Retention Period” is defined as the greater of: (i) the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or (ii) the period of time covering the term of this Agreement and any extensions thereof and for a period of three (3) years after the expiration of this Agreement, or (iii) if any audit has been initiated and audit findings have not been resolved at the end of the three years, the books and records shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor’s records, Contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Contractor. Contractor shall make all books and records required to be maintained hereunder available to County at the Airport, or at the corporate headquarters of the Contractor, as may be directed by County.

9.3.2 County shall have the right, upon reasonable notice to Contractor at any time during the Retention Period, to review, inspect, and/or audit Contractor’s books and records relating to Contractor’s operations pursuant to this Agreement. In the event that any audit reflects that the total Privilege Fees actually paid by Contractor during any year exceeds the Privilege Fees due and owing for such year, then a refund or credit (as determined by the Aviation Department) will be made by County to Contractor of the amount of such difference. In the event that any audit reflects that the total Privilege Fees actually paid by Contractor during such year shall be less than the Privilege Fees due and owing for such year, then Contractor shall immediately pay the difference to County with interest thereon at eighteen percent (18%) per annum from the date such additional Privilege Fees were due. If as the result of any audit conducted or obtained by County, it is established that Contractor has understated the amounts owed to County in any report filed with County, by ten percent (10%) or more of amounts paid to County during a reporting period, then the entire expense of the audit shall be borne by Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

9.4 Truth-In-Negotiation Representation. Contractor’s compensation under this Agreement is based upon representations supplied to County by Contractor, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor’s compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

9.5 Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Contractor under this Agreement.

9.6 Independent Contractor. Contractor is an independent contractor under this Agreement. In providing Services under this Agreement, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.7 Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County [REDACTED]

Attn: [REDACTED]

Governmental Center, Room [REDACTED]

115 South Andrews Avenue

Fort Lauderdale, Florida 33301

Email address: [REDACTED]

With a copy to:

CEO/Director of Aviation
Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312
Email address: KWillman@Broward.org

FOR CONTRACTOR:

[REDACTED]

Email address: [REDACTED]

9.9 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. If Contractor violates this provision, County shall have the right to immediately terminate this Agreement. Contractor represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.10 Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

9.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.12 Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.15 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER**

PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

9.18 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Contractor or others delegated authority or otherwise authorized to execute same on their behalf.

9.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.20 HIPAA Compliance. It is expressly understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR Parts 160, 162, and 164 and related regulations. In the event Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), Contractor shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate Agreement in the form located at the following link for the purpose of complying with HIPAA: <http://www.broward.org/Purchasing/Documents/Standard%20Business%20Associate%20Agreement%20Form.pdf>. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

9.21 Payable Interest

9.21.1 Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not

apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.21.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.22 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.23 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.24 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.25 Living Wage Requirement. If Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 et seq. of the Broward County Code of Ordinances, Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined therein, a living wage as required by such ordinance, and Contractor shall fully comply with the requirements of such ordinance. Contractor shall be responsible for and shall ensure that all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

9.26 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

9.27 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Section 21.31(a)(2) of the Broward County Code of Ordinances. Execution of this Agreement by Contractor shall serve as Contractor's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Section 21.31(a)(2) of the Broward County Code of Ordinances, and that it will maintain such drug-free workplace program for the full term of this Agreement.

9.28 Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Contractor. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Contractor under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.29 Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

9.30 Additional Requirements. Contractor certifies and represents that it will comply with the Airport Requirements attached hereto and incorporated herein as Exhibit F.

9.31 Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9.32 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if recited herein in full. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

9.34 Civil Rights - General. 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.

9.35 Civil Rights - Title VII Assurances. Contractor agrees to abide by and comply with the non-discrimination requirements set forth on Exhibit G, attached hereto and made a part hereof, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

9.36 Access. Contractor has the right of ingress and egress over Airport public roadways, including common use roadways, as such roadways may be changed from time to time, subject to all laws, ordinances, rules, and regulations which have been established or shall be established in the future by the Airport, the County, the federal government, or the State of Florida. Such rights of ingress and egress shall apply to Contractor's employees, guests, patrons, invitees, suppliers, and other authorized individuals.

9.37 Environmental Compliance; Environmental Containment and Removal. County may perform an initial environmental assessment of any Airport Optional Facilities or Off-Airport Optional Facilities provided to Contractor ("Initial Environmental Assessment") prior to providing such areas to Contractor. The Initial Environmental Assessment shall not be deemed to in any way release any party from any liability under any federal, state, county, or local laws, rules, or regulations, or in any way to limit the regulatory powers of the County or any of its agencies.

9.37.1 The Environmental Assessment is a document based on one or more environmental site assessments, examinations, inspections, tests, inquiries, and surveys necessary to identify "Recognized Environmental Conditions" (as hereinafter defined), contamination, and the presence of hazardous substances or other Materials, in, on, or under the surface of the property.

9.37.2 "Recognized Environmental Conditions" shall mean as described in "ASTM E 15267 – Standard Practice Environmental Site Assessments: Phase 1 Environmental Site Assessment Process."

9.37.3 "Materials" shall mean any pollutant, hydrocarbon contamination, hazardous substances, or other contaminants or regulated materials.

9.37.4 Any Environmental Assessment obtained by either County or Contractor shall not be deemed in any way to release any party from any liability under any federal, state, County, or local laws, rules, or regulations, or in any way to limit the regulatory powers of County or any of its agencies. The Aviation Department, other applicable County agencies, and the contractors and consultants retained to perform any Environmental Assessment of the property shall have entry to the property at all times for such purpose and the right to perform such examinations, inspections, soil borings, other tests, inquiries, and surveys necessary or desirable in the performances of the Environmental Assessment.

9.37.5 Contractor shall provide the Contract Administrator, if requested at any time, with a list of all Materials stored, used, generated, or disposed of on Airport property by Contractor.

9.37.6 Contractor agrees to comply with all existing and future federal, state, local, and County environmental laws, ordinances, and regulations, and the requirements of any Development Order covering the Airport issued to County pursuant to Chapter 380, Florida Statutes, including without limitation those addressing the following:

- i. Proper protection, use, storage, treatment, and disposal of Materials, including contracting with a licensed hazardous waste transporter or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;
- ii. Proper protection, use, disposal, and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms, if applicable. Contractor shall have in place, and make available to the Contract Administrator for review, all required environmental licenses and documents including, but not limited to, a site specific Stormwater Pollution Prevention Plan and a Spill Prevention and Countermeasures Plan.
- iii. Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all County, local, state, and federal standards, including the installation and operation of adequate monitoring devices and leak detection systems;
- iv. Adequate facilities for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials, and the proper disposal thereof; and
- v. Compliance with reporting requirements of Title III of the Superfund Amendment and Chapter 27 of the Broward County Code, as applicable and as such laws may be amended from time to time.

9.37.7 The discharge, disposal, or release of any Recognized Environmental Conditions or Materials on or upon Airport property as a result of Contractor's operations at the Airport that is in an amount that is in violation of any federal, state, County, or local law, rule, or regulation, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Contractor or any of its officers, employees, contractors, subcontractors, invitees, or agents, whether committed prior to or subsequent to the date of execution of this Agreement, shall be, at Contractor's expense, and upon demand of County or any of its agencies or any local, state, or federal regulatory

agency, immediately contained, removed, or abated to meet the requirements of applicable environmental laws, rules, and regulations.

i. If Contractor does not take action immediately to have such Recognized Environmental Conditions and Materials contained, removed, or abated, County or any of its agencies or any local, state, or federal regulatory agency may upon reasonable notice to Contractor (which notice shall be written unless an emergency condition exists) undertake the removal of the Recognized Environmental Conditions and Materials; however, any such action by County or any of its agencies or any local, state, or federal regulatory agency will not relieve Contractor of its obligations under this or any other provision of this Agreement or as imposed by law.

ii. No action taken by any party to contain or remove Recognized Environmental Conditions or Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release. As used in this Agreement, "Contractor's operations" and "Contractor's actions" and words of similar import shall include all actions and inaction by Contractor or by any of its officers, employees, contractors, subcontractors, invitees, or agents.

iii. County reserves the right to require Contractor to actively perform and complete an Environmental Assessment and remediation that may be required as a result of any release of Materials, as referenced above. Such activities will be performed at the sole expense of Contractor despite the acceptance of any government funded cleanup program which might not require immediate assessment or remediation based on a site ranking or scoring within that program. If County requires remediation of any such property, then such property shall, at Contractor's expense and upon demand of County, be immediately contained, removed, and remedied to the satisfaction of the Contract Administrator and County. Contractor shall perform assessment and remediation of any impacted property in accordance with timetables acceptable to County and so as to achieve a timely remediation of the site that does not impede any County development or other County plan.

9.37.8 Contractor shall provide the Contract Administrator with notice of releases of Materials occurring on account of Contractor's operations at the Airport in accordance with the requirements of the Aviation Department's policies and procedures manual. Contractor shall maintain a log of all such notices to the Contract Administrator and shall also maintain all records required by federal, state, County, and local laws, rules, and regulations, and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules, and regulations.

9.37.9 As required by law, Contractor shall provide the federal, state, County, and local regulatory agencies with notice of spills, releases, leaks, or discharges (collectively, "release") of Materials on Airport property which exceeds an amount required to be reported to any local, County, state, or federal regulatory agency under applicable environmental laws, rules, and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Contractor shall further provide the Contract Administrator and the County Department of Planning and Environmental Protection (or successor agency) with written notice within one (1) business day following commencement of same of the curative measures, remediation efforts, or monitoring activities to be effected. Contractor shall have an updated contingency plan in effect relating to such releases which provide minimum standards and procedures for storage of regulated Materials and other Materials, prevention and containment of spills and releases, and transfer and disposal of regulated Materials and other Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of releases or other accidents involving hazardous Materials, bio-hazardous Materials, or petroleum products or other Materials. Contractor agrees to permit entry of any property it occupies at the Airport at all reasonable times of inspectors of the County Department of Planning and Environmental Protection or (successor agency) and of other regulatory authorities with jurisdiction.

9.37.10 The Contract Administrator, upon reasonable written notice to Contractor, shall have the right to inspect all documents relating to the environmental condition of the property used by the Contractor at the Airport, including without limitation, the release of any Materials, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules, and regulations or any development order issued to the County pertaining to the Airport pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Contractor agrees to allow inspection of the property used by Contractor at the Airport by appropriate federal, state, County, and local agency personnel in accordance with applicable environmental laws, rules, and regulations, and as required by any development order issued to the County pertaining to the Airport pursuant to Chapter 380, Florida Statutes.

9.37.11 If County arranges for the removal of any Materials or the associated impacts to the environment from a release of Materials caused by Contractor or any of its officers, employees, contractors, subcontractors, invitees, agents, or trespassers at the Airport, all costs of such removal incurred by the County shall be paid by Contractor to County within ten (10) calendar days of County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

9.37.12 Contractor will not be liable for the release of any Materials caused by anyone other than Contractor, or any of its officers, employees, contractors,

subcontractors, invitees, agents, or trespassers. Nothing herein shall relieve Contractor of its general duty to cooperate with County in ascertaining the source and, containing, removing, and abating any Materials at the Airport. The Aviation Department and its employees, contractors, and agents, upon reasonable written notice to Contractor, and the federal, state, local and other County agencies and their employees, contractors, and agents, at times in accordance with applicable laws, rules, and regulations, shall have the right to enter any property used by Contractor at the Airport for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections, and audits as it deems appropriate.

9.37.13 This section shall survive the expiration or other termination of this Agreement.

9.37.14 Contractor hereby agrees that County shall have the right to require Contractor to conduct an environmental assessment and facility inspection at the end of the Initial Term and/or optional terms.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the [redacted] day of [redacted], 20[redacted], and Contractor, signing by and through its [redacted], duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
[redacted] day of [redacted], 20[redacted]

Insurance requirements approved by
Broward County Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Fax: (954) 357-7641

By: _____

Name: _____

Title: _____

By: _____
[Name] (Date)
Assistant County Attorney

By: _____
[Name] (Date)
Deputy County Attorney

FA
Shared Ride Concession Agreement
04/04/2018
#295400.2

AGREEMENT BETWEEN BROWARD COUNTY AND [REDACTED] FOR
SHARED RIDE AND LIMOUSINE CONCESSION SERVICES AT FORT LAUDERDALE-HOLLYWOOD
INTERNATIONAL AIRPORT

CONTRACTOR

WITNESSES:

[REDACTED]
CONTRACTOR NAME

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

____ day of _____, 20__

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT A – Scope of Services

Contractor and County agree that Contractor shall provide the following Scope of Services under this Agreement:

1. Scope of Services:

Contractor shall have the nonexclusive right to operate a limousine common carriage and shared ride service for the purpose of transporting passengers to and from the Terminals at the Airport and such other points at the Airport as may be subsequently designated by the Broward County Aviation Department (BCAD), to all points in Broward, Miami-Dade and Palm Beach Counties.

Contractor shall provide sufficient staffing for all shifts on a daily basis, 24 hours a day and 7 days a week, including weekends and holidays, to perform the required services. Staff shall arrive 30 minutes prior to the first arrival time of the first arriving aircraft and maintain a presence until an hour past the time of the last arriving aircraft, or as otherwise directed by County. Work shall be performed only by trained personnel in the employment of Contractor. Staff must be articulate, courteous, and accurate. Staff must be able to properly convey information to Airport guests, employees, and airport stakeholders. Contractor must provide staffing for extended hours to accommodate unscheduled late night arrivals due to inclement weather or other delays. In addition, Contractor must provide sufficient staffing in an event of a declared emergency such as prior to and directly thereafter a hurricane.

Contractor shall provide sufficient service vehicles to meet arriving passengers at all Terminals at the Airport on a 24-hour basis, 7 days a week including holidays and weekends, and shall be capable of obtaining any required licenses or authorizations to do business in the State of Florida and Broward, Miami-Dade and Palm Beach Counties. Contractor must provide service vehicles for extended hours to accommodate unscheduled late night arrivals due to inclement weather or other delays. In addition, Contractor must provide sufficient service vehicles in an event of a declared emergency such as prior to and directly after a hurricane.

County will install podiums at curbside locations in designated areas to allow Contractor and its staff to handle customer transactions and provide information regarding the service. Contractor and its staff will be expected to operate from these podiums at all required times under this Agreement. BCAD reserves the right to change podiums and staging and pick-up locations at any time throughout the length of the contract.

Contractor operates with staff on the curb, calling its own vans and/or limousines and assist with the loading process on the curb. Contractor, at any point during the length of the contract, may be required by BCAD to notify the ground transportation management company for the Airport when a vehicle is ready to be loaded on the curb, and Contractor will notify the ground transportation management company to summon the van and/or limousine from the Holding Area and/or staging area.

County shall provide and install, or cause to be installed, AVI transponders on Contractor's service vehicles, at no cost to Contractor. Contractor shall make its service vehicles available to County, or a contractor authorized by County, for the installation of AVI transponders, at a time and location established by County. Contractor shall maintain the functionality of the AVI transponders and participate in the Airport's ground transportation management system. The Contractor shall pay a Per Trip Fee at the rates set by the County. County may change the Per Trip Fee at any time.

County, may in its sole discretion, during the term of this Agreement, update or change the system or technology utilized by County to charge Per Trip Fees or track and/or manage the Airport's ground transportation management system. In the event of such a change or update, Contractor shall be required to take all necessary actions, at its sole cost, to ensure all of its vehicles remain compatible with the County's changed or updated system or technology.

Contractor must comply with the requirements of the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program. Contractor shall be required to submit quarterly reports of ACDBE participation on a form to be supplied by the County's Office of Economic and Small Business Development (OESBD).

Contractor's staff must attend all County required training class as directed by County. Contractor's staffing shall include a qualified onsite manager responsible for the overall activities relating to the management of the Program who shall be on call 24 hours per day including weekends and holidays. Contractor's staffing shall be defined by the Management and Operating Plan proposed by Contractor and approved by County. The onsite manager shall be the point of contact for County and serve as Contractor's representative at coordination meetings. Contractor's staff shall dress in a uniform attire, approved by County, and conduct business in a professional manner at all times.

Contractor is integral in the collective effort to ensure the safe and efficient management of this Shared Ride service. Collaboration is essential to developing operational procedures acceptable to all airport stakeholders. Contractor will participate in various coordination meetings and collaborate with County staff and other airport stakeholders to develop best management practices and procedures. At the direction of BCAD, Contractor shall provide monthly invoices to County staff detailing contractual expenses, and must prepare and maintain operational activity reports on operational issues and statistics as directed by BCAD's Director of Operations or his or her designee. Contractor must keep all business records on file for five (5) years or as otherwise directed by County.

Contractor is required to respond to complaints from the public, airport staff, or ground transportation operators in a timely manner. See Section 5.4 below.

Contractor will lease its own operational space on/off Airport property. Maintenance of the facility shall be Contractor's sole responsibility and cost.

BCAD partners with County departments to reduce the County's carbon footprint by engaging in energy efficiency and conservation, promoting renewable energy, and employing sustainability initiatives. Contractor shall provide ideas (technology, vehicles, and other methods) that will assist the County in reducing the County's carbon footprint.

Contractor must present a staffing plan to staff and explain their role and function to the operation. Contractor must be able to adjust to flight operations based on air carrier and terminal locations.

2. Privileges and Obligations of Contractor

- 2.1 Contractor shall have the nonexclusive right to conduct a shared ride and limousine service, zone fare, common carriage, door-to-door, ground transportation Concession for the purpose of transporting airline passengers from the Terminals at the Fort Lauderdale-Hollywood International Airport and such other points on the Airport as may be subsequently designated by County, to all points within the Miami-Dade, Broward and Palm Beach Counties (collectively, the "Counties"), to the extent that Contractor is authorized to operate within said Counties.
- 2.2 Contractor shall provide both Shared Ride and Limousine Service as herein provided.
- 2.3 Contractor and its employees may only operate from the Assigned Areas depicted in Exhibit D, attached hereto and made a part hereof. Contractor must provide its own point of sale equipment and signage, subject to the approval of the Aviation Department.
- 2.4 Contractor must have all required permits, licenses and approvals that authorize Contractor to operate within the Counties.
- 2.5 Contractor shall provide the vehicles proposed in its response to the RFP, to the extent accepted by the Aviation Department and as further specified in Exhibit J, attached hereto and made a part hereof.
 - 2.5.1 The vehicles specified in Exhibit J shall be dedicated solely for service to passengers arriving at the Airport (the "Core Fleet").
 - 2.5.2 Contractor may make additional vehicles available to provide service at the Airport, but the number of vehicles in the Core Fleet may only be decreased with the written approval of the Director of Aviation.
- 2.6 On the Commencement Date of this Agreement, Contractor will assign a dispatcher curbside at each Terminal to summon and load vehicles. Upon thirty (30) calendar days written notification from the Aviation Department, the curbside dispatching responsibilities may be assumed by the GTM. Upon authorization of the GTM, Contractor

may provide staff on the curb, at Contractor's expense, to summon and load Contractor's vehicles.

- 2.7 The rights and privileges granted herein do not include the right to provide charter ground transportation service.
- 2.8 It is understood and agreed that the rights and privileges herein granted Contractor do not prevent County from permitting any other methods of passenger ground transportation, including but not limited to, rental vehicles, private passenger vehicles not-for-hire, charter or non-charter buses or other charter services, taxis, charter limousines, airline crew transport, or pre-arranged transportation of cruise ship passengers. County further reserves the right to authorize properly decal hotel and motel courtesy vehicles, which are owned and operated by hotels or motels, to pick up their customers upon prior arrangement.
- 2.9 Contractor will be required to purchase and maintain an AVI for every vehicle used in service under this Agreement upon written notification by the Aviation Department. The AVI will be installed in each vehicle by the GTM at the time of purchase. Sharing of AVI between vehicles is not permitted.
- 2.10 It is understood and agreed between County and Contractor that County maintains and operates the Airport as a public facility. In order to render proper airport services to the public, it is required that Contractor shall provide and make available to the public at the Airport the Services set forth herein. A failure of Contractor to provide these services shall constitute a breach of this Agreement, entitling County to immediately terminate this Agreement. Contractor agrees that it shall provide and make available to the public the Services set forth herein.
- 2.11 Contractor, its employees, agents and independent contractors shall have ingress to and egress from the Airport premises, over Airport public roadways, subject to all laws, ordinances, rules and regulations which have been established or shall be established in the future by the Aviation Department, County, or the State of Florida. County may, from time to time, substitute other means of ingress and egress. County may at any time temporarily or permanently close or consent to or request the closing of any entrance or other roadway, and any other area at the Airport presently or hereafter used as a roadway. Contractor hereby releases and discharges County, its successors and assigns, of and from any and all claims, demands or causes of action which Contractor may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other area used as such, whether within or outside the Airport.
- 2.12 In the event the Aviation Department deems it desirable that Contractor operate at different location(s) than that reflected in Exhibit D, as may be revised from time to time,

Contractor shall be required to use such reassigned location(s) and Contractor shall use such location(s) so assigned without expense to County, and without any abatement of any of the sums payable by Contractor to County hereunder. In the event of any reassignment of Assigned Areas location(s) as provided hereunder, Exhibit D shall be revised by the Director of Aviation and a copy provided to Contractor. Upon receiving the Aviation Department's notice, Contractor may request, in writing, to meet with the Aviation Department and discuss, in good faith, any significant negative business impact Contractor believes it will suffer as a result of the relocation. After meeting with Contractor, the Director of Aviation, in the Director's sole discretion, will determine whether any adjustment decreasing or increasing the Privilege Fees is warranted. If an adjustment to the Privilege Fees is warranted, then an amendment to this Agreement reflecting such change shall be executed by Contractor, and any such amendment must be approved by the Board.

- 2.13 If additional storage or support space is available, and at the option of County, Contractor may lease storage space identified by County as available for such purpose, at an annual rate to be paid monthly and in an amount at least equal to the then current rate on a per square foot basis for similar or equivalent space. In such event, this Agreement must be amended to reflect the additional storage space and the rental rate therefore. The Director of Aviation is authorized to execute any such amendment based on rental rates and/or charges promulgated by County for the Terminals.
- 2.14 County, while providing parking facilities to Contractor's employees in common with employees of other contractors and users of the Airport, retains the right, at the sole election of County, to impose a reasonable charge for the privilege of utilizing these parking facilities, as may be permitted by County.
- 2.15 During installation and/or removal of any Personalty or Improvements, Contractor shall maintain the public areas surrounding the Assigned Areas in the same cleanliness as provided by County in other public areas.
- 2.16 County makes no representations or warranties whatsoever as to: (i) the condition of the Assigned Areas or any improvements or personal property in the Assigned Areas (collectively, such improvements and personal property are referred to as "Improvements"), including without limitation all improvements currently installed at such locations and all future improvements to be installed thereto, or (ii) whether the Assigned Areas or any improvements in the Assigned Areas, are in compliance with applicable federal, state, County and local laws, ordinances, rules, or regulations, or (iii) the fitness of the Assigned Areas or any improvements in the Assigned Areas, for any particular purpose. Contractor specifically obligates itself to conduct its own due diligent investigation as to the suitability of the Assigned Areas and any such improvements for Contractor's purposes. The Assigned Areas and all improvements therein are provided for Contractor's use in "**AS IS CONDITION**" and "**WITH ALL FAULTS.**" Contractor shall not be

entitled to any adjustment of any Privilege Fees or other payments hereunder on account of the condition of any improvements or any failure of any improvements to be in working order or because of any necessity of Contractor to repair or take corrective actions with respect to any improvements or because of the inability of obtaining or any delay in obtaining any required approvals from any governmental body having jurisdiction, including but not limited to County agencies. Furthermore, Contractor hereby releases County of any and all claims and liabilities whatsoever on account of the condition of the Assigned Areas and any improvements or any failure to be in working order or because of any necessity of Contractor to repair or take corrective actions with respect thereto, or the necessity for obtaining any approvals from any governmental body, including without limitation County agencies.

- 2.17 Contractor shall not erect any signs or advertising of any nature in the Assigned Areas or on Airport premises without the prior written approval of the Aviation Department.
- 2.18 Contractor shall permit the inspection by County or its authorized representatives of any vehicles or any other equipment used by Contractor at the Airport under this Agreement.

3. Fare and Services

- 3.1 Contractor agrees to provide the ground transportation services as described herein which may only be changed upon the prior written approval of the Aviation Department. Service must be available on a twenty-four (24) hour per day/seven (7) day per week basis every day of the year, without exception.
- 3.2 Should a conflict arise regarding the scope of the concession privileges authorized hereunder, any decision of the Aviation Department shall be final and conclusive and Contractor agrees to abide by the Aviation Department's decision.
- 3.3 During the term of this Agreement, Contractor agrees to charge fares to the traveling public that are not in excess of the fares set forth in Exhibit E, attached hereto and made a part hereof. Contractor shall not be entitled to increase the fares set forth in Exhibit E without first obtaining the prior written consent of the Aviation Department, which consent to any change in fares shall be based on the Aviation Department's analysis of the reasonableness of and reason(s) for the change in fares. Any increase in fares shall be approved in writing in the form of a revised Exhibit E, signed by the Director of Aviation, which shall automatically be deemed to update and replace Exhibit E hereto.
 - 3.3.1 Any requested fare increase must be based on bona fide direct operating costs incurred by Contractor, and Contractor shall provide the Aviation Department with such back-up documentation as the Aviation Department shall reasonably require regarding any requested fare increase. Direct operating costs shall only include actual costs paid by Contractor to a third party and salary costs of

employees of Contractor, and shall not include finance or interest expenses, supervisory, legal, or other overhead or internal costs of Contractor.

- 3.3.2 During the first two (2) years of this Agreement, any increase in the fares charged to the traveling public may be conditioned upon an increase in the Deplaned Passenger Fee payable to County. Any such change in the Deplaned Passenger Fee shall be established by amendment to this Agreement, executed by Contractor and County, through action by the Commission.
- 3.4 Contractor shall post in prominent location(s), as approved by the Aviation Department, copies of its fare schedule, which shall be easily readable by the public.
- 3.5 Should Contractor offer a pre-reservation service through the internet or other means, the fare schedule must be posted at the reservation site for the review of potential passengers.
- 3.6 Fare rates shall apply equally to all passengers.

4. Privilege Fees, Charges and Accountability

4.1 For the privilege of operating a Shared Ride and Limousine Service Concession at the Airport, Contractor agrees to pay to the County: the Per Trip Fees as described in Exhibit E; and the additional monetary compensation and/or in-kind services as described in Exhibit B.

4.2 Contractor shall pay to the Aviation Department a monthly aggregated Per Trip Fee as established in Chapter 39 of the Broward County Administrative Code.

4.2.1 On a monthly basis, the Aviation Department will inform Contractor of the number of trips made by Contractor's vehicles during the previous month, and will invoice Contractor the Per Trip Fee multiplied by the number of trips made by Contractor's vehicles during the month.

4.2.2 Such payment will be due to the County within thirty (30) calendar days of the sending of an invoice.

5. Operational Standards

- 5.1 Contractor agrees that it shall provide and make available at the Assigned Areas the types of Shared Ride and Limousine Service as proposed in Contractor's Proposal to the extent approved by Contract Administrator and as required by this Agreement. The services Contractor must provide shall include, but not be limited to all services identified in Contractor's Proposal, except such services as have been disapproved or modified by County. Contractor shall not change, remove, or modify any services provided hereunder

without the prior written consent of the Aviation Department. In addition, the Aviation Department may require the addition of certain services, as may be agreed to between the parties, which are in public demand. The maximum waiting time for passengers using Contractor's Shared Ride service shall not exceed thirty (30) minutes from the time the customer requests the service until the vehicle is loaded and departs the Airport. The maximum wait time for passengers using Limousine Service shall not exceed ten (10) minutes from the time the customer requests the service until the vehicle is loaded and departs the Airport.

- 5.2 The only exception to this Section 5.2 is that the maximum waiting period may be extended for good cause when a special purpose vehicle normally assigned to the Airport has been previously dispatched from the Airport. In such case, Contractor shall make all efforts to minimize the waiting time for the passenger, including obtaining service for the passenger from an alternative provider, without additional cost (over the normal cost of providing service) to the passenger.
- 5.3 No comingling of passengers shall be permitted with respect to departing passengers; that is, Contractor shall not carry passengers that will be departing from an airport other than the Airport in the same vehicle as passengers that will be departing from the Airport.
- 5.4 Contractor shall forward to the Aviation Department, on a monthly basis, a list of any questions or complaints, whether verbal or written, from either the public or the Aviation Department, accompanied by Contractors' resolution of any such complaints. Contractor shall respond verbally or in writing to the complainant within one (1) calendar day, regardless of whether the complaint was initiated by a member of the public, employees of the Aviation Department, any other third party. Contractor shall be required to investigate the nature of the complaint and contact the complainant to get their contact information, including their name, phone number and email address, if available. Contractor shall respond to the initial complaint in the same manner in which complainant made their initial complaint, i.e. if the complaint was made via phone call or email, Contractor shall respond through the same medium of communication.

Contractor shall then be required to follow up in writing to the complainant with a resolution/close out of said complaint within five (5) calendar days following the initial complaint. Contractor shall copy the Contract Administrator on all correspondence regarding any such complaints. At the request of the Contract Administrator, Contractor shall meet with the Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures requested by the Contract Administrator shall be implemented by Contractor as expeditiously as possible. Contractor shall submit a monthly report to the Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters.

- 5.5 Contractor shall meet with the Aviation Department on no less than a quarterly basis (or more often, at the request of either party) to discuss business and operational issues.
- 5.6 At the Aviation Department's request, Contractor shall meet with the Aviation Department to review any complaints or concerns and to promptly correct any deficiencies. The Aviation Department's determination as to quality of operation or services shall be conclusive and curative measures shall be implemented by Contractor as expeditiously as possible.
- 5.7 The hours of business during which Contractor is to conduct its operations at the Airport shall be such that the Shared Ride and Limousine Service demands of all passengers of any and all arriving flights at the Airport are met. Contractor agrees that it shall have staff available in the Customer Service Kiosks ("Kiosks") outside each Terminal from the time of the first scheduled arrival of each day until at least forty-five (45) minutes after the actual time of the final arrival of each day in each Terminal and shall have vehicles available to provide transportation to passengers during these hours. The service hours in each Terminal may vary. Any deviation from the operating hours as specified herein must be approved by the Aviation Department.
- 5.7.1 It will be the responsibility of Contractor to monitor flight times on a daily basis and to ensure that it has sufficient staff and vehicles to operate during the hours established in Section 5.7. In the event of flight delays, Contractor is required to continue to operate and offer transportation services pursuant to Section 5.7.
- 5.7.2 Variations from the operating hour's requirements must be approved in writing by the Aviation Department prior to any implementation of said change. Contractor may request an adjustment of hours, but must demonstrate why this adjustment is necessary, and will not cause a significant diminution of customer service. The Aviation Department will consider any such requests and will decide, in its sole and absolute discretion, whether such change is warranted.
- 5.7.3 The operating hours shall be prominently posted at each Operations Area and Kiosk. Such operating hour's signage must be permanent in appearance. The posting of operating hours, however, does not negate the contractual requirement for adherence to Section 5.7 herein.
- 5.8 The management and operation of the Concession shall at all times be under the supervision and direction of an active, qualified, competent manager ("Manager") who shall at all times be an employee of Contractor and all times be subject to the direction and control of Contractor.
- 5.9 The Manager or a Duty Manager shall be available at the Assigned Areas during all hours of operation. The Manager or a Duty Manager shall be available by telephone twenty-four (24)

hours per day, seven (7) days per week with the ability to be at the Airport within thirty (30) minutes if necessary. Contractor shall supply a single mobile or cellular communication device to the Manager or Duty Manager that may be used by the Aviation Department to reach, at all times, the person who is responsible for the Contractor's operation.

- 5.10 Contractor agrees to develop a policy outlining the rules, regulations, and operating procedures which apply to its employees within sixty (60) calendar days after execution of this Agreement and to submit same for approval of the Aviation Department. Contractor shall not modify or deviate from this policy without the prior written approval of the Aviation Department. A failure of Contractor to comply with the policy approved by the Aviation Department shall be a default under this Agreement, entitling County to exercise any and all remedies available hereunder. Contractor agrees to demonstrate compliance with the rules, regulations and operating procedures contained within the policy. Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including but not limited to those rules published by the Aviation Department with respect to the Airport.
- 5.11 The operations of Contractor, its employees, invitees, suppliers and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of Contractor must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies developed by Contractor and approved by the Aviation Department.
- 5.12 Contractor agrees that it shall have sufficient employees to staff Operations Areas, as well as to operate vehicles, so as to properly conduct Contractor's operations.
- 5.13 Contractor shall at all times retain qualified, competent, and experienced employees at the Airport to conduct its operations. Contractor's employees shall be clean, courteous, efficient, and neat in appearance. Contractor shall not employ any person or persons at the Airport or in its vehicles who shall use improper language, or act in a loud, boisterous or otherwise improper manner. The Aviation Department shall be the sole judge on the question as to whether the conduct of Contractor's representatives is objectionable, and if so judged, Contractor shall take all steps necessary to eliminate the conditions which have occasioned such judgment. Contractor shall maintain a friendly and cooperative relationship with other tenants on the premises of the Airport, and shall not engage in open or public disputes, disagreements, or conflicts, tending to deteriorate the quality of the services offered at the Airport, or be incompatible to the best interest of the public or the Airport.
- 5.14 Contractor agrees that its employees, franchisees or subcontractors shall not engage in soliciting business or meeting potential or pre-reserved passengers at any area of the Airport, except at the Kiosk Locations and any other Assigned Areas. Contractor, its employees or contractors shall not pay or otherwise induce a skycap or other person to solicit passengers on behalf of Contractor or to direct passengers to use Contractor's services.

5.14.1 “Soliciting” for the purpose of this Agreement, shall include calling to persons who have not approached the Kiosk Locations independently; leaving the Kiosk Locations and Operations Areas to talk to Airport users (except to assist passengers who have already purchased a ticket for a shared ride or limousine trip); use of signs, other than those previously approved by the Aviation Department, to promote service or to attract potential customers; and/or distribution of any written material to promote service, except on the Kiosk Locations, in approved dispensers.

5.14.2 Additionally, Contractor’s employees shall not solicit a customer for tip or gratuities for services rendered at the Airport. Placement of a “tip cup” at the Kiosk Locations, Operations Areas or inside any vehicle that is used for concession services or any other form of container soliciting for a tip from any customer is strictly prohibited.

5.15 The Airport shall have the right to adopt and enforce reasonable and nondiscriminatory rules and regulations and operating performance standards with respect to the use of the Assigned Areas, which Contractor agrees to observe and obey. The Airport may amend such rules or regulations and operating performance standards from time to time and shall provide copies thereof to the Contractor.

5.16 Standard of Service. Contractor shall operate and maintain a standard of service and quality at least equal to that high standard provided at comparable international airports, while at the same time operating in a commercially reasonable and legally required manner. County’s determination as to quality of service that is required shall be conclusive and shall be accepted and performed by Contractor. The Aviation Director in consultation with the GTM and Contractor may direct modifications to Contractor’s Operations Plan including, but not limited to, Operating Areas outside of the Kiosks and curbside loading procedures. In the event of disagreement by any party the Aviation Director’s decision will be final.

5.17 The following table sets forth a schedule of Disincentive Fees for violations of operating standards or failure to adhere to contractual requirements. Contractor acknowledges and agrees that the damages that would be incurred by County upon Contractor’s nonperformance are difficult to quantify and not readily ascertainable. Contractor acknowledges and agrees that the Disincentive Fees are fair and reasonable. Contractor waives any and all challenges and legal defenses to the validity of any Disincentive Fee amounts, including that the Disincentive Fees are void as penalties. The imposition of a Disincentive Fee shall not operate to limit or otherwise affect County’s rights under this Agreement, or at law or in equity, for Contractor’s breach of this Agreement, or as a limit on County’s damages for any breach except for those enumerated below.

<u>Infraction</u>	<u>Contract Section Reference</u>	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd (or further) Violation</u>
Use of any space at the Airport not included in Exhibit D to this Agreement	2.3	Written Warning	\$100 per day	\$200 per day
Use of vehicles, other than those specified in Exhibit J to this Agreement, without the approval of the Aviation Department	2.5	\$100 per vehicle per day	\$200 per vehicle per day	\$300 per vehicle per day
Placement of unapproved signage, advertising, or promotional materials	2.17	Written Warning	\$100 per incident per day	\$250 per incident per day
Fares changed in excess of the approved fares in Exhibit E to this Agreement	3.3	Ten times (10x) the difference between the approved fare and that charged	Twenty times (20x) the difference between the approved fare and that charged	Fifty times (50x) the difference between the approved fare and that charged
Failure to post fares listed in Exhibit E to this Agreement	3.4	Written warning	\$100 per day	\$250 per day
Passenger waiting for a shared ride vehicle for more than thirty (30) minutes.	5.2	\$25 per occurrence	\$50 per occurrence	\$100 per occurrence
Passenger waiting for limousine pick-up more than ten (10) minutes.	5.2.1	\$25 per occurrence	\$50 per occurrence	\$100 per occurrence
Failure to respond in writing to customer complaints within five (5) calendar days of complaint.	5.4	\$25 per occurrence	\$100 per occurrence	\$500 per week over the required suspense date
Failure to have sufficient staff to operate the Kiosks or Operations Areas and provide transportation services.	5.12	Written Warning	\$100 per incident	\$250 per incident
Solicitation of passengers (or potential passengers)	5.14 and 5.18	Written Warning	\$100 per incident	\$250 per incident
Failure to and maintain the Assigned Areas in a clean, neat and sanitary condition, and attractive in appearance.	6.3	Written Warning	\$250 per incident	\$500/incident

<u>Infraction</u>	<u>Contract Section Reference</u>	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd (or further) Violation</u>
Failure to provide ACDBE participation report.		Written Warning	\$100 per day late	\$250 per day late
Failure to comply with any reporting requirements as referenced in this Agreement.	Throughout Document	Written Warning	\$250 per incident	\$500 per incident

5.17.1 In addition to the above, Contractor’s noncompliance with any provision of this Agreement which is not specifically set forth above shall be subject to a Disincentive Fee in the amount of \$100 per day that Contractor is in noncompliance.

5.17.2 If Contractor believes, in good faith, that there are extenuating circumstances that have resulted in the levying of a Disincentive Fee, it shall have the right to provide documentation of such extenuating circumstances beyond the control of Contractor, and the Director of Aviation shall have the right, on behalf of County, in his/her sole and absolute discretion, to waive the Disincentive Fee in such cases.

5.18 Contractor and its subcontractors agree that no solicitations for private business shall be carried on at the Airport premises, except as may be specifically allowed hereunder. No other type or kind of business, except that provided herein, shall be conducted at the Airport by Contractor.

5.19 Upon request by the Aviation Department, Contractor shall provide the Aviation Department with emergency evacuation and hurricane plans consistent with County’s plans for the Airport. These plans shall be detailed procedures of actions to be taken by Contractor, if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by the Aviation Department.

5.20 Should a conflict arise between Contractor and other concession operators at the Airport regarding the scope of concession privileges, the Aviation Department’s decision on the matter shall be final and conclusive. Contractor agrees to abide by the Aviation Department’s decision.

5.21 Contractor shall accept at least three (3) major credit cards and debit cards for payment in all of Contractor’s vehicles.

5.22 Contractor shall provide, supply and maintain suitable modern, latemodel air conditioned limousines/luxury sedans and shared ride vans of good quality, in such number as may be needed, but in no event less than the quantity and types described on Exhibit J which shall be ready for use at the Airport to provide transportation for all persons using the Airport.

Such vehicles shall be sufficient in quantity to meet the demand for the Shared Ride and Limousine Services at the Airport, but in no event less than the quantity and types described on Exhibit J.

- 5.22.1 Contractor shall maintain its vehicles and other equipment in a clean, first-class operable condition and repair. During the term of this Agreement, vehicles shall be replaced by Contractor, as age and condition warrant. Vehicles shall be plainly marked and identified as to their purpose and function.
 - 5.22.2 The Aviation Department shall have the right to inspect and approve all vehicles in Contractor's fleet, and Contractor shall not use any vehicle in its fleet that does not have the Aviation Department's written approval.
 - 5.22.3 Use of buses or any vehicle having a seating capacity in excess of nineteen (19) persons (excluding the Driver) is prohibited.
- 5.23 Contractor shall load and discharge passengers at such points on the Airport as may be designated by the Aviation Department or its authorized representative. Contractor shall comply with the Aviation Department's current and future GTP and the direction of the County's GTM. The Operations Areas may be revised or changed from time to time by the Aviation Department or the GTM, through notice, signed by the Director of Aviation, along with a revised Exhibit D.
- 5.24 Smoking is not permitted in any vehicle used by Contractor, or during the performance of any Services by Contractor for Shared Ride and Limousine Services.
- 5.25 Contractor shall be responsible to ensure that all Drivers use appropriate waste receptacles for the disposal of all trash and garbage, including cigarette butts, matches, paper, etc. Contractor shall be responsible to ensure that all Operations Areas are maintained in a clean and orderly manner and free of debris and trash.
- 5.26 Contractor shall instruct each of its Drivers, prior to assignment to the Airport, of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement, and instruct such Drivers as to the methods and procedures used at the Airport. Contractor shall not discriminate on against any person or group of persons in any manner prohibited by federal, state, or local laws, rules or regulations. Contractor shall notify all of its Drivers that they are to accept any and all passengers desiring the services of Contractor without unlawful discrimination of any kind. Contractor agrees that any violation by Drivers operating under this Agreement shall be cause for denying such Driver the privilege to come upon the Airport to do business as a representative of Contractor under this Agreement.

- 5.27 Contractor shall require its Drivers and vehicles to remain away from the curbside Passenger Loading Areas at the Terminals until summoned for loading. On the Commencement Date of this Agreement, Contractor's starter will summon the vehicles for loading at the curb. Upon thirty (30) days' written notice from the Aviation Department, the GTM will assume dispatching duties.
- 5.28 Contractor shall be required to perform the following prior to performing Services under this Agreement:
- i. All of Contractor's Drivers successfully shall be required to successfully complete a County approved Courtesy Training Program before they are permitted to operate at the Airport. This program must be comparable in content to County's SUNSATONAL Service program. Annually and as often as requested, Contractor shall furnish to the Aviation Department, for review and approval, a copy of Contractor's training course, as well as dates for initial training and refresher courses and a list of Drivers who have successfully passed the training courses;
 - ii. Propose shall be required to train its employees with regards to all Services under this Agreement, and to coordinate said training with the Aviation Department, at least 30 (thirty) days prior to the Commencement Date of Services under this Agreement; and
 - iii. At the conclusion of this Agreement's Term, Contractor, if directed by County, shall be required to train and/or make assigned area available to the next provider of Shared Ride services at the Airport for a period of time not to exceed 30 (thirty) days, for training purposes, which shall not interfere with the current Contractor's Services.
- 5.29 Contractor's employees, franchisees, and subcontractors shall be appropriately attired, as follows:
- 5.29.1 Employees, except for Drivers, shall be provided with uniforms which shall be distinctive and which shall be subject to approval by the Aviation Department. All employees shall be required to wear the appropriate approved uniform at all times when on duty. Contractor shall ensure that the employees and their uniforms are clean and neat.
 - 5.29.2 Drivers shall be appropriately dressed while operating at the Airport. All Drivers must wear neat and clean shirts with collars and sleeves, slacks, shoes, and socks. T-shirts, shorts and open-toed shoes are prohibited.
 - 5.29.3 Employees and Drivers shall adhere at all times to professional appearance standards and shall not smoke or eat during the performance of any Services

under this Agreement. Nor shall Employees or Drivers smoke or eat in any areas assigned to Contractor by County.

- 5.30 All of Contractor's vehicles that are engaged in picking-up or delivering passengers at the Airport shall display an Airport Sticker in the manner required by the Aviation Department. Additionally, all of Contractor's vehicles must be equipped with an AVI purchased specifically for use at the Airport. Any vehicle not bearing both the required Airport Sticker and an AVI shall not be permitted to pick-up or deliver passengers at the Airport.
- 5.31 Within thirty (30) calendar days of the Effective Date of this Agreement, Contractor shall prepare and deliver to the Aviation Department, an Operation Plan for its operation at the Airport. Such Operation Plan shall include, at a minimum:
- 5.31.1 Organizational staffing chart, including management and supervisory staff and contact information;
 - 5.31.2 Utilization and use of the ground transportation kiosks (including staffing and available information for customers);
 - 5.31.3 Procedures for company starters to load passengers on the curb. (Note: this responsibility will be assumed by the GTM once such firm is operating and the thirty (30) days notification is given by the Aviation Department to Contractor);
 - 5.31.4 Procedures for management control of Drivers and other staff at the Airport;
 - 5.31.5 Management control and conduct of Drivers and other staff at the Airport (including both hold yard and curb front activities);
 - 5.31.6 Policies for vehicle condition/appearance;
 - 5.31.7 Customer services policies;
 - 5.31.8 Procedures for handling passenger complaints; and
 - 5.31.9 Procedures for offering pre-arranged reservations (on-line or telephonically) to potential customers.
- 5.32 Contractor further agrees to update or revise such Operation Plan, if directed by the Aviation Department, and shall submit such updated Operation Plan for approval by the Aviation Department. Contractor shall not modify or deviate from the approved Operation Plan without the prior written approval of the Aviation Department. Failure to comply with the accepted Operation Plan approved by the Aviation Department shall be a default under this Agreement, entitling County to exercise any and all remedies available hereunder.

- 5.33 Contractor shall ensure that one or more appropriately equipped vehicle(s) are available to the Airport for purposes of transporting disabled persons from the Airport. Such vehicle(s) shall be operated by appropriately trained Drivers. Fares to the public for the use of the vehicle(s) shall be at the same rates as approved for other vehicles in Contractor's fleet. In the event that the assigned vehicle(s) is in use, Contractor shall use its other resources available to ensure that service for transportation of disabled persons is available at all times. The provisions of this Section are in addition to (and not a limitation of) any other requirements that may be imposed by applicable federal, state, or local laws or regulations, including without limitation, the Americans with Disabilities Act of 1990, and Title IV Code of Federal Regulations, Parts 27 and 37. Contractor will provide a designated telephone number for receiving requests for services to be provided hereunder.
- 5.34 Contractor shall give County, or its agent, prompt written notice of any occurrence, incident, or accident occurring on Airport premises relating to Contractor's activities or operations, or affecting Contractor's personal property.

6. Maintenance

- 6.1 Contractor is responsible for cleanliness within the Assigned Areas, including the exterior walls of the Kiosk Locations and any Operational Area podium.
- 6.2 The Aviation Department will be responsible for structural maintenance of the Kiosk Locations and any Operational Area podium.
- 6.3 Contractor shall provide at its own expense such janitor and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Assigned Areas.
- 6.3.1 In a timely manner, Contractor will provide for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of Contractor's operations.
- 6.3.2 Contractor agrees to provide and use suitable covered receptacles for all garbage, trash and other refuse in its Assigned Areas.
- 6.3.3 Contractor shall maintain the Assigned Areas in a neat, orderly and clean condition, and there shall be no food, papers, or rubbish visible at any time.
- 6.4 Contractor shall keep and maintain in good condition all electrical equipment and fixtures located at or in its Assigned Areas.
- 6.5 County, its employees and representatives, shall have the right to enter Contractor's Assigned Areas to:

- (a) Inspect the Assigned Areas during Contractor's regular business hours or at any time in case of emergency to determine whether Contractor has complied with and is complying with the terms and conditions of this Agreement and other enumerated health/operational standards;
- (b) Perform any and all things which Contractor is obligated to perform and has failed after reasonable notice to perform, including but not limited to, maintenance, repairs and replacements to Contractor's Assigned Areas or lack of immediate reaction to emergency conditions and the cost of all labor and materials required to complete the work will be paid by Contractor to County within thirty (30) calendar days following demand for said payment at County's standard rates, plus any overhead; and
- (c) Exercise County's police power.

6.6 Notwithstanding the above, in the event of an emergency condition, the representatives of County shall have the right to enter Contractor's Assigned Areas to perform maintenance, repair and/or replacement. The cost of all labor and materials required to complete the emergency work will be paid by Contractor to County within thirty (30) calendar days following demand for said payment at County's standard rates, plus any overhead.

6.7 If Contractor refuses or neglects to undertake any maintenance or replacements requested by the Aviation Department or other representatives of County, or if County is required to make any repairs necessitated by the negligent acts or omissions of Contractor, its employees, agents, servants or licensees, County shall have the right to make such repairs on behalf of and for Contractor. Such work shall be paid for by Contractor within thirty (30) calendar days following demand for said payment at County's standard rates, plus any overhead.

6.8 Contractor agrees to provide adequate control of rodents, insects, and other pests in its Assigned Areas. In the event that Contractor's rodent, insect and pest control program is not acceptable or sufficient, the Aviation Department may seek to control such rodents, insects and pests by other means. Contractor agrees to reimburse County no later than thirty (30) calendar days following demand for any expenses incurred by County due to conditions within the Contractor's Assigned Areas.

7. **Compliance**

7.1 Contractor shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state and local taxes and fees, which are now or may hereafter be levied upon the premises, or upon Contractor, or upon the business conducted on the premises, or upon any of Contractor's property used in connection therewith, including, but not limited to applicable sales and excise taxes, and shall maintain in current status all federal, state and

local licenses and permits required for the operation of the business conducted by Contractor.

- 7.2 Contractor, its officers, agents, servants, employees, contractors, licensees and any other person who Contractor controls, or has the right to control and all employees shall comply with all present and future laws, ordinances, orders, directives, rules, and regulations of the United States of America, the State of Florida, Broward County, and all municipalities, and their respective agencies, departments, authorities and commissions which pertain to the provision of concession services at the Airport or which may affect Contractor or its operations at, or in connection with, the Airport, including without limitation the Americans with Disabilities Act of 1990, and any and all regulations promulgated thereunder and all the provisions of the Broward County Code of Ordinances, prescribing the policies for engaging in the business of providing passenger services to the public for compensation.
- 7.3 Contractor shall pay wages that are not less than the minimum wages required by federal and state statutes and local ordinances, to persons employed in its operations hereunder.
- 7.4 Contractor shall, at its own expense, provide and maintain in full force and effect any and all federal, state, County and municipal certificates, licenses and permits required for the operation of all aspects of Contractor's business.
- 7.5 The obligation of Contractor to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by County to the application to itself of such requirements or any of them.
- 7.6 Contractor agrees to permit entry, inspection, and testing of all Assigned Areas used by Contractor, at all reasonable times, by inspectors of any federal, state, or county agency having jurisdiction under any law, rule, regulation, or order applicable to the Airport premises or the operations of Contractor. This right of entry, inspection and testing shall impose no duty on County to take any such action and shall impart no liability on County should it not take any such action.

EXHIBIT B – MONETARY/NON-MONETARY COMPENSATION

[CONTRACTOR WILL SUBMIT AND PARTIES WILL NEGOTIATE]

EXHIBIT C – Minimum Insurance Requirements

EXHIBIT F

Minimum Insurance Requirements SHARED RIDE AND LIMOUSINE SERVICE

CONCESSION the following are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and be incorporated in the final agreement. Any deviation or change shall be approved in writing by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises--Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobile equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 Mil	\$ 1 Mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> ComprehensiveForm <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Autos and vehicles of any kind used	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil non airside No airside access	
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY with cleanup, including but not limited to,	Max Ded \$10K		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$1 mil
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. NO DEDUCTIBLE SHALL BE GREATER THAN TEN THOUSAND DOLLARS (\$10,000.00) "claims made" basis must remain in force for two (2) years after the termination of this contract			
Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Certificate Must be Signed and All applicable Deductibles shown. INSURED is RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI, RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act **CANCELLATION: Thirty (30) Day** written notice of cancellation required to the Certificate Holder:

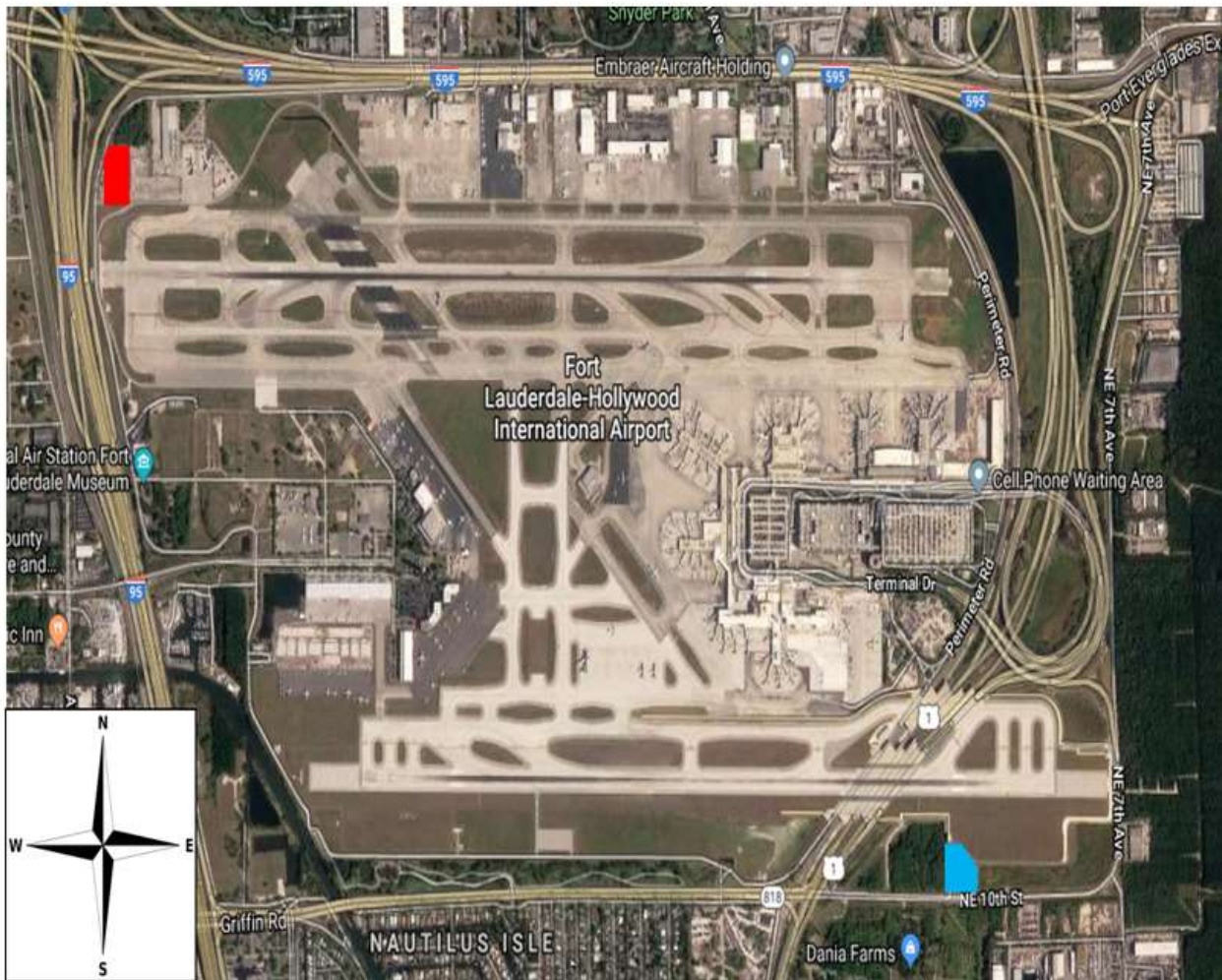
Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite 101
 Fort Lauderdale, FL 33301 RE: K. Willman


 Digitally signed by Tracy Meyer
 DN: dc=local, dc=fl-airport,
 ou=FLUSERS, cn=Tracy Meyer
 Date: 2018.04.02 11:45:24 -0400
 Aviation Risk Manager

InsuranceLimitsForm.03 Revised certificateofinsurance2005.DOC COI

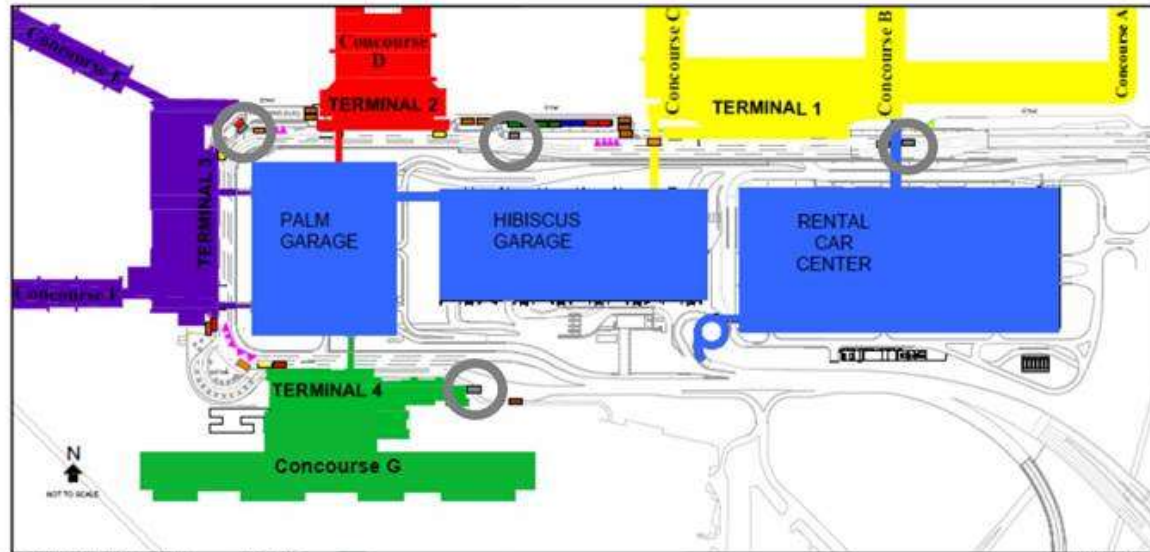
EXHIBIT D – ASSIGNED/OPERATIONAL AREAS

**EXHIBIT D-1
SHARED RIDE & LIMOUSINE HOLD LOT**



-  Ride Sharing / Motor Coach / Shared Ride Hold Lot
-  Taxi Hold Lot

**EXHIBIT D-2
ASSIGNED/OPERATIONAL AREAS – TERMINALS**



LOWER LEVEL DRIVE

LEGEND:

- SHERIFF VEHICLE ONLY
- AUTHORIZED VEHICLE ONLY
- TAXI
- CRUISE BAGGAGE TRUCKS
- DELIVERY VEHICLE
- ▲ COMMERCIAL VEHICLE LANE / EMBARKING CRUISE OPS
- INTER-TERMINAL / AIRPORT ECONOMY PARKING / TRI-RAIL / SUN TROLLEY
- SHARED RIDE CONCESSION & LIMOUSINE SERVICES
- ▲ CUSTOMS AND BORDER PROTECTION

- NOTE:**
- Gate 100 and Garages.
 - Vehicle must be attended at all times. All vehicles are subject to security inspection.
 - Deliveries 24/7

EXHIBIT E – FARES

[CONTRACTOR WILL SUBMIT AND PARTIES WILL NEGOTIATE]

Per Trip Fee

Contractor shall pay to the Aviation Department a monthly aggregated Per Trip Fee as established in Chapter 39 of the Broward County Administrative Code.

On a monthly basis, the Aviation Department will inform Contractor of the number of trips made by Contractor's vehicles during the previous month, and will invoice Contractor the Per Trip Fee multiplied by the number of trips made by Contractor's vehicles during the month.

Such payment will be due to the County within thirty (30) calendar days of the sending of an invoice.

Licenses, Fees and Taxes. Contractor shall pay, on or before their respective due dates, all federal, state, County, and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon any premises used by Contractor or the estate hereby granted, or upon Contractor, or upon the business conducted by Contractor, or upon any of Contractor's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Contractor shall maintain in current status all federal, state, County and local licenses and permits required for the operation of the business conducted by Contractor. In addition, Contractor shall be responsible for any and all other taxes which are due, or which may become due, pursuant to Chapter 212, Florida Statutes, as it may be amended from time to time, and any implementing regulations.

Late Payments - Interest. County shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due until the date paid on any amounts that are past due under this Agreement. The right of County to require payment of such interest and the obligation of Contractor to pay same shall be in addition to and not in lieu of the right of County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

Other Fees and Charges. Contractor acknowledges that County has or will establish, from time to time, various fees and charges for the use of various facilities, equipment and services provided by County and not leased to or specifically provided to Contractor hereunder, and the procedures relating to payment of same. Contractor shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by County.

Additional Fees and Charges. If County is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Contractor to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement

or as a result of any act or omission of Contractor contrary to said conditions, covenants or agreements, Contractor agrees to pay the sum or sums so paid by County or the expense so incurred by County, including all interest, costs, damages and penalties, and the same may be added to any installment payment thereafter due hereunder, and each and every part of the same shall be and become additional privilege fees recoverable by County in the same manner and with like remedies as if it were originally a part of the privilege fees payable under this Agreement. All such sums of money shall be paid by Contractor within thirty (30) calendar days after written demand therefore.

Dishonored Check or Draft. In the event Contractor delivers a dishonored check or draft to County in payment of any obligation arising under this Agreement, Contractor shall incur and pay a service charge in the amount established by County from time to time. In such event, the Aviation Department may require that future payments be made by cashier's check or other means acceptable to the Aviation Department.

Place of Payments. All payments required to be made by Contractor under this Agreement shall be made payable to "Broward County," and shall be paid to the Finance Division, Broward County Aviation Department, 100 Aviation Boulevard, Fort Lauderdale, FL 33315, or to such other office or address as may be substituted therefore.

EXHIBIT F – Security Requirements

Airport Security Program and Aviation Regulations.

Contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor also agrees to comply with the County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subconsultants/subcontractors, employees, invitees and guests of Contractor observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Contractor, its subconsultants/subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Contractor agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Contractor fails to remedy any such deficiency, the County may do so at the sole cost and expense of Contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

- (a) Access to Security Identification Display Areas and Identification Media. Contractor shall be responsible for requesting the Aviation Department issue Airport Issued Identification Media to all employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Contractor's personnel transferred from the Airport, or terminated from the employ of Contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Contractor shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to

time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Contractor to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

- (b) Operation of Vehicles on the AOA: Before Contractor shall permit any employee of Contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Contractor or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.
- (c) Consent to Search/Inspection: Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor further agrees on behalf of itself and its subconsultant/subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Contractor acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by Contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any subconsultant/subcontractor.
- (d) Contractor understands and agrees that if any of its employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement provided by the Aviation Department.
- (e) The provisions of this exhibit shall survive the expiration or any other termination of this Agreement.

EXHIBIT G – Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as amended, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor 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, in its performance of the Services under this Agreement. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the 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 the 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 the Contractor of the Contractor’s obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The 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 Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the 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, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the Agreement until the Contractor complies; and/or
 - b.
 - c. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six of this exhibit in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The 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 the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT H – ACDBE Letter of Intent



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER**
(Form to be completed and signed for each DBE/ACDBE firm)

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

Bidder/Offeror Name: _____

Address: _____ **City:** _____ **State:** ____ **Zip:** _____

Authorized Representative: _____ **Phone:** _____

DBE/ACDBE Subcontractor/Supplier Name: _____

Check one: **Address:** _____

DBE **City:** _____ **State:** ____ **Zip:** _____ **Phone:** _____

ACDBE **Authorized Representative:** _____

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

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

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

Bidder/Offeror Authorized Representative

(Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative

(Signature) (Title) (Date)

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

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

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

DBE ACDBE Letter of Intent - Rev. January 2013

EXHIBIT I – ACDBE Quarterly Activity Report



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
 Governmental Center Annex
 115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301
 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

**AIRPORT CONCESSION DISADVANTAGED
 BUSINESS ENTERPRISE (ACDBE)
 QUARTERLY ACTIVITY REPORT**

Reporting Period: 1st Quarter (10/1/___ – 12/31/___) 2nd Quarter (01/1/___ – 03/31/___)
(Please check appropriate reporting period)
 3rd Quarter (04/1/___ – 06/30/___) 4th Quarter (07/1/___ – 09/30/___)

Concessionaire: _____

Address: _____

Project Title: _____ Concession Type: _____

Concessionaire's Gross Receipts	Reporting Period (listed above)	Total Reported To Date (for Fiscal Year)
TOTAL	\$	\$

ACDBE Name (s)	Gross Receipts for Reporting Period (listed above)	ACDBE Participation % for this Reporting Period	Total ACDBE Gross Receipts Amount reported to date	Total ACDBE Participation % to Date
1.	\$	%	\$	%
2.	\$	%	\$	%
3.	\$	%	\$	%
TOTAL	\$	%	\$	%

 Signature of authorized representative / Date

 Phone

 Print name of authorized representative

DBE CONCESSION YEAR 10/01/___ THROUGH 09/30/___

SBDD Compliance Form 2008-14

**EXHIBIT J – FLEET OF VEHICLES
(TO BE PROVIDED BY CONTRACTOR)**