



AGREEMENT BETWEEN BROWARD COUNTY AND SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE FOR GROUND TRANSPORTATION MANAGEMENT SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-05-0-AV-01)

This is an Agreement ("Agreement") made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and SP Plus Curbside Management Joint Venture (individually and collectively, "Contractor"), a joint venture between SP Plus Corporation, a Delaware corporation, and B & L Service, Inc., a Florida corporation, each authorized to do business in Florida (collectively referred to as the "Parties").

RECITALS

A. County owns and operates Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida ("Airport").

B. County conducted a competitive solicitation seeking proposals from qualified and experienced firms to administer and manage the Ground Transportation Program (hereinafter defined) at the Airport.

C. Contractor is a joint venture engaged in the business of ground transportation management and received the highest ranking during the competitive solicitation.

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 **Affiliate**. An entity which is controlled by or under common control with another entity, where "control" means ownership of not less than fifty percent (50%) of all the voting stock or equitable interest in such corporation or entity.

1.3 **Airport** or **FLL**. The Fort Lauderdale-Hollywood International Airport.

1.4 **Airport AVI Transponder**. The transponder issued to vehicles (excluding TNC vehicles, hereinafter defined, that report directly to the Aviation Department) authorized to pick up passengers at the Airport.

1.5 **Airport Terminals**. The terminal buildings at the Airport, including any terminals that may be constructed in the future.

1.6 **Aviation Department** or **BCAD**. The Broward County Aviation Department and its duly authorized representatives.

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

- 1.8 **Concession**. The nonexclusive Ground Transportation Management Service Concession described by this Agreement.
- 1.9 **Contract Administrator**. The Airport Manager of the Broward County Aviation Department, or his or her designee pursuant to written delegation, or any other employee expressly designated as Contract Administrator in writing by the Director of Aviation.
- 1.10 **Contract Year**. The period beginning on May 1, 2019 and ending April 30, 2020, and each twelve-month period thereafter until the termination of this Agreement.
- 1.11 **County Administrator**. The administrative head of County appointed by the Board.
- 1.12 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.13 **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.
- 1.14 **Ground Transportation Area or GTA**. The commercial vehicle staging areas located off the terminal roadway between the Terminals. GTA 0 is located immediately east of Terminal 1; GTA 1 is located between Terminal 1 and Terminal 2; GTA 2 is located between Terminal 2 and Terminal 3; GTA 3 is located between Terminal 3 and Terminal 4; and GTA 4 is located east of Terminal 4.
- 1.15 **Ground Transportation Provider**. Any entity or individual providing ground transportation services at the Airport or operating any GTV (hereinafter defined).
- 1.16 **Ground Transportation Program or GTP**. The County approved comprehensive policy and procedures for each category of authorized commercial vehicle operation at Airport. The GTP contains a detailed description of each ground transportation service, including rules applicable to each transportation service.
- 1.17 **Ground Transportation Vehicles or GTV**. The Taxicabs, on-demand shared ride/private cars, courtesy vehicles, pre-arranged limousines/vans, charter and cruise ship buses, TNC vehicles, hereinafter defined, and other commercial vehicles for hire authorized to provide service at the Airport.
- 1.18 **Holding Lot(s)**. The Taxicab, bus, and other vehicle holding areas identified in **Exhibit L**.
- 1.19 **Living Wage Ordinance**. The Broward County Living Wage Ordinance, Sections 26-100 et. seq. of the Broward County Code of Ordinances, as may be amended from time to time.
- 1.20 **On-Demand Shared Ride**. The approved Ground Transportation Provider(s) providing on-demand shared ride and limousine service, zone fare, common carriage, or door-to-door ground transportation operations for transporting airline passengers from the Airport Terminals, and such other points within the Airport as may be subsequently designated by County, to destinations within Broward, Miami-Dade, and Palm Beach Counties.

1.21 **Operations Areas.** The Passenger Loading Areas at the Airport Terminals and the Holdings Lots designated by this Agreement as the passenger curbside loading areas and holding areas.

1.22 **Parking Facilities.** The parking facilities at the Airport, including the existing parking facilities and all parking facilities hereafter constructed at the Airport.

1.23 **Passenger Loading Areas.** The passenger curbside loading areas identified on Exhibit K.

1.24 **Prearranged Transportation.** Ground transportation services that have been coordinated, for compensation, prior to the passenger's arrival at the Airport.

1.25 **Purchasing Director.** The Broward County Purchasing Director as appointed by the County Administrator.

1.26 **Transportation Network Company or TNC.** An entity operating pursuant to the provisions of Section 627.748, Florida Statutes.

1.27 **Transportation Network Company Vehicle(s) or TNC Vehicle(s).** Vehicles operated by TNC drivers as defined in Section 627.748, Florida Statutes.

1.28 **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.

1.29 **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."

1.30 **Taxicab.** A motor vehicle that employs the use of a taximeter, as further defined in Section 22½-1(k) of the Broward County Code of Ordinances.

1.31 **Trade Dress.** The official placard or decal required to be displayed on all GTV while such vehicles are on Airport property, including, but not limited to, all holding lots and all pick-up and drop-off areas.

1.32 **TSA.** The Federal Transportation Security Administration or any successor agency.

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 **Effective Date.** This Agreement shall become effective on the date it is fully executed by the Parties (“Effective Date”).

3.2 **Term.** The term of this Agreement shall commence on May 1, 2019 (“Commencement Date”) and shall end five years thereafter (“Initial Term”). 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 **Extension.** In the event County elects to extend the term of this Agreement beyond the Initial Term, Contractor agrees that it shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the Initial Term. Contractor shall be compensated for the Services at the rate in effect when the extension was invoked by County. This option, if elected by County, shall be exercised by County’s Purchasing Director upon written notice stating the duration of the extended period, which notice shall be provided to Contractor at least thirty (30) days prior to the end of the Initial Term.

3.4 **Time of the Essence.** Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed no later than the date required under this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

4.1 County will pay compensation to Contractor during the term of this Agreement as provided in this Article 4. Except where otherwise authorized by this Agreement, it is expressly understood and agreed that all costs and expenses of Contractor, whether imposed directly upon Contractor under the terms and provisions of this Agreement or in any other manner whatsoever because of the requirements of managing the Airport’s GTP under this Agreement, shall be borne by Contractor without any compensation or reimbursement from County.

4.1.1 For the first Contract Year, County agrees to pay Contractor compensation based upon Fully Burdened Hourly Rates, hereinafter defined, up to a maximum not-to-exceed amount of Four Million Seven Hundred Ninety-Four Thousand Thirty-Eight Dollars (\$4,794,038.00) for Services actually performed and completed. The maximum not-to-exceed amount of compensation based upon Fully Burdened Hourly Rates for each subsequent Contract Year shall be adjusted as set forth in Section 4.2 below.

4.1.2 During the Term of this Agreement, there may be costs beyond the normal staffing and operational costs addressed in this Agreement such as AVI system costs, AVI

components, related software or other GTP technology costs including maintenance, updates, and support, tent and toilet rentals, trash pick-up, and other costs that will be reimbursable. In order to be reimbursable, such costs must be approved in advance and in writing by the Director of Aviation. Following such written approval, submission of invoices, and proof of payment by Contractor, the Aviation Department will authorize reimbursement of the approved amount as a payment to Contractor. Authorized reimbursable expenses are in addition to compensation payments made to Contractor and shall be included in the bi-weekly report for payment by County. Contractor shall not be entitled to reimbursement for any travel expenses.

4.1.3 Reimbursable costs authorized pursuant to Section 4.1.2 are in addition to compensation payments made to Contractor, and shall not exceed the amount of Five Million and Thirty-Eight Thousand Dollars (\$5,038,000.00) for the term of this Agreement.

4.1.4 Any amount paid or expense or liability incurred by County due to Contractor's failure to perform in accordance with the terms and provisions of this Agreement shall be deemed to be monies due by Contractor to County hereunder and shall be paid by Contractor to County upon written demand therefore. At the option of County, the same may be deducted from any amounts payable by County to Contractor hereunder.

4.2 Fully Burdened Hourly Rate. Contractor's compensation for performing the Services required under this Agreement shall be based on a fixed dollar amount per employee work hour by job classification, as stated in **Exhibit B**, "Fully Burdened Hourly Rates" or, if applicable, **Exhibit B-1** "Adjusted Fully Burdened Hourly Rates."

4.2.1 The Fully Burdened Hourly Rates include all costs associated with the operation of the GTP, including: management costs, employee costs, including wages and benefits, Airport Security Requirements, direct costs, overhead costs and profit of Contractor with respect to Services under this Agreement, including corporate and regional overhead and administration costs, commercial general liability insurance, vehicle insurance, finance and interest expenses, legal, accounting and bookkeeping, and all other overhead costs, travel, accommodation, and general office expenses, including telephone calls, insurance, and bond requirements.

4.2.2 Payment shall be made only for work actually performed and completed pursuant to this Agreement as set forth in **Exhibit B** or, if applicable, **Exhibit B-1**, which amount shall be accepted by Contractor as full compensation for all such work. Contractor acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Contractor shall not be reimbursed for any expenses it incurs under this Agreement.

4.2.3 Adjustments in scheduling of Contractor's personnel may require an increase or decrease of employee work hours. Notwithstanding any scheduling adjustments, the not-to-exceed amount set forth in Section 4.1.1 may only be increased by an amendment to this Agreement.

4.2.4 The Fully Burdened Hourly Rates are subject to change annually beginning on the first day of the second Contract Year, May 1, 2020, and on May 1 of each subsequent Contract Year during the term of this Agreement. Any change in the Fully Burdened Hourly Rates shall be limited to the lesser of the change in U.S. Department of Labor Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the Miami-Fort Lauderdale Area ("CPI") or three percent (3%). The increase or decrease in the CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to the end of the then current Contract Year. The CPI previous period shall mean the same month in the year prior to the CPI current period.

4.2.5 In the event the Living Wage Ordinance is amended to increase the health care benefit amount to \$3.44 per hour on January 1, 2021, the Adjusted Fully Burdened Rates established in Exhibit B-1 shall become effective on January 1, 2021. If the Living Wage Ordinance is not amended to increase the health care benefit to \$3.44 per hour on January 1, 2021, the Adjusted Fully Burdened Rates set forth on Exhibit B-1 shall be null and void and have no force and effect.

4.2.6 In the event the Living Wage Ordinance is amended during the term to provide for adjustment to the living wage or the health care benefit amount, as defined in the Living Wage Ordinance, in excess of the adjustments currently authorized in the Living Wage Ordinance ("Excess Adjustment") and Contractor is able to demonstrate to the Contract Administrator's satisfaction that the Excess Adjustment impacts its actual costs in providing Services, then the Parties agree to meet to negotiate in good faith an adjustment to the Fully Burdened Rates. Any such negotiation shall be limited to the amount necessary to mitigate the impact to Contractor's actual costs resulting specifically from the Excess Adjustment. This Section 4.2.6 shall not apply to the Adjusted Fully Burdened Hourly Rates established in Exhibit B-1 which have been prepared in anticipation of an increase in health care benefit amount to \$3.44 per hour effective on January 1, 2021.

4.3 METHOD OF BILLING AND PAYMENT

4.3.1 Invoices. Contractor shall submit invoices for compensation on a bi-weekly basis pursuant to the rates set forth in Exhibit B or, if applicable, Exhibit B-1, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of each bi-weekly period except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the nature of the Services performed and, as applicable, the personnel, hours, tasks, and other detail as requested

by the Contract Administrator. Contractor shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (**Exhibit C**). The certification shall be accompanied by a copy of the notification sent to each Subcontractor and supplier listed on the form, explaining the good cause why payment has not been made.

4.3.2 County shall pay Contractor within thirty (30) calendar days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

4.3.3 Contractor shall pay its Subcontractors and suppliers within ten (10) days following receipt of payment from County for such subcontracted work or supplies. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier.

4.4 **Subcontractors.** Contractor shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be billed in the actual amount paid by Contractor.

4.5 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or poor Services which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.6 Payment shall be made to Contractor at the address designated in the Notices section.

ARTICLE 5. INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current, future, 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, future, 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 6. INSURANCE

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

6.2 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 D** (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.

6.3 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 D**, the applicable policies shall comply with the following:

6.3.1 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.

6.3.2 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.

6.3.3 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.

6.3.4 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 D**.

6.4 Within fifteen (15) days after the Effective Date of this Agreement or notification of award, whichever is earlier, 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

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

6.12 Any Subcontractor performing work for Contractor under this Agreement shall list Broward County 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 7. PERFORMANCE BONDS; SECURITY DEPOSIT

7.1 Simultaneously with Contractor's execution of this Agreement, Contractor shall provide to County a security deposit in the amount of Five Hundred Thousand Dollars (\$500,000.00).

7.2 The security deposit shall serve as security for the performance of all 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 hereunder or upon any other failure to perform its obligations hereunder or upon any other default hereunder, then in addition to any other rights and remedies available to the Aviation Department at law or in equity, the 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.

7.2.1 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 hereto, 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.

7.2.2 Each Letter of Credit provided hereunder 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.

7.2.3 Each Bond provided hereunder 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 the Aviation Department the Bonds required to be provided by Contractor.

ARTICLE 8. TERMINATION

8.1 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 Services described in this Agreement. 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 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.

8.2 This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's (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.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the County Administrator where the County Administrator deems termination 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.

8.4 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.

8.5 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 10.1.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND ACDBE COMPLIANCE

9.1 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.

9.2 Airport Concession Disadvantaged Business Enterprise. The Airport Concession Disadvantaged Business Enterprise ("ACDBE") regulations 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 Subcontractors to similarly include the statements in further agreements.

9.2.1 Contractor has committed to 30.50% ACDBE participation to be achieved pursuant to Contractor's ACDBE participation plan as set forth in Exhibit I.

9.2.2 County has an 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 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.

9.3 Contract Assurances. In the event the following clauses conflict with any other term or provision of this Agreement, the clauses set forth in this Section 9.3 shall control.

9.3.1 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 United States Department of Transportation ("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.

9.3.2 Participation by ACDBEs. It is the policy of Broward County that ACDBE firms, as defined herein, 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 ACDBE firms have fair opportunity to compete for and perform contracts.

9.3.3 Prompt Payment. Contractor hereby agrees to pay its Subcontractors and suppliers within ten (10) 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.

9.4 Contract Compliance Monitoring. Compliance monitoring shall be conducted to determine if Contractor and 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 and/or supplier 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.

9.4.1 Contractor shall inform County immediately when an ACDBE Subcontractor is not able to perform or if Contractor believes the ACDBE Subcontractor should be replaced for any other reason, so that OESBD 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 the OESBD.

9.5 Contractor's ACDBE participation plan is set forth in **Exhibit I**. Subject to the approval of the OESBD, said participation plan may be revised and updated by Contractor, and upon OESBD's written approval, **Exhibit I** shall be deemed revised and replaced.

9.6 Within twenty (20) days of the end of each 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 J**. 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 Karolynn Willman
Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101
Dania Beach, FL 33312

9.7 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 10. MISCELLANEOUS

10.1 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).

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

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

10.2.2 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 and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.2.3 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

10.2.4 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 PRODUCTION – 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.

10.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Contractor and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by the Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to the County by the Contractor in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Contractor.

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

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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:

County Administrator
Governmental Center
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
Email address: bhenry@broward.org

with a copy to:

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

FOR CONTRACTOR:

SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601
Email address: jburdett@spplus.com

with a copy to:

SP Plus Curbside Management Joint Venture
3550 SW 2nd Avenue, Building 7
Fort Lauderdale, FL 33315
Email address: cgreco@spplus.com

10.9 **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.

10.10 **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.

10.11 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.

10.12 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.

10.13 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.

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

10.15 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.

10.16 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 10 of this Agreement, the provisions contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.17 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.

10.18 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.

10.19 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.

10.20 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.

10.21 Payable Interest.

10.21.1 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.

10.21.2 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).

10.22 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.

10.23 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.

10.24 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.

10.25 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Contractor agrees to fully comply with Section 16½-157 during the entire term of this Agreement. If Contractor fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under Section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this section.

10.26 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.

10.27 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.

10.28 Living Wage Requirement. Subject to Section 4.2.6, Contractor is a “covered employer” within the meaning of the Living Wage Ordinance, and 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 to 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.

10.29 Workforce Investment Program. This Agreement constitutes a “Covered Contract” under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 (“Workforce Investment Program”). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor’s compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

10.30 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.

10.31 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.

10.32 Additional Security Requirements. Contractor certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as **Exhibit G**.

10.33 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.

10.34 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 given in full text. 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 their 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.

10.35 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.

Contractor and its Subcontractors shall comply with Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in state and local government services, in the course of providing any services funded in whole or in part by Broward County. Contractor and its Subcontractors must at all times comply with all applicable federal, state and local laws and regulations pertaining to disabled persons, including without limitation, the Americans with Disabilities Act of 1990, and the Code of Federal Regulations.

10.36 Civil Rights - Title VII Assurances. Contractor agrees to abide by and comply with the non-discrimination requirements set forth in **Exhibit H** to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

10.37 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. 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 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 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.

10.38 Environmental Compliance; Environmental Containment and Removal. County will perform an initial environmental assessment of any Airport Optional Facilities or Off-Airport Optional Facilities (hereinafter defined) 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.

10.38.1 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.

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

10.38.3 “Materials” shall mean any pollutant, hydrocarbon contamination, hazardous substances, or other contaminants or regulated materials.

10.38.4 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.

10.38.5 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.

10.38.6 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.

10.38.7 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.

10.38.8 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.

10.38.9 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 some 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.

10.38.10 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.

10.38.11 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.

10.38.12 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.

10.38.13 The provisions of this Section 10.38 shall survive the expiration or other termination of this Agreement.

10.38.14 Contractor hereby agrees that County shall have the right to require Contractor to conduct an end-of-contract environmental assessment and facility inspection.

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 ____ day of _____, 20__, and Contractor, signing by and through its _____, 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: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By:  2-14-19

Sharon V. Thorsen (Date)
Senior Assistant County Attorney

FA/SVT
Ground Transportation Services Agreement
2/11/19

#295128

AGREEMENT BETWEEN BROWARD COUNTY AND SP PLUS CURBSIDE MANAGEMENT JOINT VENTURE FOR GROUND TRANSPORTATION MANAGEMENT SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-05-0-AV-01)

CONTRACTOR

WITNESSES:

SP Plus Curbside Management Joint Venture

SP Plus Corporation, Manager



Steve Witte

Print Name of Witness above



Signature

Jessica Valesky

Print Name of Witness above

By: 
Authorized Signor

Jack Ricchiuto, Executive Vice President - Airports
Print Name and Title

13 day of February, 20 19

ATTEST:



Corporate Secretary or other person
authorized to attest
Robert Trompak - Notary

(CORPORATE SEAL OR NOTARY)



WITNESSES:

B & L Service, Inc.



Signature

Michael Gaddis

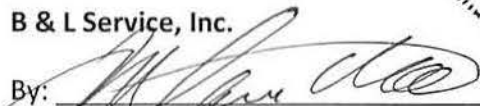
Print Name of Witness above



Signature

Beliere Evans


Print Name of Witness above

By: 
Authorized Signor

John Camillo, President
Print Name and Title

14 day of February, 20 19

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 Services under this Agreement:

1. Project:

Contractor shall have the nonexclusive right to administer and manage the Ground Transportation Program at FLL. Contractor shall manage and monitor the activities at all GTAs of Taxicabs, prearranged vehicles, courtesy vehicles (hotel/motel, off-airport parking, and off-airport rental car shuttles), shared ride concession vehicles, TNC Vehicles, and any additional commercial Ground Transportation Providers. Contractor shall comply with established rules, regulations, standard operating procedures, operating guidelines, and County Ordinances.

Contractor shall provide enforcement in accordance with approved policies and procedures for all aspects of the GTP. Contractor shall monitor all Ground Transportation Providers to ensure that they are properly registered with County and FLL and display the required Airport AVI Transponders and/or Trade Dress in accordance with County Ordinances and the Ground Transportation Program. Contractor shall assist the applicable County permitting agency with the installation of Automatic Vehicle ID tags on permitted vehicles. Contractor shall be responsible for monitoring, managing, maintaining, and operating the FLL commercial vehicle tracking system as currently configured or as may be updated, changed, enhanced, or replaced in County's sole discretion ("AVI System").

If County elects, in its sole discretion, to update, change, enhance, or replace any technology utilized in the GTP including, but not limited to, the AVI System ("Updated Technology"), Contractor shall comply with all written direction from County relating to the procurement, installation, and implementation of any Updated Technology. Direction from County, may include, but not be limited to, a requirement that Contractor procure the Updated Technology, specifications for such Updated Technology, mandatory contract requirements, and the requirement that Contractor utilize a County-approved competitive process. The acquisition of any Updated Technology by Contractor and the terms and conditions of any agreement with a third party provider thereof shall be subject to prior written approval by County, must be assignable to County, not exceed the term of this Agreement, and expressly state that the ownership and title to any Updated Technology acquired by Contractor, including, but not limited to, software, software licenses, fixtures, equipment, materials, and improvements installed in connection with Updated Technology, shall automatically vest with County upon County's payment for Updated Technology. Contractor's use of Updated Technology during the term of this Agreement shall be subject to County's rights of ownership and County direction. Contractor shall assist County in updating FLL's Operating Guidelines for Ground Transportation and related policies and procedures necessary to implement any Updated Technology. The procurement of Updated Technology shall require prior written approval of the Aviation Director pursuant to the provisions of Section 4.1.2 of this Agreement or may be accomplished by an amendment to this Agreement, as determined in County's sole discretion.

Contractor shall have the staffing and expertise needed to dispatch multiple Taxicab companies at FLL from the Holding Lot(s) to GTAs at all four terminals for the immediate loading of passengers.

Contractor shall create, maintain, and enforce FLL's Taxicab program. FLL's Taxicab program requires, among other things, Taxicab security deposits, vehicle inspections, driver training, substitution of Taxicabs, withdrawal/re-registration of Taxicabs, maintenance of rules and regulations, and Taxicab dispatch companies to annually sign taxi guidelines. Contractor shall meet the Americans with Disabilities Act (ADA) requirements 24/7, 365 days a year. Contractor shall ensure all Taxicabs accept credit cards and are PCI-DSS compliant, unless otherwise requested by County.

Contractor shall staff the Taxicab/commercial vehicle staging lot(s), GTAs, and designated Passenger Loading Areas at each terminal. FLL's staging lot(s), passenger loading areas, and GTAs may be relocated, modified, eliminated, or increased at County's sole discretion, and Contractor shall comply with any such relocation, modification, elimination or increase.

Contractor shall assist BCAD in updating FLL's Operating Guidelines for Ground Transportation Providers and ensure compliance through enforcement. This includes monitoring and documenting operator activity, answering questions regarding FLL's ground transportation services, and providing BCAD staff with daily observation reports. Contractor shall provide commercial vehicle operator orientation regarding the Operating Guidelines as often as necessary to ensure commercial vehicle operators remain informed as to the most current Operating Guidelines and at any time requested by the Contract Administrator.

Contractor shall make specific bus assignments to designated spaces during peak charter bus activity periods. During peak cruise/charter bus activity periods, Contractor shall also assign designated charter bus spaces on the curb when notified by the charter operator that they have assembled the passengers and are ready for immediate loading. Contractor shall maintain phone coordination with cruise line meeter/greeter personnel and bus operators to coordinate access to specific bus loading areas.

Contractor shall ensure that trained curb coordinators manage curb space and staging lots used by taxis, commercial vehicles, and TNC vehicles, and facilitate transportation services for customers with special transportation needs (e.g., physically disabled, visually impaired, and the elderly). Curb coordinators shall also assist with any other designated stops as required to meet FLL's operational requirements.

Contractor shall provide sufficient staffing for all shifts on a daily basis, including weekends and holidays, to perform the required Services. Staff shall arrive an hour 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 of Contractor, including their Subcontractor(s). Contractor shall ensure its staff is articulate, courteous, accurate, and impartial. Contractor's staff shall be required to properly convey information about the GTP to FLL customers, ground transportation operators, and airport

stakeholders, including information about available commercial ground transportation services, fares and schedules, changing roadway conditions, and FLL's Operating Guidelines. Contractor shall be capable of providing staffing for extended hours to accommodate unscheduled late night arrivals due to inclement weather or other delays. In addition, Contractor shall assist with crowd control and provide commercial ground transportation information and options in the event of a declared emergency.

Contractor's staffing shall include a qualified onsite manager responsible for the overall activities relating to the management of the Services who shall be on call 24 hours per day including weekends and holidays. Contractor's staffing shall respond to all ground transportation operation emergencies as required by the Operating Plan. Contractor's onsite manager shall be the point of contact for County and serve as Contractor's representative at coordination meetings. Contractor's staff shall conduct business in a professional manner at all times. Contractor's onsite manager shall be required to obtain and maintain Security Identification Display Area ("SIDA") badge as a condition of employment. When Contractor's onsite manager is unavailable, a designee shall be required to be available to respond on behalf of onsite manager. The onsite manager's designee shall be required to obtain and maintain a SIDA badge.

Contractor shall ensure the safe and efficient management of commercial vehicles. As requested by County, Contractor shall participate in various coordination meetings and collaborate with County staff and other airport stakeholders to assist in the development of best management practices and procedures for the GTP that may be implemented by County in its sole discretion. Contractor shall provide bi-weekly invoices to County staff detailing all Service activities and shall 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 shall keep all business records on file for five (5) years or as otherwise directed by County.

Contractor shall provide passengers with accurate information regarding commercial ground transportation and assist them in obtaining ground transportation services. Contractor shall respond to complaints from the public, airport staff, or ground transportation operators in a timely manner.

Contractor shall provide janitorial services in staging lot(s) and terminal staging areas and provide other janitorial services as directed by the Contract Administrator.

Contractor shall be required to adjust to flight operations based on air carrier and terminal locations.

Contractor shall provide qualified administrative support to assist with general office tasks at any facility utilized by Contractor in connection with this Agreement. These tasks shall include answering telephones, typing documents, and filing records and computer software design for layouts, brochures, creating maps, and report templates.

2. Staffing/Operations:

A. Operating Plan. Contractor shall provide all personnel, equipment, and supplies necessary for the Services contemplated in this Agreement, and shall submit a management and operation plan (“Operating Plan”) that shall, at a minimum, include the items identified below:

- i. The Operating Plan must address the following in as much detail as required by the Contract Administrator:
 1. Emergency Preparedness Procedures
 2. Incident and Safety Management Plan
 3. Software Cloud Technology
 4. Human Resources
 5. Management Plan
 6. Standard Operating Procedures
 7. Contingency Planning
 8. Employee Safety Program
 9. Revenue Control
 10. Ground Transportation Program Orientation
 11. Staffing
- ii. In connection with the Emergency Preparedness Procedures and Incident and Safety Management Plan, the Contractor shall be required to respond to a disruption to operations with organized teams that respond in accordance with the established plans and assist with operational business resumption. Additionally, Contingency Planning shall include all necessary planning to maintain essential business services during an incident or emergency situation and shall include employee training, identifying actions, and a list of the employees required to respond during any emergency.
- iii. In furtherance of the Emergency Preparedness Procedures and Incident and Safety Management Plan, the Contractor shall also be required to attend all BCAD emergency training and Airport familiarization training.
- iv. The initial Operating Plan must be submitted to the Contract Administrator within five (5) calendar days after the Effective Date of this Agreement unless such deadline is otherwise extended in writing by the Contract Administrator.
- v. The Contractor must receive written approval of the initial Operating Plan by the Contract Administrator before the commencement of any Services.
- vi. Contractor shall review and update the Operating Plan on an annual basis or as often as directed in writing by the Contract Administrator.

- vii. Contractor shall make any edits to the Operating Plan that are requested in writing by the Contract Administrator.
- viii. Contractor shall provide the Contract Administrator with all revisions to the Operating Plan.
- ix. If requested in writing by the Contract Administrator, Contractor shall provide written documentation to the Contract Administrator to confirm the Operating Plan is current and that Contractor is compliant.
- x. Contractor must comply with the rules, regulations, and operating procedures contained within the Operating Plan. A failure to comply with the Operating Plan, as determined by the Contract Administrator, shall be a default under this Agreement entitling County to exercise all remedies available hereunder. The burden of proving compliance with the Operating Plan rests with Contractor.
- xi. The Contract Administrator must approve all revisions and updates to the Operating Plan in writing. No changes to the Operating Plan shall be effective unless approved in writing by the Contract Administrator.
- xii. In the event of any conflict between the terms of the Operating Plan and any terms of this Agreement, the terms of this Agreement shall control.

B. Key Personnel. Contractor shall ensure that the persons responsible for Contractor's performance of the Services under this Agreement (collectively, the "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. The Key Personnel are identified in Exhibit E.

- i. To the extent Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor shall provide the Contract Administrator with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes, the Operating Plan associated with such changes, and resumes of individuals that are proposed to replace the Key Personnel. Contractor must receive the Contract Administrator's written consent before any change in the Key Personnel.
- ii. In the event that the Contract Administrator determines that any of the Key Personnel have failed to perform his or her duties, then in addition to all other rights under this Agreement, the Contract Administrator shall have the right to require Contractor to replace such Key Personnel. The Contract Administrator shall notify Contractor in writing of its demand for replacement and shall allow Contractor thirty (30) calendar days from the date of such notice to effect

replacement. Contractor must receive the Contract Administrator's written consent of the replacement Key Personnel.

- iii. County is not responsible for any additional costs associated with a change in the Key Personnel.
- iv. Contractor shall provide the Contract Administrator with the daily schedule for the Key Personnel and shall notify the Contract Administrator of any changes to that schedule.
- v. When on duty, all Key Personnel must be available to the Contract Administrator by radio contact.
- vi. Contractor shall be capable of providing staffing for extended periods to accommodate unscheduled, late night arrivals due to inclement weather or other delays. Additionally, Contractor shall be capable of assisting with crowd control and providing accurate information to all passengers in the event of a declared emergency.

C. Project Manager. The Project Manager identified in Exhibit E as Key Personnel shall be in complete control of the Services provided hereunder.

- i. The Project Manager's function is to manage all employees in the organization, including the development of staff skills through training and other forms of staff development as well as the identification, development, and implementation of training needs and programs available for staff.
- ii. The Project Manager must work full time and must not have any obligations other than as the manager of Contractor's Services at the Airport.
- iii. The Project Manager must be a highly qualified and experienced manager, with at least three (3) years of experience in managing a ground transportation operation at a large HUB airport or other relevant experience as determined in the discretion of the Aviation Department.
- iv. The Project Manager must have full power and authority to take all necessary actions where a prompt response is required to maintain or restore Services.
- v. The Project Manager must respond in writing to customer complaints regarding Services under this Agreement and shall report such complaints and their resolution to the Contract Administrator.
- vi. The Project Manager must be available during regular business hours, and at times during the Manager is absent, an equally authorized and qualified supervisor must be in charge and available.

- vii. The Project Manager must send a written report to the Contract Administrator, on a weekly basis or as otherwise directed by the Contract Administrator, tracking the vehicle movement of Taxicabs entering or leaving FLL. In addition, the Manager shall provide additional vehicle tracking information as requested by the Contract Administrator.
- viii. The Project Manager must report to the Contract Administrator any accidents, including passenger accidents, and any non-routine events within one (1) hour of their occurrence.
- ix. The Project Manager shall implement GTP reporting and performance measures specific to this Agreement to assist with tracking, recording and determining reporting calculation specifications, quarterly and annual reports, and other GTP reporting and performance measures as directed by County.
- x. The Project Manager shall implement quality control management protocols specific to this Agreement to ensure standards are being met and that product and service qualities are consistent.
- xi. The Project Manager shall implement accounting and records management protocols specific to this Agreement to include the retention of documents.
- xii. The Project Manager, or designee, shall be required to get a SIDA (Secured Identification Area Badge) through the length of the Agreement based on County's Aviation Department's rules and regulations.
- xiii. The Project Manager shall be vested with full power and authority to take all necessary actions where a prompt response is required to maintain or restore services, prior to obtaining Contractor's approval of such actions.
- xiv. The Project Manager, or designee, shall be on call 24 hours per day, including holidays and weekends, and shall respond to all ground transportation operation emergencies defined in the approved Operating Plan.
- xv. Management personnel shall wear attire consistent with County and Aviation Department policy.
- xvi. Prior to the Effective Date of this Agreement, Contractor shall submit to the Aviation Department, for approval prior to his/her assignment, a complete resume of the person whom Contractor proposes to designate as the initial Manager. In the event that Contractor intends to replace the Manager for any reason, Contractor shall notify the Aviation Department in writing of its intent. Contractor shall also submit to the Aviation Department for approval prior to his/her assignment, a complete resume of the proposed Manager. The Aviation

Department reserves the right to disapprove Contractor's designee for the position of Manager.

- xvii. In the event that the Aviation Department determines that the incumbent Manager has failed to manage properly Contractor's operation in a professional, competent manner at all times or to fully perform his/her duties and obligations as Contractor's representative hereunder, then in addition to all other rights under this Agreement, the Aviation Department shall have the right to require Contractor to replace such Manager. The Aviation Department shall notify Contractor in writing of its demand for replacement and shall allow Contractor thirty (30) calendar days from the date of such notice to effect replacement.
- xviii. Contractor shall provide the Aviation Department with emergency telephone numbers to reach all Key Personnel or other management personnel on a 24-hour basis.

D. Qualified Administrative Support.

Contractor must provide staff who are qualified to:

- i. Provide general administrative support tasks, including, but not limited to, answering phones, typing documents, and filing documents;
- ii. Generate computer software designs, including, but not limited to, designs for layouts, brochures, maps, and report templates;
- iii. Assist with service reporting and performance measures, including, but not limited to, tracking all reports required by the Contract Administrator;
- iv. Provide quality control management, including, but not limited to, ensuring that all Agreement requirements are met;
- v. Provide accounting skills, including, but not limited to, preparing all budgetary reports;
- vi. Provide records management, including, but not limited to, records retention;
- vii. Provide congestion management, including, but not limited to, crowd, line, and vehicle control;
- viii. Any other skill required by the Contract Administrator.

E. Appearance/Conduct.

All representatives, agents, managers, supervisors, and employees of Contractor, while providing Services under this Agreement:

- i. Must wear distinctive uniforms, approved in writing by the Contract Administrator, identifying them as part of Contractor's team. The uniforms shall not conflict with those of Ground Transportation Providers. The uniforms must consist of a shirt, pants, and a name tag with at least 1/4 inch letters.
- ii. Must wear a company badge with photo identification. The form of the badge must be approved in writing by the Contractor Administrator.
- iii. Must be clean, neat in appearance, and uniformly attired.
- iv. Must be able to effectively communicate orally and in writing in the English language (for those employees interacting with members of the general public).
- v. Must maintain the highest standards of service.
- vi. Must be courteous, polite, and inoffensive in their conduct and demeanor.
- vii. Must 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 representatives, agents, managers, supervisors, employees of Contractor, and/or any drivers, smoke or eat in any areas assigned to Contractor by County.
- viii. Contractor shall require that all drivers of GTV be appropriately dressed while operating at the Airport. All drivers must wear neat and clean shirts with collars and sleeves, slacks (including jeans with the exception of blue denim), shoes, and socks. T-shirts, shorts, and open-toe shoes are prohibited. All clothing items must be in good repair with no visible repairs or holes to clothing or shoes. An exception to the dress code may be provided on a case by case basis, as determined by the Aviation Department.
- ix. Contractor shall control the conduct, demeanor, and appearance of its representatives, agents, managers, supervisors, and employees including imposing disciplinary actions against such persons consistent with Contractor's policies and any other directive from the Contract Administrator, which shall include, but not be limited to, termination of employment. Periodic quality control inspections concerning the conduct, demeanor, and appearance of Contractor's personnel may be made by the Contract Administrator.
- x. Contractor shall retain qualified, competent, and experienced employees at the Airport to provide the services hereunder. Contractor's employees shall be clean, courteous, efficient, and neat in appearance. Contractor shall not employ any person or persons in or about the premises who use improper language or act in a loud, boisterous, or otherwise improper manner. Contractor shall not permit any of the GTV drivers or any of Contractor's agents, or employees to engage in loud, noisy, boisterous, offensive, or objectionable behavior.

- xii. Contractor's employees, invitees, suppliers, and contractors shall conduct themselves 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.

F. Training.

- i. Contractor shall create and implement a training program for all representatives, agents, managers, supervisors, and employees of Contractor and shall coordinate all training with the Aviation Department at least thirty (30) days prior to the Effective Date of this Agreement. Training shall be provided when initially hired and on an annual basis thereafter and must include training on at least the following topics: customer service, safety, Operating Plan, and Airport familiarization. County shall not be charged for any training activities. Contractor shall give the Contract Administrator written notice at least two (2) weeks prior to all training. The Contract Administrator has the right to observe or send representative(s) to observe such trainings. Contractor shall make any changes to the training that are requested in writing by the Contract Administrator.
- ii. Contractor shall require all representatives, agents, managers, supervisors, and employees of Contractor, as applicable, to participate in any training offered by County in which the Contract Administrator requests participation. Such training may include, but is not limited to, the County SUNsational Service Program and any emergency preparedness training. County may not be charged for any such training, and County retains the right, at the sole election of the Director of Aviation, to impose a reasonable charge to Contractor for such training.
- iii. During the last thirty (30) calendar days the term, Contractor, if directed in writing by the Contract Administrator, shall train/and or make assigned areas available to the next provider of ground transportation services, if any, regarding the Services provided pursuant to this Agreement, and complete any related tasks required by the Contract Administrator.
- iv. All training programs of Contractor, its representatives, agents, managers, supervisors, and employees require the approval of the Aviation Department.

G. Other Provisions.

- i. All representatives, agents, managers, supervisors, and employees of Contractor parking their own personal vehicles on Airport property shall park such vehicles in the employee parking areas designated by the Contract Administrator. County retains the right, at the sole election of the Director of Aviation, to impose a reasonable charge for the privilege of utilizing these parking facilities.

- ii. Contractor shall verify the employment history of all representatives, agents, managers, supervisors, and employees of Contractor before such individuals may perform Services under this Agreement, whether such individuals are new to the company or not. Such employment verification shall cover the seven (7) year period preceding the individual's assignment. Contractor must not allow any individual with a poor employment history to provide Services under this Agreement.
- iii. Contractor shall maintain a personnel file for all representatives, agents, managers, supervisors, and employees of Contractor performing Services which shall include the required verifications of employment history. The Contract Administrator has the right to inspect such files upon twenty-four (24) hours of notice to Contractor.
- iv. Contractor shall maintain a current roster of all representatives, agents, managers, supervisors, and employees of Contractor performing Services and shall provide the Contract Administrator with a current copy of such roster within five (5) calendar days of any written request by the Contract Administrator.
- v. Contractor's representatives, agents, managers, supervisors, and employees may not solicit or accept any gratuities.
- vi. Contractor shall provide all representatives, agents, managers, supervisors, and employees of Contractor with radios with frequencies compatible with the Aviation Department's radios.
- vii. Upon written request by the Contract Administrator, Contractor shall provide customer service agents or other personnel to staff buses and bus operating areas, to assist passengers with baggage, and to provide passenger information. In any such event, Contractor shall be reimbursed at the verifiable fully burdened hourly rate (including wages, workers' compensation, and applicable benefits) plus three percent (3%).

3. Optional Facilities:

A. County shall make certain portions of Airport property ("Airport Optional Facilities"), as described on **Exhibit F**, available for Contractor's use and operational needs, including, but not limited to, administrative offices. Contractor shall not pay rent for any such Airport Optional Facilities but is required to maintain and repair all Airport Optional Facilities (excluding structural repairs which shall be performed by County) and shall be fully and solely responsible for all associated maintenance and repair costs and fees related thereto. Contractor shall, at its sole expense, maintain and repair the Airport Optional Facilities and the fixtures, equipment, improvements and appurtenances thereon in an operable, clean, safe, neat, orderly, sanitary, and presentable condition, free and clear of all trash, rubbish, debris, rodents, insects, and other pests. Contractor

shall furnish and pay for its own janitorial service in the Airport Optional Facilities and shall cause all waste, garbage, and rubbish to be removed from the Airport Optional Facilities on a regular basis and disposed of in the manner directed by the Contract Administrator. All maintenance and repairs completed by Contractor or on its behalf shall be of first class quality in both materials and workmanship. All maintenance and repairs shall be completed in conformity with the rules and regulations prescribed from time to time by federal, state, county, and local authorities having jurisdiction over the work. Upon failure of Contractor to perform its obligations set forth in this section, after reasonable notice to Contractor, County may perform or cause the obligations to be performed at Contractor's expense. Contractor shall pay all costs incurred by County within fifteen (15) days of written demand from County, or County may deduct the costs from any payment due Contractor as County may elect. Contractor shall make no improvements, additions, alterations or modifications to any portion of the Airport Optional Facilities without the express written consent of the Aviation Department. All costs for improvements to the Airport Optional Facilities by Contractor that have received prior written approval by the Aviation Department shall be reimbursable pursuant to Section 4.1.2 of this Agreement, and title thereto shall vest in County. County shall, at its sole expense, repair the structural components of the Airport Optional Facilities, except for damage to structural components resulting from Contractor's acts or omissions. For the purposes of this Agreement, structural components shall be limited to roof repairs, repairs to the building support system (i.e. the part of the total building that supports the loads and stops the building from falling down), and plumbing, electrical, and HVAC systems (excluding regular maintenance, which shall be the Contractor's responsibility).

B. The Director of Aviation may, at any time following Contractor's occupancy of Airport Optional Facilities, take back such area(s) for other County purposes. In such event, the Director of Aviation shall give Contractor at least four (4) months prior written notice that it must vacate the Airport Optional Facilities, and Contractor shall be required to vacate the space by the date specified in the Director of Aviation's notice. Replacement Airport Operational Facilities, if available, shall be subject to the provisions of Section 3.A, above.

C. In the event the Director of Aviation determines that the initial Airport Operational Facilities or other replacement Airport Operational Facilities are not available, Contractor may, with the written consent of the Director of Aviation, lease space off Airport property ("Off-Airport Optional Facilities") for purposes such as administrative offices, and other operational needs. Any lease for Off-Airport Optional Facilities shall comply with the following and any other requirements imposed by the Director of Aviation:

- i. Any lease must be in form and substance satisfactory to the Director of Aviation and must be assignable to County, County's designee, or any person or entity requested in writing by the Director of Aviation. The Director of Purchasing is authorized to approve any assignment of any such lease to

County up to the amount of such Director's award authority. The assignment to County of any such lease that is over the award authority of the Director of Purchasing must be approved by the Board. On the expiration or earlier termination of this Agreement, or at such other date if directed in writing by the Director of Aviation, Contractor shall promptly cause the assignment of such lease to County, County's designee, or any person or entity requested in writing by the Director of Aviation.

- ii. Any lease must expire at the end of the Initial term unless otherwise authorized in writing by the Director of Aviation.
- iii. Any lease must be on commercially reasonable terms and may not be entered into with an affiliate of Contractor without the prior written consent of the Director of Aviation.

The Parties, with the Director of Aviation acting on behalf of County, shall amend the Agreement to designate replacement Airport Operational Facilities or Off-Airport Optional Facilities made available for Contractor's use. If required to relocate Off-Airport, reimbursement for the lease of Off-Airport Optional Facilities shall be subject to the provisions of Section 4.1.2. Contractor is required to maintain all Off-Airport Optional Facilities at its sole expense and County shall have no maintenance obligations of any kind for such facilities.

In the event Contractor is required to relocate to either a replacement Airport Operational Facility or an Off-Airport Optional Facility that does not have internet access available to the facility, the cost of installing the infrastructure to enable internet access in the building shall be subject to reimbursement pursuant to the provisions of Section 4.1.2. Any reimbursement shall not include internet service or user charges.

D. Notwithstanding anything in this Agreement to the contrary, Contractor shall award any construction work (approved in writing by the Contract Administrator) for the Optional Facilities or Off-Airport Optional Facilities in compliance with Section 255.20, Florida Statutes, including competitively awarding all work that has estimated construction project costs in excess of the threshold amounts established by Section 255.20, Florida Statutes. If estimated construction project costs are in excess of Two Hundred Thousand Dollars (\$200,000), Contractor shall be required to provide to County a payment and performance bond that complies with Section 255.05, Florida Statutes.

4. Complaints:

A. 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. In addition, Contractor shall prepare and furnish such other reports as the Aviation Department may, from time to time, require. 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, or 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.

B. 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.

C. Contractor shall be required to resolve all written and oral complaints received from the public, employees, or the Aviation Department. Contractor shall be required to conduct the necessary investigation, impose disciplinary action on its employees or any participant in the Ground Transportation Program, where appropriate, and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to the Aviation Department on a weekly basis.

5. Disincentive Payments/Charges:

A. Purpose. One of County's primary goals in granting this Agreement is to ensure that customer service provided by Contractor at the Airport is of the highest caliber and is consistent with the image that the Airport wants to project to its users and visitors. Contractor agrees that County will suffer damage if Contractor fails to meet these standards and that, due to the nature of certain breaches, the actual damage to County would be impractical or very difficult to remedy. As such, in addition to all other remedies available under this Agreement, Contractor shall be subject to the disincentive charges set forth below if Contractor breaches the performance standards specified below ("Performance Standard Breach"). The amounts set forth in subsection B below have been agreed upon as the Parties' reasonable estimate of the value of the overall Services provided and the cost and damage to County for nonperformance. The disincentive charges shall not be construed as a penalty as they reflect the diminished value of the Services received by County and shall not be imposed in the event the service failure results from factors outside Contractor's responsibility or control, as determined by the Contract Administrator in his/her sole discretion. County's acceptance of any disincentive

payment as a result of a Performance Standard Breach shall not prevent County from exercising any other right or remedy for default available to County under this Agreement.

B. Quality of Services and Disincentive Charges for Violations of Performance Standards. The following provisions relate to the quality of the service the County expects to be provided under this Agreement. Contractor agrees that it is obligated to perform the following and that non-performance denigrates the quality of Services, and therefore, is a violation of this Agreement. The occurrence of any of the following situations may result in the imposition of disincentive charges. Contractor agrees that the following disincentive charges are fair and reasonable, that they may be deducted from the bi-weekly billings or any other amounts payable by County to Contractor, or Contractor shall pay within fifteen (15) days of written demand from County, as County may elect. The Contract Administrator will notify Contractor of the existence of a Performance Standard Breach and issue a written notice to Contractor of the breach and the County's claim for a disincentive charge. The notice of Performance Standard Breach shall become final unless the Director of Operations of the Aviation Department ("Director of Operations") receives from Contractor no later than ten (10) calendar days after date of notification of the Performance Standard Breach, a written statement, accompanied by Contractor's evidence that the breach did not occur or that the failure was unavoidable. If such written statement and evidence is not received by the Director of Operations within ten (10) calendar days of the date of the notice of Performance Standard Breach, notice of Performance Standard Breach shall be final and applicable disincentive charges will be due and payable.

The Director of Operations will review Contractor's evidence as soon as reasonably possible after timely receipt of such evidence and render a decision sustaining or reversing the determination that a Performance Standard Breach occurred and the claim for disincentive charges. A written notice of decision shall be delivered to Contractor, the decision shall be final and any applicable disincentive charges shall be due and payable upon receipt. Disincentive charges are in addition to all other rights and remedies of County and amounts payable by Contractor.

- i. **Non-Staffing of Required Areas:** Contractor shall maintain staffing as provided in the Operating Plan. Should Contractor fail to maintain staffing in compliance with the approved Operating Plan and fail to obtain County's prior written permission not to staff a particular location, a disincentive charge shall be assessed at the rate of One Hundred Dollars (\$100.00) for each shift, or fraction thereof, that an area is required to be staffed and is not staffed.
- ii. **On-Demand Taxicab Service Standards:** During hours of air carrier flight activity, for each time County observes that on-demand service standard is not being met, and Taxicabs are available and have not been delayed because of unusual weather, traffic, or other County approved conditions, a disincentive charge shall be assessed at the rate of One Hundred Dollars (\$100.00) for each ten (10)

minutes, or fraction thereof, that the on-demand service standard is not being met.

- iii. **Customer Complaints:** Failure by Contractor or any of their representatives, agents, managers, supervisors or employees, to respond verbally to customer complaints within one (1) calendar day of complaint and in writing within five (5) calendar days shall result in a disincentive charge as follows: Fifty Dollars (\$50.00) per occurrence and Fifty Dollars (\$50.00) for each twenty-four (24) hour period thereafter. If there are five (5) or more validated customer complaints in any thirty (30) day period, excluding complaints originating from the same incident or customer, disincentive charges shall be assessed in the amounts: One Hundred Dollars (\$100.00) for five (5) customer complaints in any thirty (30) day period, One Hundred Fifty Dollars (\$150.00) for the sixth (6th) customer complaint in any thirty (30) day period, and Two Hundred Dollars (\$200.00) for each additional complaint beyond the sixth (6th) complaint in any thirty (30) day period.
- iv. **Improper Assignment of Taxicabs by Trip Length:** All Taxicabs shall be dispatched on a first in, first out basis, and patrons are to be loaded into Taxicabs in the order in which they request service. Each time County observes a Taxicab passenger being loaded out of loading order/sequence with passenger destination being a factor in the loading order decision by Contractor's employee(s), unless otherwise provided in this Agreement, a disincentive charge shall be assessed at the rate of One Hundred Dollars (\$100.00) for each occurrence.
- v. **Failure to maintain assigned areas:** Whenever County finds that the areas the Contractor is responsible for, including but not limited to the Holding Lots, Passenger Loading Areas, and information booths, are not being maintained in a clean and attractive manner (including, but not limited to, removal of trash, debris, oil, etc.), County shall direct Contractor to immediately clean the area(s). If Contractor has not corrected the problem, or made reasonable progress to correct the problem, within three (3) calendar days after Contractor's receipt of the notice, a disincentive charge shall be assessed at the rate of One Hundred Dollars (\$100.00) for each day, or fraction thereof, that the problem is not corrected. County also reserves the option to clean the area(s) or have such area(s) cleaned by an outside cleaning service and reduce Contractor's bi-weekly billing by the actual cost of labor and materials expended for such cleaning plus a surcharge equal to twenty-five percent (25%) of said actual cost.
- vi. **Failure to comply with Operating Plan.** Violations by Contractor or any of their representatives, agents, managers, supervisors or employees, of any of the duties and responsibilities outlined in the Operating Plan shall be at the rate of Five Hundred Dollars (\$500.00) per occurrence.

- vii. Failure to provide the ACDBE participation report. A failure of Contractor to provide the ACDBE participation report as required in Article 9 shall be assessed at the rate of One Hundred Dollars (\$100.00) per each day the report is late.
- viii. Failure to comply with required reporting periods. Failure of Contractor to timely comply with required reporting requirements in this Agreement (excluding the ACDBE participation report which is addressed in section 5. B vii above) shall be assessed at the rate of Two Hundred Fifty Dollars (\$250.00) per incident.

C. Waiver of Disincentive Payments/Charges. Disincentive charges shall be waived during periods when circumstances outside of Contractor's control are such that the Contract Administrator, in his or her sole discretion, determines that the failure was unavoidable. Any determination by the Contract Administrator shall be final and conclusive. If Contractor believes the occurrence of a particular event may cause delays, it is the responsibility of Contractor to notify the Contract Administrator of the event and to obtain prior written concurrence that disincentive charges will not be assessed.

6. Privileges and Obligations of the Operator

6.1 If Contractor (which term as used in this Section 6.1 includes Contractor's employees and all parties and/or officers in partnership, joint venture or corporation associated with Contractor) has, at any time during the term of this Agreement, a financial, legal or other business/commercial interest ("interest") in a Ground Transportation Provider, the following provisions apply:

6.1.1 At all times during the term of this Agreement, Contractor shall perform all Services under this Agreement in an impartial and objective manner and shall maintain adequate protections to provide for the separation of interest to ensure the integrity of the Services provided hereunder. The required impartiality, objectivity, and protections shall include, but is not limited to, the requirement that all management of SP Plus Curbside Management Joint Venture and all operations management is vested in and exercised by SP Plus Corporation, the managing partner of the joint venture with B & L, Service, Inc., all Key Personnel shall be employees of SP Plus Corporation, and SP Plus Corporation shall maintain all books and records for the joint venture.

6.2 Contractor shall provide incident and operation reports, in a form approved by the Aviation Department, which meet the requirements of this Agreement and the day-to-day operation of the GTP.

6.3 Contractor shall utilize the AVI System or other Updated Technology as directed by County and shall, if directed by County, institute a billing and collection program acceptable to County.

6.4 County, during the term of this Agreement, may require Contractor to collect the ground transportation fees owed to County from GTPs and remit those fees to County. The direction from County may include, but not be limited to, permitting GTPs to submit payment by credit card to Contractor. In such event, Contractor must be compliant with the Payment Card Industry Data Security Standard (PCI-DSS) and Contractor shall be responsible for the security of the payment cardholder data in its possession. If required, Contractor shall provide County such information as County may require regarding Contractor's compliance with such PCI-DSS requirements, including, but not limited to, an annual certificate of compliance with the PCI-DSS. In the event of such direction by County, the following minimum requirements would apply:

6.4.1 In the event of Contractor's non-compliance with the PCI-DSS and/or in the event of a data breach, Contractor must inform the Aviation Department immediately and, at Contractor's expense, take all curative measures necessary to remedy such non-compliance or data breach.

6.4.2 Contractor shall ensure effective control over receipts from operators of Ground Transportation Vehicles. Contractor shall ensure and make available methods of cash control, credit card processing, and methods used to ensure the security of customer credit card information (PCI compliance). The revenue control system used should enable sequential accountability for all transactions, separate reporting of non-concession receipts, and the accuracy and accountability of revenue to prevent unbilled or lost revenue.

6.4.3 In the event County requires that Contractor be compliant with the Payment Card Industry Data Security Standard (PCI-DSS) during the term of this Agreement, Contractor shall be required to process credit card payments made by passengers to any operator of a Ground Transportation Vehicle and Contractor shall be responsible for any financial transactions between operators of Ground Transportation Vehicles and their passengers, or for PCI-DSS compliance with respect thereto.

6.5 All GTV that operate at the Airport must have all required County permits, certificates, Airport Aviation AVI Transponder, Trade Dress, and decals under Chapter 22 ½ and/or Chapter 2, Broward County Code of Ordinances, as it may be amended, as well as the required airport permit and must utilize designated passenger loading areas. Any vehicle not bearing the required Airport Aviation AVI Transponder, Trade Dress, or not having the required Airport permit and County permits and certificates shall not be permitted to pick-up passengers at the Airport. Contractor shall be responsible for ensuring that all GTV providers operating at the Airport comply with this provision. The Airport Aviation AVI Transponder and Trade Dress shall be displayed on GTV picking up at the Airport in the manner required by the Aviation Department. Contractor shall monitor GTV operators and ensure that each GTV operator displays the required Airport Aviation AVI Transponder or Trade Dress on vehicles that are engaged in picking-up passengers at the Airport. Any GTV not bearing the required Airport Aviation

AVI Transponder or Trade Dress shall not be permitted to pick-up passengers at the Airport.

6.6 Contractor shall provide a dispatch system which ensures fair and reasonable access to the Airport taxi operations by all Taxicabs, operated on a "First in First out" basis. Contractor's equipment needed to operate and monitor an efficient taxicab dispatch system shall include, but not be limited to, handheld radios, uniforms, vehicles, and other equipment. During cruise ship operations, Contractor will ensure that all buses that are providing service from the Airport to Port Everglades are dispatched in a timely manner from the designated Holding Lot to the designated Terminal areas for passenger pickup.

6.7 Contractor shall, at its own expense, provide and maintain in full force and effect any and all licenses and permits required for the legal operation of all aspects of Contractor's business.

6.8 Contractor shall have the obligation to manage, on behalf of County, the Airport's GTP. The GTP shall include, but is not limited to, dispatching GTV as identified in the GTP at the Fort Lauderdale-Hollywood International Airport.

6.9 County, through its Aviation Department, may exempt or add certain GTV providers that are authorized to operate at the Airport, from Contractor's management responsibilities under this Agreement and from the provisions of the GTP being managed by Contractor.

6.10 County maintains and operates the Airport as a public facility and in order to render proper services to the public it is necessary that Contractor perform all responsibilities and obligations established herein. Any failure of Contractor to perform as required by this Agreement shall constitute a breach of this Agreement, entitling County to immediately terminate the same and to all other remedies provided under this Agreement.

6.11 Contractor shall ensure all responsible and reasonable measures have been taken to ensure the availability of sufficient Taxicabs to meet all arriving passengers at all passenger Terminals at the Airport on a 24-hour basis and to ensure there is an adequate number of Taxicabs to provide service between the Airport and all areas in Broward, Miami-Dade and Palm Beach Counties. Contractor must ensure that each Taxicab has all required permits, certificates, licenses, and approvals to operate within said counties.

6.12 During cruise ship operations, chartered buses picking up arriving passengers at the Airport with reservations on cruise ships must be dispatched from the designated bus Holding Lot to the Terminal loading areas. However, it shall be within the reasonable discretion of County to add or subtract Terminal loading and staging areas.

6.13 Contractor shall provide, at its sole cost, a sufficient number of two-way radios to be used by its employees and one (1) desk top base station two-way radio to Airport

Operations Control Center. The desk-top station shall be a Motorola XPR 5550 or equal and is subject to County's prior approval.

7. Passenger and Baggage Loading Areas, Vehicle Holding Areas, and Addition, Subtraction and Relocation of Staging and Holding Areas

7.1 The Aviation Department shall, to the best of its ability, provide adequate curbside loading space adjacent to the Terminals for the loading of passengers and baggage into the GTV managed by Contractor and shall provide Holding Lots and staging areas for vehicles participating in the Airport's GTP. It shall be within the reasonable discretion of County to add, subtract, and relocate loading space areas, staging areas and Holdings Lot areas.

7.2 In the event Contractor desires to lease additional space, and County agrees to such a lease, including vehicle service or storage areas or other facilities in or about the Airport Terminals, then such facilities shall be leased at (i) rental rates as provided in the schedule of rates, fees and charges for the Airport (and shall be subject to change in the event such schedule of rates, fees and charges is adjusted pursuant to a resolution adopted by County) and (ii) in accordance with any policy or requirements pertaining to leasing of County property. The facilities identified in County's most current "Passenger Loading Areas" and "Taxi/Bus Holding Lots" shall not be subject to rental charges and are attached hereto as Exhibits K and L, respectively.

8. Operational Requirements and Standards

8.1 The hours of business during which Contractor is to conduct its operations shall be twenty-four (24) hours a day, seven (7) days a week, including holidays. Contractor shall provide adequate personnel at all times and this requirement shall be reflected in its Operating Plan. Contractor shall provide additional or reduced staffing at such times as may be determined by the Aviation Department.

8.2 Contractor shall ensure that all drivers use the waste receptacles provided for the disposal of all waste materials, including cigarette butts, matches, paper and other accumulated waste. Contractor shall ensure that all Operations Areas are maintained in a clean and orderly manner and free of debris and trash. Contractor shall provide janitorial services for the Holding and Staging Areas, and shall ensure that all the facilities are maintained in a clean and orderly condition, including, but not limited to, the assembly/eating area and the restrooms. Contractor shall assign a daily maintenance crew to monitor and maintain all Operations Areas. This daily maintenance crew shall be either Contractor's employees or subcontracted by Contractor.

8.3 Contractor shall instruct all taxi 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 provide to all Ground Transportation Providers with all GTP

operating rules, regulations, and requirements. Contractor shall not on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state, or local laws or regulations. Contractor shall notify all drivers of GTV that they are to accept any and all passengers desiring services without 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 providing GTP services.

8.4 Contractor shall require all drivers and vehicles to remain away from the Passenger Loading Areas and the starter positions at the Terminals until the starter specifically requires the drivers and vehicles to approach the Passenger Loading Areas. Contractor shall require Taxicabs and other authorized commercial vehicles in the GTA to be staffed at all times by drivers.

8.5 No solicitations for private business shall be conducted at the Airport premises and Contractor shall neither conduct nor permit its agents, servants, and employees to conduct any business at the Airport except as authorized in writing by County. This prohibition includes, but is not limited to, activities such as solicitation of, or the execution of rental car contracts, the receipt of rental cars, or the servicing, parking, or moving of rental cars at the Airport.

8.6 Contractor shall take all appropriate actions to ensure that all GTV drivers and all of Contractor's agents, servants and employees maintain a friendly and cooperative relationship, with others engaged in business on the premises of the Airport, and shall not engage in open or public disputes, disagreements, or conflicts, tending to deteriorate the quality of services to the public, or be incompatible to the best interest of the public or County.

8.7 Contractor shall devise and implement an orientation program for participants of the GTP and for Contractor's employees to include customer service training and appropriate training to ensure that everyone has a good understanding of the location of various facilities, businesses, and agencies at the Airport and in the community so that such persons may provide adequate public information. This training must be updated on a regular and ongoing basis. Contractor shall be responsible to assure that all participants in the GTP provide customer service to passengers including, but not limited to, assistance on/off vehicles with baggage and providing information and directions, as necessary.

8.8 In recognition that Contractor possesses specialized knowledge in the management and operation of ground transportation programs, the Aviation Department may at any time require Contractor to provide certain information and input with respect to the operation of the Airport's GTP, and other GTV servicing the Airport that are not included in the GTP. In such event, Contractor agrees to fully cooperate with such inquiries and to be available to the Aviation Department, including the attending of meetings.

8.9 Contractor shall at all reasonable times and during the periods of all incoming flights, have qualified, competent and experienced starters on site to conduct Contractor's operations at each Terminal. Contractor shall (at times determined by the Aviation Department depending on Airport activity and peak hours of operation) have a designated person on-site who directs the GTV services at the Airport, who shall be a point of contact for Aviation Department representatives.

8.10 The Aviation Department shall have the right to make reasonable objections to Contractor as to the quality and appearance of vehicles available for hire, the character of the service rendered to the public, and the appearance and condition of the Operations Areas and other aspects of the operations of the GTP at the Airport. Contractor agrees to promptly discontinue or remedy any such objectionable practice. The Aviation Department shall from time to time establish operational and procedural requirements, rules, regulations and policies from which to govern the conduct of ground transportation participants at the Airport. Contractor shall require all ground transportation participants to comply, with all such requirements, rules, regulations and policies.

8.11 Should a conflict arise between Contractor and other operators at the Airport regarding the scope of responsibilities for the ground transportation system, the Aviation Department's decision on the matter shall be final and conclusive. Contractor agrees to abide by the Aviation Department's decision.

8.12 Contractor shall institute operating procedures as needed to ensure safety in Passenger Loading Areas.

8.13 Contractor shall not engage in any other activities at the Airport without the specific written approval of the Aviation Department, except for activities that are expressly permitted under this Agreement.

8.14 Contractor shall manage the Ground Transportation Areas, Holding Lot and Passenger Loading Areas on the curb at the Airport in accordance with the regulations of Broward County, the terms of this Agreement and the approved Operating Plan and as directed in writing by the Aviation Department.

8.15 Contractor shall provide the Aviation Department with an itemized monthly report showing for each day the actual number of outbound GTV dispatches by company as collected by the AVI system, the number of dispatches, and the number of specific dispatches as requested by the Aviation Department. This report shall be sent to the Aviation Department on a mutually agreed periodic basis. The Aviation Department reserves the right to require Contractor to submit any additional reports or data on Taxicab or other GTV operations as the Aviation Department may specify from time to time. Contractor shall also cooperate fully with any review of Taxicab or other GTV operations conducted by the County.

8.16 Taxicab Services.

8.16.1 Contractor shall require that all Taxicab operators be certified and successfully complete an Aviation Department approved airport orientation and courtesy training program prior to operating any Taxicab at the Airport. Contractor shall, at the request of the Aviation Department, furnish for review and approval to the Aviation Department, no later than each Contract Year anniversary date, a copy of Contractor's training courses, as well as dates for initial training and refresher courses and a list of drivers who have successfully passed the training courses.

8.16.2 Should a conflict arise between Contractor and any Taxicab operator or driver at the Airport regarding taxi services being provided at the Airport by the Taxicab operator, the dispute shall be referred by Contractor to the Aviation Department and, if directed by the Aviation Department, to County's Consumer Protection Board. The decision of County's Consumer Protection Board shall be final and conclusive. Contractor agrees to abide by such decision.

8.16.3 Contractor shall serve Taxicab customers at the Airport on a first come first served basis, by obtaining County authorized Taxicabs for the customers from the Taxicab Holding Lot and approved GTA's on a first in, first out basis.

8.16.4 Unless otherwise provided in this Agreement, Contractor shall not deny, for any reason, service to any passenger requesting taxicab service within the Passenger Loading Areas.

8.16.5 Contractor shall monitor all Taxicab operators' adherence to established dispatching procedures. Contractor shall also report to the Aviation Department any Taxicab operator who fails to obey the orders of a dispatcher, or any other employee of Contractor. Contractor shall report to the Aviation Department any violations of such procedures or orders that it observes or that are recorded by the AVI System within twenty-four (24) hours of the violation.

8.17 Taxicab Dispatch, Movement, and Loading. Contractor shall provide Taxicab dispatching and control personnel who: (1) will control the flow of Taxicabs into the terminal GTA's so that Taxicabs are available for passengers, but there are not so many Taxicabs in a GTA that the flow of traffic on the Airport is impeded; (2) conduct a spot inspection of each Taxicab for cleanliness and adherence to Aviation Department standards before allowing the Taxicab operator to load the fare into the Taxicab; (3) upon request of a passenger, promptly direct no more than one (1) passenger to a Taxicab, except for pre-formed groups traveling together as a party; and (4) dispatch the Taxicab from the Airport.

8.17.1 Contractor's terminal dispatchers shall also assist passengers as needed, facilitate the safe and efficient flow of pedestrians and vehicles along the terminal

curb/sidewalk and coordinate the flow of Taxicabs between the GTA and the designated Taxicab terminal loading area.

8.17.2 Contractor's approved Operating Plan will address baggage management by the operator of Ground Transportation Vehicles.

8.18 Contractor's Service and Congestion Management Expectations. Contractor shall manage the Taxicab services passenger loading areas on the curb at the Airport in accordance with the regulations of Broward County, the terms of this Agreement and the approved Operating Plan and as directed in writing by the Aviation Department. During all hours of scheduled flight activity, Contractor shall ensure a sufficient number of authorized Taxicabs are available to meet an on-demand service standard, which is defined as the receipt of Taxicab service within ten (10) minutes of a passenger's request, regardless of the number of passengers requiring the same service at the designated Taxicab passenger loading areas, unless there is unusual weather, traffic conditions, or shortage of Taxicabs (after Contractor has exhausted all procedures in the Operating Plan to secure additional Taxicabs and implementation of multiple loading process has failed to meet demand). It is expected that the on-demand service standard will be achieved on a consistent basis and that those conditions that cause noncompliance will be infrequent and atypical. Contractor's service response time shall be measured from the time the initial passenger demand for service is made to Contractor's dispatch personnel to the time the passenger enters a Taxicab. Contractor's dispatch personnel shall maintain a daily liaison with the Aviation Department's Operations Division and the airlines regarding schedule changes, late flight operations, diversions, or other changes that require additional Taxicab services. Contractor shall also be responsible for implementing Congestion Management involving crowd, line and vehicle control.

8.19 On-Demand Shared Ride and Limousine Services. Contractor shall manage the On-Demand Shared Ride and limousine services passenger loading areas on the curb at the Airport in accordance with the regulations of County, the terms of this Agreement, the approved Operating Plan, and as directed in writing by the Aviation Department. The following minimum requirements must be adhered to:

8.19.1 Contractor may be required to call the vehicle from the designated holding/staging area to the curb immediately or, if required to clear loading area congestion, within 5 minutes.

8.19.2 Contractor shall ensure that all van and limousine drivers park at their correct designated zone, load passengers and baggage at the curbside promptly and courteously, and depart the passenger-loading zone.

8.19.3 Contractor may be required to record the loading transaction into the curbside activity log.

8.20 Ground Transportation Information Booth (Baggage Claim Areas). Contractor shall staff a customer service ground transportation information booth (“Booth”) in each of the baggage claim areas of the Airport to provide information to passengers arriving into Airport concerning their ground transportation choices including Taxicabs, on-demand shared ride and limousine, public transportation (County Bus and Tri-Rail Services) and other authorized ground transportation services. Contractor shall staff the Booths in the baggage claim area of all four terminals for the purpose of disseminating unbiased ground transportation information to the traveling public, assist passengers with obtaining ground transportation services at FLL, greet pre-arranged ground transportation operators and passengers, perform operator credential checks, and provide other airport information to passengers, as directed.

8.20.1 Contractor shall greet people at these Booths as they are waiting for transportation at the Airport.

8.20.2 Contractor shall respond to passenger inquiries, assist passengers with obtaining ground transportation services and answer questions of a routine nature (i.e., destinations such as hotels, restaurants, cultural or civic destinations or events).

8.20.3 Contractor is responsible to maintain the tidiness of the Booth area and ensure all pamphlet racks are stocked with approved pamphlets and other equipment is operating properly. Contractor shall clean and disinfect assigned counters and keep them free of debris.

8.20.4 Contractor may be required to perform check-in service for pre-arranged ground transportation customers and drivers and check pre-arranged commercial vehicle van and car services drivers for permits, licenses and trip sheets in accordance with the approved Operating Plan.

8.20.5 Contractor shall ensure that its staff is knowledgeable regarding FLL’s ground transportation services, including fares and schedules, and FLL’s rules and regulations.

8.20.6 Location of ground transportation information booths are subject to modification, at County’s discretion, as ground transportation modes shift and terminals are redesigned.

8.21 Taxicab and Consolidated Commercial Vehicle Holding Lot. Contractor is responsible for general cleanliness of the Holding Lot(s). Contractor will pick up litter and other debris as needed and dispose of same in approved containers.

8.21.1 Contractor is responsible for providing janitorial service to the Holding Lot(s) and stocking the paper products required.

8.21.2 County will maintain all permanent toilet facilities in the Holding Lot. County must be contacted immediately if maintenance is needed.

8.22 Software Cloud technology requirements and Payment Card Industry (PCI) Compliance

As used herein this Section 8.23 the following definitions shall apply:

“Provider Platform” means to the ASP or SaaS solution that facilitates the provision of Services to the County, or otherwise stores, hosts, or transmits County Data. Contractor shall maintain the same standards set forth herein for all of its data centers and facilities that store or host County data.

“County Data” means the data and information provided by County or its agents under this Agreement, and all data and results derived from the provision of Contractor’s Services, whether or not electronically retained and regardless of the retention media.

If and to the extent Contractor accepts, transmits or stores any credit card holder data, or is reasonably determined by County to potentially impact the security of County’s cardholder data environment (“CDE”), the following provisions shall apply:

8.22.1 Contractor shall comply with the most recent version of the Security Standards Council’s Payment Card Industry (“PCI”) Data Security Standard (“DSS”).

8.22.2 Prior to the Effective Date of this Agreement, after any significant change to the CDE, and annually Contractor shall provide to County: (i) A copy of Contractor’s Annual PCI DSS Attestation of Compliance (“AOC”); (ii) a written acknowledgement of responsibility for the security of cardholder data that Contractor possesses or otherwise stores, processes or transmits on behalf of County, or to the extent that Contractor could impact the security of County’s cardholder data environment; and (iii) a PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of Contractor and which controls the service Contractor shares responsibility with County.

8.22.3 Contractor shall follow the VISA Cardholder Information Security Program (“CISP”) payment Application Best Practices and Audit Procedures and maintain current validation.

8.22.4 If Contractor subcontracts or in any way outsources the CDE processing, or provides an API which redirects or transmits County Data to a payment gateway, Contractor is responsible for maintaining PCI compliance for their API and providing the AOC for the subcontractor or payment gateway to County.

8.22.5 Mobile payment application providers must follow industry best practices such as VISA Cardholder Information Security Program (“CISP”) or OWASP for secure coding and transmission of payment card data.

8.22.6 Contractor agrees that it is responsible for the security of County's cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.

8.22.7 Contractor shall immediately notify County if it learns that it is no longer PCI DSS compliant and shall immediately provide County the steps being taken to remediate the noncompliant status. In no event shall Contractor's notification to County be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.

8.22.8 Contractor shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure. (PCI 12.3.8).

8.22.9 Contractor shall activate remote access from vendors and business partners into County network only when needed by vendors and partners, with immediate deactivation after use. (PCI 12.3.9).

8.22.10 Contractor shall implement encryption and two-factor authentication for securing remote access (non-console access) from outside the network into County's environment with access to any stored credit card data. (PCI 8.3).

8.22.11 Contractor shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County Data. (PCI 10.5.5).

8.22.12 All inbound and outbound connections to County's CDE must use Transport Layer Security (TLS) 1.2 or current industry equivalent (whichever is higher).

8.23 Managed Services/Professional Services (IT)/Third-Party Vendors

8.23.1 Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed IT Services to County under this Agreement or who had access to County Data and must ensure such employees' access to County Data and network is promptly disabled.

8.23.2 Contractor shall ensure all Contractor's employees with access to County environment have signed County's Information Resources User Acknowledgement form prior to accessing County network environment.

8.23.3 Contractor shall provide privacy and information security training to its employees with access to County environment upon hire and at least annually. (PCI 12.6.1).

8.24 Software/Technology Confidential Information

8.24.1 Contractor's Confidential Information. 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 PRODUCTION – 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 the software or any Trade Secret Materials in response to a records request by a third party.

8.24.2 County Confidential Information. All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods that Contractor obtains from County in connection with the Services performed under this Agreement, that are made or developed by Contractor in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute County Confidential Information. All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information. County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees, agents, Subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County. Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless County and its officers and employees from the breach of any federal, state or local law by Contractor or its employees, agents, Subcontractors or suppliers regarding the unlawful use or disclosure of County Confidential Information. Upon expiration or termination of this Agreement, or as otherwise

demanded by County, Contractor shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, Subcontractors or suppliers.

8.24.3 Maintenance of Confidential Information. Each party shall advise its employees, agents, Subcontractors, and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

8.24.4 Security and Access. Any access by Contractor to any aspect of County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Contractor. Contractor shall provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Contractor's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of County's Chief Information Officer, County may terminate this Agreement upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Contractor).

8.24.5 Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Contractor may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including

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without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

8.25 Contractor Access

8.25.1 All remote access must be from a Broward County Enterprise Technology Services approved standard such as VPN, SSL, or IPSEC. Insecure protocols are not permitted. Connectivity must be secured with standards that meet or exceed ETS secure access standards.

8.25.2 Remote access connectivity must be restricted to a specific source static IP address. If this is not feasible, two factor authentication for all remote access is required.

8.25.3 Remote access connections must have the following configured: logging enabled for access times, dates and failed authentication attempts, split tunneling must be disabled, remote software updated to the latest secure versions, and inactivity timeout must be enabled for 20 minutes or as dictated by compliance mandates.

8.25.4 Contractor shall only provision and access the data on the County's network necessary to complete their work.

8.25.5 All Contractor user accounts must be unique, not shared, and passwords must meet County's complexity requirements.

8.25.6 Endpoints connected to County network must have all Critical, High, and Medium risk vulnerabilities mitigated with latest security patches.

EXHIBIT B – Fully Burdened Hourly Rates

	Year 1	Year 2		Year 3	Year 4	Year 5
	<u>5/1/19 - 4/30/20</u>	<u>5/1/20 - 12/31/20</u>	<u>1/1/21 - 4/30/21</u>	<u>5/1/21 - 4/30/22</u>	<u>5/1/22 - 4/30/23</u>	<u>5/1/23 - 4/30/24</u>
Pay With Benefits (LW)	13.27	13.27	13.27	13.27	13.27	13.27
Pay Without Benefits	14.90	14.90	14.90	14.90	14.90	14.90
Health Care Differential (HD)	1.63	1.63	1.63	1.63	1.63	1.63
Project Manager	88.44	88.44	88.44	88.44	88.44	88.44
Admin / Payroll HR	32.70	32.70	32.70	32.70	32.70	32.70
Admin - Clerk	32.70	32.70	32.70	32.70	32.70	32.70
Shift Supervisor	29.01	29.01	29.01	29.01	29.01	29.01
Shift Supervisor 2nd Shift	29.01	29.01	29.01	29.01	29.01	29.01
Shift Supervisor 3rd Shift	29.01	29.01	29.01	29.01	29.01	29.01
Taxi Starter	24.60	24.60	24.60	24.60	24.60	24.60
Taxi Starter 2nd Shift	24.60	24.60	24.60	24.60	24.60	24.60
Taxi Starter 3rd Shift	24.60	24.60	24.60	24.60	24.60	24.60
Commercial Vehicle Lane	24.60	24.60	24.60	24.60	24.60	24.60
Commercial Vehicle Lane 2nd Shift	24.60	24.60	24.60	24.60	24.60	24.60
Commercial Vehicle Lane 3rd Shift	24.60	24.60	24.60	24.60	24.60	24.60
Lot Dispatcher	24.60	24.60	24.60	24.60	24.60	24.60
Lot Dispatcher 2nd Shift	24.60	24.60	24.60	24.60	24.60	24.60
Lot Dispatcher 3rd Shift	24.60	24.60	24.60	24.60	24.60	24.60
Lot Assistant	24.60	24.60	24.60	24.60	24.60	24.60
Lot Assistant 2nd Shift	24.60	24.60	24.60	24.60	24.60	24.60
Lot Assistant 3rd Shift	24.60	24.60	24.60	24.60	24.60	24.60
Additional Staffing	56.52	56.52	56.52	56.52	56.52	56.52
Additional Staffing	36.84	36.84	36.84	36.84	36.84	36.84
Total Annual Compensation (excluding compensation adjustments and reimbursables as authorized in Sections 4.2 and 4.1.2 of the Agreement, respectively)	4,794,038.00	3,196,025.00	1,598,013.00	4,794,038.00	4,794,038.00	4,794,038.00

EXHIBIT B-1 – Adjusted Fully Burdened Hourly Rates

The Adjusted Fully Burdened Hourly Rates shall only apply in the event that the Living Wage Ordinance is amended to increase the health care benefit to \$3.44 effective on January 1, 2021.

Health Care Benefit Increased to \$3.44 Beginning January 1, 2021				
	Partial Year 2	Year 3	Year 4	Year 5
	<u>1/1/21 - 4/30/21</u>	<u>5/1/21 - 4/30/22</u>	<u>5/1/22 - 4/30/23</u>	<u>5/1/23 - 4/30/24</u>
Pay With Benefits (LW)	13.27	13.27	13.27	13.27
Pay Without Benefits	16.71	16.71	16.71	16.71
Health Care Differential (HD)	3.44	3.44	3.44	3.44
Project Manager	88.44	88.44	88.44	88.44
Admin / Payroll HR	32.70	32.70	32.70	32.70
Admin - Clerk	32.70	32.70	32.70	32.70
Shift Supervisor	29.01	29.01	29.01	29.01
Shift Supervisor 2nd Shift	29.01	29.01	29.01	29.01
Shift Supervisor 3rd Shift	29.01	29.01	29.01	29.01
Taxi Starter	25.25	25.25	25.25	25.25
Taxi Starter 2nd Shift	25.25	25.25	25.25	25.25
Taxi Starter 3rd Shift	25.25	25.25	25.25	25.25
Commercial Vehicle Lane	25.25	25.25	25.25	25.25
Commercial Vehicle Lane 2nd Shift	25.25	25.25	25.25	25.25
Commercial Vehicle Lane 3rd Shift	25.25	25.25	25.25	25.25
Lot Dispatcher	25.25	25.25	25.25	25.25
Lot Dispatcher 2nd Shift	25.25	25.25	25.25	25.25
Lot Dispatcher 3rd Shift	25.25	25.25	25.25	25.25
Lot Assistant	25.25	25.25	25.25	25.25
Lot Assistant 2nd Shift	25.25	25.25	25.25	25.25
Lot Assistant 3rd Shift	25.25	25.25	25.25	25.25
Additional Staffing	56.52	56.52	56.52	56.52
Additional Staffing	36.84	36.84	36.84	36.84
Total Annual Compensation (excluding compensation adjustments and reimbursables as authorized in Section 4.2 and Section 4.1.2 of the Agreement, respectively)	1,631,346.00	4,894,977.00	4,894,977.00	4,894,977.00

EXHIBIT C - CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that:

1. Contractor has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.1 of the Agreement, except as provided in paragraph 2 below.

2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or supplier's name and address	Date of disputed invoice	Amount in dispute

3. The undersigned is authorized to execute this Certification on behalf of Contractor.

Dated _____, 20__

Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF)
) SS
COUNTY OF)

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

WITNESS my hand and official seal, this ____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment; printed/typed/stamped)

My commission expires:

EXHIBIT D – Minimum Insurance Requirements

Insurance Requirements for the Ground Transportation Management Services

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's is not approved 4. Maximum Deductibles \$25,000.00	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"/> Products/Completed Operations <input checked="" type="checkbox"/> Personal and Advertising Injury <input checked="" type="checkbox"/> Fire Legal Liability	Bodily Injury	
	Property Damage	
	Bodily Injury and Property Damage Combined	\$ 3 mil
	Personal Injury	\$ 3 mil
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)	
	Bodily Injury (each accident)	
	Property Damage	
	Bodily Injury and Property Damage Combined	\$300 k landside \$ 5 mil airside
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$
<input type="checkbox"/> PROPERTY		
<input checked="" type="checkbox"/> CRIME- Employee dishonesty, forgery and alteration, robbery		\$1 mil
<input type="checkbox"/> Professional Liability		
<input type="checkbox"/> Pollution including remediation and cleanup		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY Dollar values only:	**State exemption not accepted.
		(each accident) 500K MIN
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. 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, Dania Beach, FL 33312 K Willman	Tracy Meyer Digitally signed by Tracy Meyer DN: dc=local, dc=fl-airport, ou=ELLISERS, cn=Tracy Meyer Date Issued: 2017.10.12 14:03:22 -04'00'	

EXHIBIT E – Key Personnel

Project Manager: Chet Creco

Assistant Project Manager: Raul Lopez

Operations Manager: Hardley Gracia

Administrator/Payroll/HR: Tamika Brown

EXHIBIT F – Airport Optional Facilities

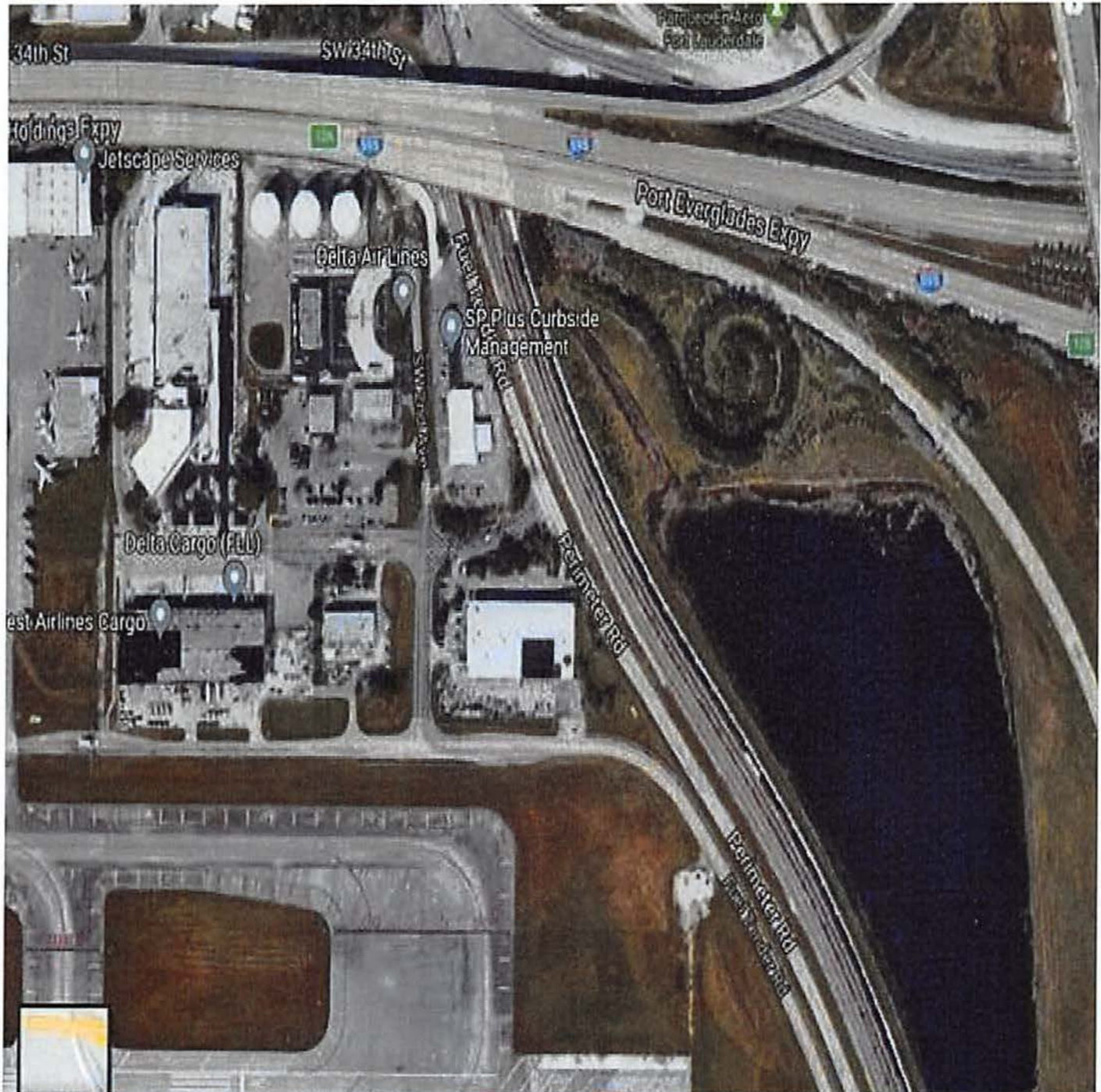


EXHIBIT G – Security Requirements

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 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 County, and to take such steps as may be necessary or directed by County to insure that 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 Subcontractors, employees, invitees or guests, 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 County, and/or any expense in enforcing 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 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, County may do so at the sole cost and expense of Contractor. 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 to 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 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 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 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 Subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any Subcontractor.

(d) Contractor understands and agrees that if any of its employees, or the employees of any of its 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 promulgated by the Aviation Department.

(e) The provisions hereof shall survive the expiration or any other termination of this Agreement.

EXHIBIT H – Nondiscrimination Requirements

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

1. **Compliance with Regulations:** Contractor (including any subcontractors) shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall 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 Contractor for Services to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of their 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:** Contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall 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, Contractor shall 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 contract, Contractor shall 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 contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: Contractor shall include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor shall take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT I – ACDBE Letter of Intent



Attachment A1 – DBE/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: 2018-06-05-0-AV-01	Project Title: Ground Transportation Management Services at Fort Lauderdale-Hollywood International Airport
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Bidder/Offeror Name: SP Plus Curbside Management Joint Venture
 Address: 1301 East Ninth Street, Suite 1050 City: Cleveland, OH State: Zip: 44114
 Authorized Representative: Jack Ricchiuto Phone: 216-522-0700
 DBE/ACDBE Subcontractor/Supplier Name: NAPM Enterprises, Inc.
 Check one: Address: 2880 West Oakland Boulevard, Suite 121
 DBE City: Fort Lauderdale State: FL Zip: 33311 Phone: 954-868-3470
 ACDBE Authorized Representative: Judith Silveira

- 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
Janitorial Services	561720	\$137,470	3.1%
Temporary Help Services	561320	\$1,231,734	27.4%
		\$1,369,204	30.5%

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

Bidder/Offeror Authorized Representative: Jack Ricchiuto, Executive Vice President,
SP Plus Corporation, Managing Partner of
SP Plus FLL Curbside Management Joint Venture August 8, 2018
 (Signature) (Title) (Date)

DBE/ACDBE Subcontractor/Supplier Authorized Representative: Judith Silveira, President August 8, 2018
 (Signature) (Title) (Date)

* Visit <http://www.census.gov/ipeds/data/naics/> to search. Match type of work with NAICS code as closely as possible.
[†] To be provided only when the solicitation requires that bidder/offeror 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 J – 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 K – Current Passenger Loading Areas

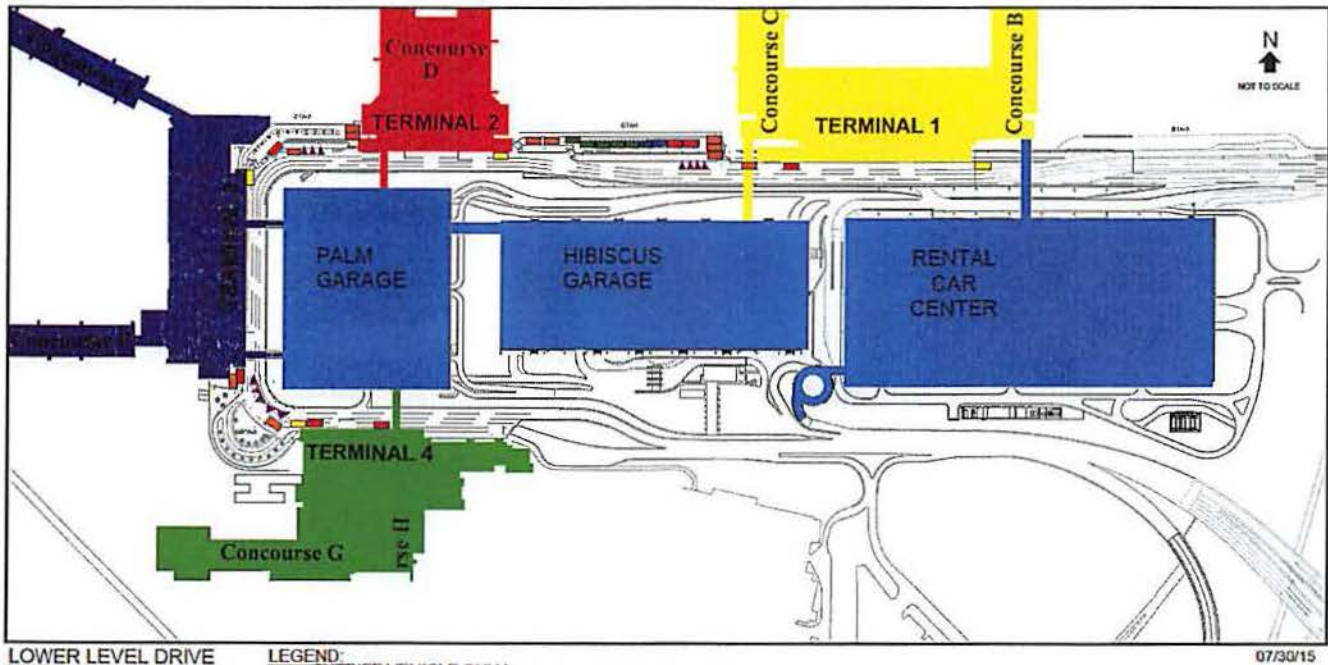
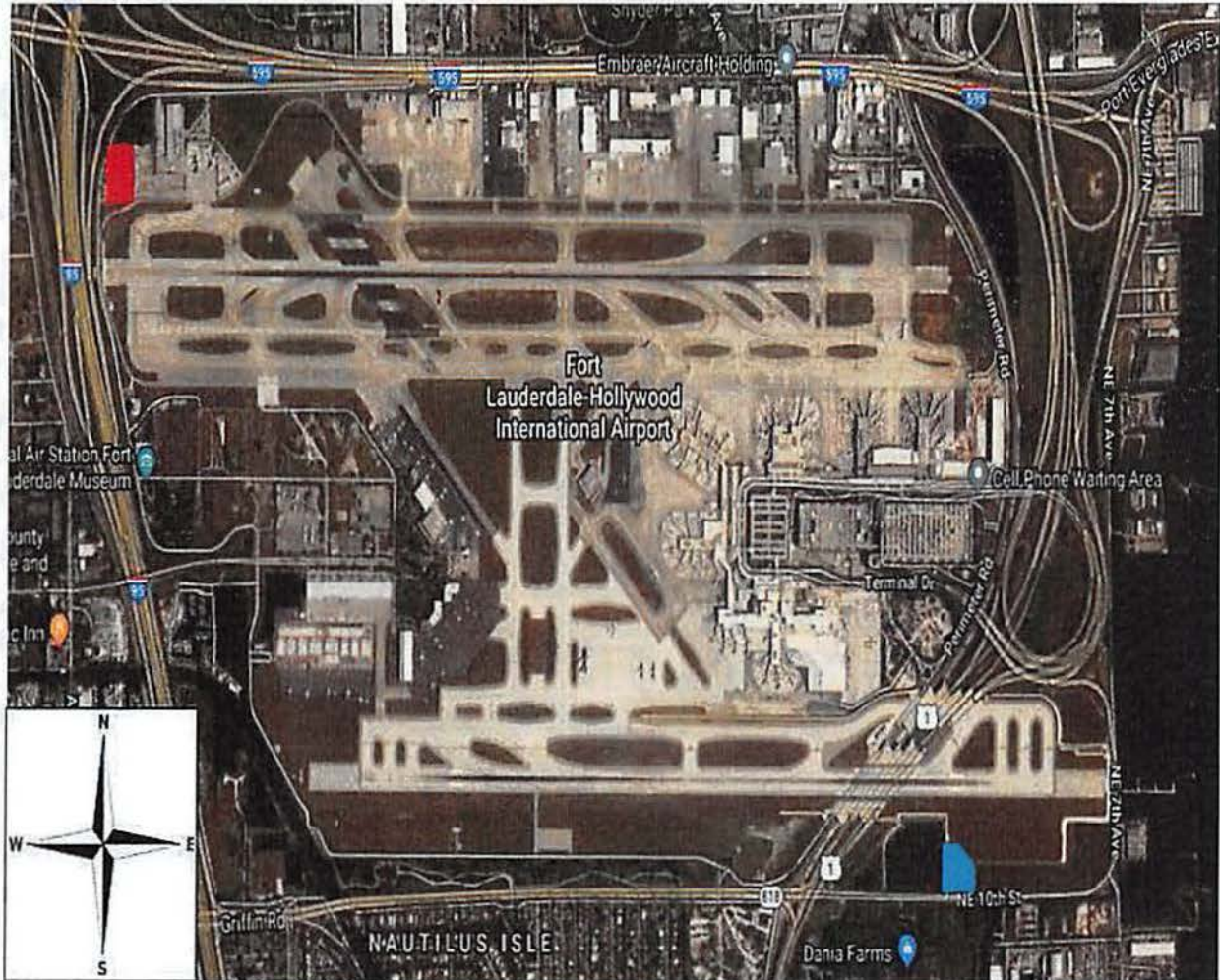


EXHIBIT L – Holding Lots



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