

SANFORD AIRPORT AUTHORITY

REQUEST FOR PROPOSAL

FOR

TAXICAB CONCESSION SERVICES

ORLANDO SANFORD INTERNATIONAL AIRPORT

PROJECT: GROUND TRANSPORTATION – TAXICAB CONCESSION 2022

DATE: OCTOBER 8, 2021

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**SANFORD AIRPORT AUTHORITY
REQUEST FOR PROPOSAL
TAXICAB CONCESSION SERVICES**

Project Title: Ground Transportation – Taxicab Concession 2022

1. REQUEST FOR PROPOSAL (“RFP”)

1.1 **INVITATION.** The Sanford Airport Authority (the “Authority”) requests a written Technical Proposal and written Price Proposal from qualified firms to provide semi-exclusive taxicab concession services at the Orlando Sanford International Airport. The contractor or Proposer shall provide the personnel, equipment and expertise necessary to successfully provide all of the taxicab concession services depicted in the Contract Documents (as defined below). Services shall be performed in a manner in which quality and customer service are priorities, and otherwise as set forth in the Contract Documents. Roberta Stanton, Procurement Agent for the Authority will be the contact person on this project. Any questions with regard to this Request for Proposal should be directed to Ms. Stanton in accordance with Section 1.6 below.

The Contractor must have the capability of providing consistent, first-class taxicab concession services sufficient to meet Airport passenger demands at all times.

1.2 **PROJECT IDENTIFICATION.** The Authority identifies this Project as: “Ground Transportation – Taxicab Concession 2022”.

1.3 **CONTRACTING AGENCY.** The contracting agency is the Sanford Airport Authority, called the “Authority.”

1.4 DEFINITIONS

“**Airport**” means the Orlando Sanford International Airport, and all real and personal property, buildings, and appurtenances encompassing the same.

“**Attorneys’ Fees**” include without limitation fees and charges of attorneys, paralegals, legal assistants, attorneys’ consultants, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, administrative, or other proceeding arising out of this RFP.

“**Authority**” means the Sanford Airport Authority, a dependent special district created by the Florida Legislature.

“**Authority Contact**” means the individual employee or representative of the Authority designated in this RFP as the point of contact for Proposers for all matters relating to this RFP and Proposals therefor.

“**Board**” means the Board of Directors of the Authority.

“Board Member” means an individual serving as a director on the Board.

“Concession Fee” means the combined aggregate sum of the Privilege Fee and the Per Trip Fee, as more specifically provided on the Proposal Form to the RFP.

“Contract” means any one of the following, as context requires: (a) the project for which this RFP and corresponding Proposals are submitted, (b) the collective Contract Documents, (c) the individual Contract document that is a part of the Contract Documents; or (d) the portion of the Contract Documents that addresses the technical requirements of the Contract.

“Contract Documents” means the collection of the individual Contract document, Request for Proposals and any addenda thereto, performance bonds, insurance certificates, and the Technical and Price Proposals.

“Contractor” means any individual, firm, company or corporation entering into a Contract to perform the services requested in this RFP.

“Contractor Employee” means for the purposes of this RFP employees and independent contractors of Contractor, and may be used for convenience to include both categories of agents, that is, employees and independent contractors.

“Costs” include without limitation filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in state-wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, administrative, or other proceeding arising out of this agreement.

“DHS” means Department of Homeland Security.

“Evaluation Committee” means Authority staff and/or Board Members (to be determined)

“FAA” means the Federal Aviation Administration.

“Legal Requirement” means the following as they apply from time to time to Authority and Airport operations, and as they may be amended from time to time: any and all local, state, and federal statutes, ordinances, rules, regulations, court orders, administrative orders, advisory opinions, decrees, judgments, liens, common law duties, licenses, authorizations, permits, executive orders, emergency orders, directives, treaties, and all other applicable laws of any kind or nature, and the implicit duties and requirements thereof, **including without limitation:** FAA regulations and orders; TSA regulations and orders; DHS regulations and orders; Environmental Laws as defined herein; Americans With Disabilities Act; Civil Rights Act of 1964; Affirmative Action Clause of Section 503 of the Rehabilitation Act of 1973 (Equal Opportunity For Disabled); 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program); 49 C.F.R. Part 23 (Minority Business Enterprise) and 14 C.F.R. Part 152 Affirmative Action Employment Programs, unless Contractor is exempt; 49 C.F.R. Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);

Affirmative Action Clause of 38 U.S.C. § 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974; traffic laws and regulations; taxicab and chauffeur licensing and permitting regulations; State of Florida Accessibility Requirements Manual (ARM); Authority policies, procedures, orders, and directives; security requirements; stormwater and drainage regulations; environmental laws, regulations, and orders; labor and employment related laws, regulations, and orders; local and state licensing requirements for vehicles and for chauffeurs; all as they all now exist or may be amended from time to time.

“Lobby” or “Lobbying” means communicating in any manner (oral, written, or otherwise) with Authority Board Members, Authority staff or employees, directly or indirectly, in connection with any RFP or Proposal, in an effort to influence the decision of the Board Members, Authority staff or employees or any other person associated with the selection process in connection with an RFP.

“Lobbyist” means any person (meaning any individual, entity or legal counsel) who directly or on behalf of itself or another person, and at the request of that person, engages in Lobbying activities with the intent of influencing the Authority to award to that person a Contract or award as a result of a pending RFP by the Authority.

“Person” means an individual, corporation, limited liability company, sole proprietorship, partnership, limited partnership, limited liability partnership, professional association, organization, or other legally recognized entity.

“Per Trip Fee” means the Authority's share of the fare for each taxicab trip provided under the Contract.

“Price Proposal” means the part of the Proposal outlining the Proposer's Proposal on the Privilege Fee and Per Trip Fee payable to the Authority, associated with carrying out the Technical Proposal. Unless otherwise specifically stated, the Price Proposal shall be deemed to take into account all risks and liabilities anticipated by Proposer which reasonably should have been anticipated by the Proposer in connection with fulfilling the terms of the Technical Proposal and satisfying the terms of the Contract, including but not limited to: changes in economic conditions, changes in market conditions, job complexity, material shortages and/or delays caused by material shortages, increase in cost(s) of necessary goods or materials caused by actions of third-parties or market fluctuations, operation in a post-9/11 and Covid-19 international airport environment and the legal implications thereof, and all other reasonably anticipated costs.

“Privilege Fee” means the monthly payment made by Contractor to the Authority as set forth in the Contract, for Contractor's privilege of acting as the semi-exclusive provider of taxicab services to the Airport, subject to the exceptions stated therein.

“Project” means the Sanford Airport Authority Ground Transportation – Taxicab Concession 2022 project by the Sanford Airport Authority.

“Proposal” means a printed collection of responses to this RFP, submitted in one or as many packages as called for in this RFP, on or before the due date and time deadline stated in this RFP.

“**Proposer**” means a prime contractor, acting for itself, and submitting a Proposal under one name, in response and with regard to this RFP.

“**RFP**” means a Request for Proposal(s) issued by the Authority, for the performance of certain services, at certain standards, specified therein.

“**Technical Proposal**” means the part of the Proposal delineating the methods and means by which the Proposer contemplates fulfilling the requirements of the Contract.

“**TSA**” means the Transportation Security Administration.

1.5 RFP EXHIBITS.

Exhibit “A” – Sample Contract

Exhibit “B” – Bid Protest Bond (form)

1.6 **COMMUNICATION WITH AUTHORITY.** No negotiations, decisions, or actions shall be initiated or executed by a Proposer as a result of any oral discussions with an employee, agent or representative of the Authority. Only written communications from the Authority may be relied upon as a duly authorized expression on behalf of the Authority. Also, the Authority will recognize only written communications from a Proposer, signed by someone authorized to contractually bind the Proposer, as a duly authorized communication from such Proposer.

The Authority will forward to all potential Proposers who received a copy of the Request for Proposal, the Authority’s written responses to any potential Proposer’s question(s) pertaining to the RFP.

Any questions arising from this RFP must be transmitted to the Authority by mail, e-mail or fax addressed to the Authority Contact indicated below:

Roberta Stanton
Procurement Agent
Orlando Sanford International Airport
1200 Red Cleveland Boulevard
Sanford, Florida 32773
E-mail: rstanton@osaa.net

1.7 **AUTHORIZATIONS AND LICENSES.** Proposers must be authorized to do business in the State of Florida and properly licensed, as necessary and required by the City of Sanford, County of Seminole, and State of Florida, to perform the services sought by this RFP. All licenses must be current and in good standing **at the time of proposal and throughout the term of the Contract**, if selected. If the City of Sanford and Seminole County do not have requirements beyond an occupational license requirement, then no other licenses or approvals are required for purposes of this RFP. It is the proposer’s, and ultimately the Contractor’s, responsibility to know whether it is properly licensed.

1.8 QUALIFICATIONS

1.8.1 **GENERAL.** The Authority will determine whether the Proposer is qualified to provide the required services based on the Proposer's demonstrating in its Proposal satisfactory experience and capability in the work area. The Proposal shall identify the necessary experienced personnel and facilities to support the activities sought by the RFP.

1.8.2 **QUALIFICATIONS OF PERSONNEL.** The Proposal shall identify personnel who have the specific experience and level of experience detailed in and required by the Contract.

1.9 RESERVATIONS AND RESPONSIVENESS OF PROPOSALS

1.9.1 **RESERVATIONS.** The Authority reserves the right to accept or reject any or all Proposals received and reserves the right to make an award without further discussion of the Proposals submitted. Therefore, Proposals should be submitted initially in the most favorable manner. The Proposal will become a part of the Authority's official file on this matter, without obligation or liability on behalf of the Authority. The contents of the Proposals and any other written communication with the Authority (including without limitation email) are subject to the Florida Public Records Act, Chapter 119, Florida Statutes. Any portion of the Proposal that Proposer contends is exempt from the Florida Public Records Act as a proprietary trade secret should be clearly labeled and identified as such. Neither the Authority nor its legal counsel will provide legal advice to a Proposer with respect to any aspect of this RFP or any Proposal, including without limitation to matters relating to public records under Chapter 119, Florida Statutes; protection of proprietary information and intellectual property; or other Authority or Proposer business matters. All Proposers should contact their respective counsel if they have the need for legal advice.

1.9.2 **RESPONSIVENESS OF PROPOSALS.** All Proposals must be in writing. A responsive Proposal is an offer, which conforms in all material respects to the requirements contained herein. Proposals may be rejected if found to be irregular or not in conformance with these requirements and instructions. A Proposal may be found to be irregular or non-responsive for reasons including, but not limited to, failure to use or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, unauthorized or undated signatures, failure to use a provided form, submittal of alternate proposals not called for, irregularities of any kind that may make the Proposal indefinite or ambiguous, unbalanced or unreasonable concession fees in the Authority's absolute and sole judgment, or missing or improperly executed documents.

1.9.3 LOBBYING GUIDELINES

(a) **Prohibition of Lobbying:** Lobbying any Board Member, Authority Officer, Authority counsel, employee, any other person who is a member of any committee constituted for the purposes of ranking proposals and thereafter forwarding recommendations to the Board, or any other person associated with the selection process, from the time that a RFP is released to the time that the Board makes the award, is prohibited

(b) **Exceptions to the Policy:** Any communication made in accordance with this RFP, such as (for example) with the Authority Contact, for legitimate reasons consistent with this RFP is not considered Lobbying and is not prohibited by this section.

1.9.4 OTHER DISQUALIFYING CONDITIONS. Other conditions which shall cause rejection of a Proposal include: evidence of collusion among Proposers; lack of experience or expertise to perform the required work; submission of more than one Proposal by an individual, firm, joint venture, partnership, or corporation, under the same or different names; failure to perform or meet financial obligations on previous contracts with the Authority or contracts with other public agencies or government entities; previous disqualification on an Authority contract within the past three (3) years; existence of any unresolved claims between Proposer and the Authority; an individual, firm, partnership, or corporation's inclusion on the United States Comptroller General's List of Parties Excluded from Federal Procurement and Non-Procurement Programs; and any other as determined by the Authority in its sole discretion. Furthermore, Proposals will be disqualified if delivered or received after the date and time specified as the due date for submission. Disqualified Proposers will be notified in writing. Although these Proposals will not be considered for evaluation, they will be kept on file as disqualified and will remain subject to the Florida Public Records Act, Chapter 119, Florida Statutes, according to the terms thereof.

1.9.5 WAIVERS OF MINOR IRREGULARITIES. The Authority may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Authority's interest and will not affect the price of the Proposal or give a Proposer an advantage or benefit not enjoyed by other Proposers.

1.9.6 CONTRACTUAL OBLIGATIONS. Each Person that is part of the Proposer's team, whether by employment, joint venture, subcontract, or otherwise, will be subject to and shall comply with the Contract requirements.

1.9.7 TITLE VI SOLICITATION NOTICE. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.10 ADDENDA. All questions about the meaning or intent of any part of the Proposal Documents shall be directed to the Authority Contact, as provided in section 1.6 above. Interpretations or clarifications considered necessary by the Authority in its sole discretion in response to such questions will be issued in writing and mailed or delivered to the Proposers.

Questions received within one week or less before the Mandatory Proposal meeting will be responded to at the meeting. Interpretations or clarifications considered necessary by the Authority in response to such questions will be issued by addenda mailed or delivered to the Proposers.

Questions received after 5:00 p.m. on November 5, 2021 may not be answered. Only questions answered by formal written addenda will be binding on the Authority. Oral and other interpretations or clarifications by the Authority will be without legal effect. All addenda shall be acknowledged by the Proposer on the Acknowledgment of Addendum form which shall be submitted with the Technical Proposal.

1.11 **COST INCURRED IN RESPONDING.** Neither the Authority nor any other public agency shall pay or reimburse any costs incurred by any Person or Proposer in the preparation or submission of a Proposal.

1.12 **EQUAL OPPORTUNITY STATEMENT.** In accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, the Florida Civil Rights Act of 1992, as amended, § 760.10 *et seq.*, Fla. Stat. (1996), and other federal and state statutes, the Authority prohibits discrimination on the basis of race, color, sex, age, national origin, religion, veteran status, disability, handicap, or other legally protected status. The Authority is an equal employment opportunity agency for minorities, women, and disadvantaged business applicants in contracting and subcontracting.

1.13 **CANCELLATION PRIVILEGES.** The performance by the Authority of any of its obligations under this RFP and corresponding Contract will be subject to, and contingent upon, the availability of monies lawfully budgeted and appropriated for such purposes. If the Authority deems at any time during the term of the Contract that monies are unavailable for the remainder of the Contract term, the Authority will notify the Contractor in writing, whereupon the obligations of the parties shall terminate within thirty (30) days of such notice, and the Contract shall be considered canceled by mutual consent.

1.14 **PROPOSAL MEETING.** The Authority will convene a **mandatory** Proposal meeting on October 21, 2021. The meeting will begin at 9:30 a.m., Sanford local time, in the Vigilante Room at the Authority's headquarters located at 2001 Red Cleveland Boulevard, Sanford, FL 32773 if in person or by attending electronically using the platform of Dialpad which may be accessed at URL: <https://meetings.dialpad.com/room/flysanford> or by using the dial-in number: 407-553-2512. Electronic attendance information can be obtained from Roberta Stanton. Attendance at the meeting is **mandatory** for all Proposers and recommended for all other Persons desiring involvement on this Contract.

The purpose of the meeting is for the Authority to respond to questions and to clarify Contract requirements. In addition, recommendations by Persons concerning the contents, requirements, Contract, and other matters of concern will be discussed. Any changes or modifications resulting in addenda to the RFP will be at the sole discretion of the Authority and, if any, will be circulated to all Proposers in writing.

If potential Proposers have any doubts or questions as to the meaning or content of this RFP, this meeting is the preferred method to present such doubts or questions. If any concern arises after the meeting, Proposer shall notify the Authority in writing, at Sanford Airport Authority, 1200 Red Cleveland Boulevard, Sanford, FL 32773, email: rstanton@osaa.net. The Proposer shall have a period of time from October 21, 2021 through November 5, 2021 at 5:00 p.m. to present any final questions to the Authority. (See attached Form A – Proposal Schedule,

for additional RFP dates and deadlines.) Corrections, changes, clarification, if deemed necessary or desirable by the Authority in its sole discretion, will be made in written addenda to all who have received the Request for Proposals. Proposers or potential Proposers shall not communicate with anyone else at the Authority or on the selection committee regarding their Proposal, or the process or procedures. The Authority will not be bound by any oral instructions, interpretations, or explanations.

2. PROPOSAL SUBMISSION

2.1 GENERAL

By submitting a Technical and Price Proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality, scope of services, and Contract to be provided. All Proposals and associated forms shall be signed and dated in **blue ink** by a duly authorized representative for the Proposer.

2.2 SUBMITTAL REQUIREMENTS

An original and five (5) copies of the Technical Proposal shall be submitted in a sealed envelope(s), identified as the Technical Proposal, and bearing on the outside the following:

| | |
|----------------|--|
| Proposal For: | TAXICAB CONCESSION SERVICES |
| Project Title: | Ground Transportation – Taxicab Concession 2022 |
| Submitted To: | SANFORD AIRPORT AUTHORITY |
| Submitted By: | PROPOSER'S NAME PROPOSER'S ADDRESS CITY, STATE, ZIP CODE PROPOSER'S PHONE NUMBER PROPOSER'S CONTACT NUMBER DATE SUBMITTED FAX NUMBER |

An original and five (5) copies of the Price Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the same information on the outside as shown for the Technical Proposal. Price Proposals of short-listed Proposers will be opened only after evaluation of the Technical Proposals and oral presentations, if required, have been completed. Price Proposals of all other Proposers will be retained by the Authority, unopened until completion of the evaluation process, at which time they will be filed with the corresponding Technical Proposal as unevaluated. The contents of the Technical and Price Proposals will not be subject to disclosure to the public until after the evaluation and final selection, at which time, under the Florida Public Records Act, Chapter 119, Florida Statutes, materials submitted by a Proposer and the results of the Authority's evaluation may be available for public inspection and copying. Proposers should take note of this as it relates to any proprietary information that might be included in the proposal package and should consult their own legal counsel with any questions pertaining thereto. The Authority bears

no liability for disclosure or use of data submitted in response to this RFP for any purpose.
Proposes acknowledge that Proposals are not submitted in confidence.

2.3 **TIME AND PLACE OF SUBMITTAL.** The original and five (5) copies of the Technical and Price Proposal shall be submitted to:

Sanford Airport Authority
Attn: Roberta Stanton
Procurement Agent
1200 Red Cleveland Boulevard
Sanford, FL 32773

Proposals will be received until 2:00 p.m. on November 12, 2021. Proposals delivered or received after that time and date will be marked as disqualified and will be set aside unopened until after the selection process is complete. Once the selection process has been completed these will be filed as rejected proposals because of a late submittal.

2.4 **MODIFICATIONS, RE-SUBMITTAL AND WITHDRAWAL.** Proposers may modify previously submitted Proposals at any time prior to the proposal due date. Requests to modify a submitted Proposal shall be in writing and shall be signed in the same manner as the Proposal. Upon receipt and acceptance of such a request, the entire Proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time.

3. **PROPOSAL FORMAT**

3.1 **TECHNICAL PROPOSALS.** The Proposer shall describe in detail how Proposer intends to provide the requested services in a timely, efficient and cost-effective manner. The Proposer shall describe and provide examples of management and work plans, financial and other reports, performance tracking tools, and related materials. The quality, professionalism, accuracy, and clarity of this material will be evaluated as part of the evaluation of the Technical Proposal. The Technical Proposal shall describe methods the Proposer currently uses to perform the types of taxicab concession services required in the Contract.

Proposals shall address each of the sections in the Contract requirements and describe how the Proposer intends to achieve the required performance levels. The required plans and submittals must be clear, concise and understandable. **No cost information or prices shall be included in the Technical Proposal. Inclusion of cost information or prices in the Technical Proposal may be cause for rejection of the submittal.** Proposals shall incorporate all necessary and required equipment, personnel, training, and support to provide the required Services.

3.1.1 The Technical Proposal shall include the following sections:

(a) Executive Summary. The Proposer shall include an Executive Summary, which must include the key points of the proposal, what services Proposer will provide, who in Proposer's company will provide such services, how the Proposer will provide the services, and how the services fit in with the needs and structure of the Authority. In the event that Proposer has any questions, comments, objections or concerns as to **Exhibit "A"** attached hereto,

which is the Sample Contract that will be substantially the same as the final Contract, Proposer shall include those questions, comments or concerns as part of the Executive Summary. If Proposer does not address said concerns with the Sample Contract in the Executive Summary, Proposer will have waived its opportunity to object to the Sample Contract.

(b) Firm Qualifications.

(i) General Introduction to Proposer's Firm. The Proposer's general experience and overall capabilities, including those beyond the scope of this project shall be included here.

(ii) Firm Experience. A Qualifications Statement shall be presented in narrative form, consistent with and including responses to the Proposer's Experience and Qualifications Questionnaire, attached hereto at page RFP-31, describing the experience of the firm(s) during the past five (5) years in performing similar taxicab concession services. The narrative should address the firm's ability to accommodate the Authority's current and future requirements. The narrative should also address past performance including quality of the work performed, significant successes and improvements accomplished. It should briefly describe the circumstances surrounding any work completed that had innovative or special areas of risk, and work with any special requirements or features.

The Proposer shall include in the narrative the name, address and contact information for client(s) for whom similar services have been provided, the period during which work was conducted and the current status, a description of the work performed by the firm and the Privilege Fees and Per Trip Fees, if any, anything unique about the contractual arrangement, and the name(s) and contact information of subcontractor(s) used, if any.

(iii) Project Organization and Staffing. This section shall provide a clear analysis of the personnel required to complete all phases of the project as defined in the Contract. In this section, the Proposer shall identify specific personnel to be committed to this project and the extent to which they will be committed.

The proposal shall name a Project Manager, who shall manage the overall administration and performance of all personnel assigned to the project. The Project Manager shall have experience in the management of this type of project and general technical knowledge of all elements of work performed by the Proposer's personnel working on the project. No substitution of Project Manager may be done after the date of submission of the Technical Proposal without the written consent of the Authority.

(iv) Project Equipment, Capabilities and Capacity. This section shall provide a clear analysis of the vehicles and equipment required to

provide all of the requested services outlined in the Contract. In this section, the Proposer shall identify specific vehicles (including without limitation make, model, year, age – not greater than 5 years, mileage, condition, handicap accommodation capability) and other equipment to be committed to this project, the capabilities and capacity of such equipment, and the availability or feasibility of upgrades, enhancements, or future revisions. It should be noted that except as, and to the extent, set forth in the RFP documents for this taxicab concession, the Airport does not dictate to its transportation providers any specific type, color, font or design of their logos, as long as they are appropriate for a first-class international airport setting. Any concern that a Proposer has with another provider's logo is a matter between the Proposer and the other provider.

(v) Presentation of Reference Materials and Related Documents. The Proposer shall include copies of applicable reference materials, project summaries, etc. The purpose of this information is to assist the Authority's Evaluation Committee in the evaluation of the Technical Proposal. This information shall be specific to the project and shall, to the greatest extent possible, not include information for unrelated experience or capabilities. The quality, professionalism, accuracy, ease-of-use and clarity of this information will be part of the evaluation of the Proposal. An index listing each item of reference material, etc., shall be included at the beginning of this section. This material will not be counted against the Proposal page limit.

(vi) Financial Qualifications. Proposer shall provide its most current reviewed or audited financial statement (not more than 14 months old) which shall include, but not necessarily be limited to, a Review Letter or an Opinion of a Certified Public Accountant on the statement(s), a Balance Sheet, an Income Statement, a Statement of Cash Flows, Notes to Financial Statement(s), and other financial information necessary for the Authority to determine financial adequacy of the Proposer(s). All financial information provided in the Proposer's Proposal and accompanying reviewed/audited financial statements shall be deemed confidential to the extent that the same is exempt from the Florida Public Records Act, Chapter 119, Florida Statutes. Failure to submit the required financial information with the Proposal may be cause for rejection of the Proposal as non-responsive. In addition, the successful Proposer will be required to submit reviewed or audited financial statements for each year of the Contract.

(c) Response to the Contract

(i) Understanding of the Contract. This section shall describe the Proposer's understanding of the project scope and how the Proposer will achieve the required performance levels for this Contract, including innovative approaches and flexibility to address the needs of the Authority. The Proposal shall address and acknowledge the requirements and functions

within each section of the Contract and show how the Contractor will achieve the required services at the current, expected, and anticipated volumes.

(ii) Operations Plan. The Proposer must provide an Operations Plan with the Proposal that addresses how the required services will be provided. At a minimum, the Operations Plan must address the standards, processes, training, vehicles, equipment and personnel to be utilized for each work item, and indicate how the Proposer will accomplish each. It is imperative that the Proposer show its understanding of the importance of each component in this section.

(iii) Contingency and Disaster Recovery Plan. The Proposer must include with the Proposal a Contingency Plan for ensuring continued provision of services if personnel or equipment become in short supply or unavailable (e.g. employee strike or supply chain interruptions). The plan shall list all redundant capabilities. The plan shall also address disaster recovery (e.g. ramping up services upon Airport's reopening after hurricane or other disaster).

(iv) Reports. The Proposal must contain sample reports with explanations for each of the required components, and an understanding of the reports, formats and manner of delivery required.

(d) Quality Assurance Program ("QAP") and Monitoring Plan. The Proposer must submit a Quality Assurance Plan. The Proposer shall define its QAP, namely the policies followed to assure a complete, accurate and quality level of service as it relates to the required services. The Proposer shall provide its procedures and techniques for quality assurance, as well as a detailed description of the QAP in place for existing clients. The Contractor shall maintain a QAP and submit updates that reflect any changes made and the results of the current program.

(e) Equal Opportunity / Minority / Women Business Enterprise Participation.

(i) Minority/Women Business Enterprise Participation. The Authority notifies all Proposers that it mandates small, minority and women owned businesses to have a full opportunity to submit Proposals in response to this invitation and Proposers will not be discriminated against on the basis of sex, race, color, national origin, religion, age, disability, marital status or any other legally protected status.

(ii) Equal Employment Opportunity. Proposer should demonstrate that Equal Employment Opportunity has been implemented within the firm by submitting its Policy Statement of Non-discrimination and Equal Employment Opportunity signed by the Chief Executive Officer

(CEO). Respondents should provide evidence of equal employment opportunity such as promoting minorities and women to management levels. The attached Employment Data Form must be completed and executed, and should show how well the Proposer is addressing this area. In addition, the Proposer is strongly encouraged to develop a Minority and Women Employment Plan for hiring minorities and women as employees on this project and a training plan to increase individual growth and eventual self-sufficiency of minority and women employees, so that they may achieve proficiency to compete on an equal basis for jobs in the taxicab or airport concessions industry.

(iii) Subcontracting Plan (if subcontractors are proposed to be used). The Authority encourages proposers to make efforts to encourage participation of local minority and women business enterprises on contracts considered for an award. The Contractor is encouraged to submit with its proposal a Minority and Women Business Enterprise Subcontracting Plan, if subcontractors are proposed to be used. Such plan will provide details on how the Contractor plans to accomplish the Authority's participating Objectives on this project. While the Authority does not mandate that proposers provide an M/WBE Subcontracting plan, this is one of many factors considered by the Evaluation Committee. If submitted, the M/WBE Subcontracting Plan shall include principal services to be subcontracted, and the M/WBE percentage and portion of the subcontracting dollars. Do not list anticipated actual dollar figures as your total Price Proposal could be calculated if you provide both percentages and actual dollar figures. Including both percentages and actual dollar figures may disqualify your proposal. A list of the names of the certified M/WBEs to be utilized on project must be submitted as part of the plan. The Subcontracting Opportunities Form included with the RFP is provided to assist the Proposer in this effort.

Proposers requiring assistance or information with regard to DBE/MBE/WBE certification and utilization should contact the named Authority Contact.

3.2 PRESENTING THE TECHNICAL PROPOSAL. All items in the Technical Proposal shall be bound, punched and inserted in a three-ring binder, or organized in another manner such that portions will not become detached or lost. To assist the Evaluation Committee in locating each portion of the Proposal, tab dividers at the beginning of each section shall be provided. The Proposer need not duplicate or quote in detail from attached reference materials or marketing information, provided that a summary is included in the technical section and a clear and easy means to locate references to the information is provided. The reference shall include the document name, page number(s) in the document, and paragraph numbers(s) or line number(s) where the referenced information is located. Proposals that simply state "See Technical Information" or "See Document XYZ" will not be acceptable and may be cause for rejection. Underlining, boxing, highlighting, etc., which will call attention to referenced information in a manner that will assist in locating it, is recommended.

Type size for the Technical Proposal shall not be less than typewriter elite or 10 point for computer generated proposals. The Proposal shall be limited to a maximum of twenty-five (25) pages, single-sided, exclusive of the following:

- Cover Letter
- Front and back cover and divider sections
- Required forms to be completed
- Reference Materials and Marketing Information
- Project List

Existing documents or brochures, such as those that delineate the Proposer's general capabilities and past experience, which do not comply with the prescribed format, do not have to be reformatted. They will be acceptable in their existing form.

3.3 ORAL PRESENTATIONS. The Evaluation Committee reserves the right to require oral presentations by the Proposers if oral presentations are determined to be in the Authority's interest. If required, Proposers will be notified, in writing, by the Authority of the date and time that the Proposer will be required to appear before the Evaluation Committee for oral presentations. Proposers who fail to make an oral presentation will be considered non-responsive and eliminated from further consideration. The standing of the individual Proposers scheduled to appear for presentations will not be disclosed.

The oral presentations shall include sufficient information to enable the Committee to evaluate the technical capability of the Proposer and key staff to provide the desired services. Discussions of past performance on other projects shall be related to the proposed Authority objectives and tasks. The Proposer shall discuss the overall operations and maintenance services it proposes to provide.

1. Presentation Content - The Proposer shall address at a minimum the following areas in its presentation:
 - a. Understanding the Work - Demonstrate an understanding of the Scope of Services and present a viable plan for accomplishment.
 - b. Project Manager - Experience on similar projects, commitment of time to the project, length of service with the Proposer firm, decision making authority, etc.
 - c. Team Strength - Capabilities and experience, manpower availability and capability, subcontractor/sub consultants.
2. Presentation Requirements - The following guidelines shall govern the oral presentations:
 - a. Time Limit: Forty-five (45) minutes for the presentation by the Proposer followed by up to thirty (30) minutes for questions by the Committee. Time limits will be strictly observed.

- b. The Proposer's Project Manager shall be the key presenter for the Proposer and shall provide an overview plan for the project.
- c. Participation by other proposed Key Personnel is recommended.
- d. Handouts, flip charts, graphic boards, slides, videos or other similar visual aids are acceptable, but shall be brief, specific and directly related to project objectives.
- e. Each Proposer shall provide its own easels, boards, etc., for use during the presentation.
- f. Wrap-up statements are allowed only if completed within the Proposer's 45-minute presentation time frame.
- g. Oral presentations may be video or audio recorded by the Authority.
- h. All additional information offered at the oral presentation will be considered a part of the oral presentation only and will not be considered additional information intended to augment the Proposer's written proposal.

3.4 **PRICE PROPOSAL.** Proposers shall propose a Privilege Fee and a Per Trip Fee to be paid to the Authority according to the terms of the Contract. Price Proposals shall clearly outline the proposed Privilege Fee and Per Trip Fee. Price Proposals may be verified by a certified public accountant, at the Authority's discretion. The **minimum** acceptable Privilege Fee for the first year is \$1,200.00 per month. The **minimum** acceptable Per Trip Fee is \$2.75. The Contractor shall provide the Authority with a Monthly Trip Report, stating the total number of taxicab trips made by the Contractor during the preceding month under the Contract, and the destinations of each fare. The Monthly Trip Report shall be certified as true and correct by the Contractor's Chief Financial Officer.

Any extension of the Contract shall be in the Authority's sole discretion. If the Authority exercises an extension option, the Per Trip Fee and the privilege fee for the applicable extension year will be renegotiated.

There shall be no rental fees due under the Contract. Unless otherwise stated or agreed, the Contractor shall pay Per Trip Fees and Privilege Fees only.

4. **PROPOSAL EVALUATION**

4.1 **EVALUATION PROCESS.** An Evaluation Committee will be established by the Authority to review and evaluate each Proposal. Each member of the Evaluation Committee will receive a copy of each Proposal and will base his/her evaluation of each Proposal on the same criteria in order to assure that value is uniformly established. The Evaluation Committee will evaluate each Proposal on its own merit, without comparison to other Proposals submitted.

4.2 **EVALUATION CRITERIA.** The Technical Proposal shall demonstrate the Proposer's understanding of the scope of work, concepts and the management approach for

meeting requirements. The Technical Proposal shall be sufficiently detailed to enable the Committee to ascertain that the Proposer understands the requirements and is able to furnish services of the scope and complexity specified. Responses that are limited to a statement of “will comply” or a similar statement, which does not describe how each requirement will be met, will receive no technical credit. Technical responses, which are merely a copy of the stated requirements, are not acceptable and will receive no technical credit. Discussion of the Proposer’s past experience that is not germane to the specified services for this project shall not be included.

4.3 SCORING OF PROPOSALS. The evaluation of the Technical and Price Proposals will be evaluated independently of each other, taking into consideration the following factors, with each technical factor being evaluated on a PASS / FAIL basis and the entire Technical Proposal being given an overall PASS/FAIL score, and the price factors being evaluated on a numerical basis based on the proposed Privilege Fee and Per Trip Fee: The Authority will consider all proposed Privilege Fees and Per Trip Fees that meet or exceed the minimums stated in the RFP

4.3.1 Technical Evaluation Categories and Proposal Scoring:

(a) Proposer Qualifications. The Evaluation Committee will review and rate the qualifications and experience of the Proposer’s staff, organization, and financial data in its relative importance to the Contract as presented in the Proposal.

(b) Response to Contract / General Conditions. The Evaluation Committee will review and rate the Proposer’s understanding of the scope and the thoroughness of the response to each section.

(c) Quality Assurance Program. The Committee will evaluate the proposed QAP program and the quality of the Proposer’s current QAP programs.

(d) Equal Opportunity (EO) and Minority/Women Business Enterprise (M/WBE) Participation. Project bidding is open to all interested business enterprises, including M/WBE’s, who timely submit a proposal. In accordance with current law on recruiting M/WBE’s for government contract work, the RFP encourages, but does not require, proposer’s to submit an M/WBE Plan for involvement of minorities and women. This section will be evaluated based on these areas:

(i) The Proposer’s presentation of their Equal Opportunity Plan, if any, Non-discrimination Statement and the Employment Data Worksheet.

(ii) The M/WBE Subcontracting Plan, if any.

4.3.2 PRICE EVALUATIONS. The Authority will determine which offeror has submitted the highest Price Proposal based on offeror’s Total Evaluated Prices. Price Proposals will be evaluated for Total Evaluated Price as follows:

| Line Item | Unit Price | No. of Months | Trips Per Month | Line Item Price |
|------------------------------|------------|---------------|------------------|-----------------|
| Year 1 Privilege Fee | | 12 | NA | |
| Per Trip Fee | | 12 | 505 ¹ | |
| Total Evaluated Price | | | | |

The sum of an offeror's Line Item Prices shall be its Total Evaluated Price. To determine an offeror's Line Item Prices for the Privilege Fees, the offered Privilege Fee will be multiplied by 12. To determine the offeror's Line Item Price for the Per Trip Fee, offered Per Trip Fee shall be multiplied by 12, then the resulting amount shall be multiplied by 505. 505 trips per month is an estimated number of trips per month the Authority is using to determine which offeror is submitting the highest Total Evaluated Price.

If two or more technically acceptable offerors submit equal high Total Evaluated Prices, award shall be made by a drawing by lot limited to those offerors. If time permits, the offerors involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

5. **AWARD OF THE CONTRACT.** The Authority intends to award the Contract to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous to the Authority, taking into consideration the Technical Proposal, Price Proposal and the other criteria stated herein.

The Authority anticipates giving notice of the award to the apparent successful Proposer within thirty (30) calendar days after the date Proposals are due. However, the Authority reserves ninety (90) calendar days after such date, during which time notice of the award may be given or all Proposals may be rejected.

5.1 **CONTRACT EXECUTION.** Within thirty (30) days after expiration of the Protest period described in Section 5 below, the Authority and the apparent successful Proposer will finalize the Contract, the time, effort, and other thresholds necessary to accomplish the work, and agree on the final Contract amount. Upon completion of these activities, the Authority and the apparent successful Proposer will enter into a Contract establishing the obligations of both parties. It is anticipated that the final Contract will substantially be in the form of the Sample Contract attached as **Exhibit "A"**. The selected firm shall execute the Contract within the thirty (30) day time frame, and return it to the Authority, along with the performance bond and proof of all insurance required by the Contract. These are prerequisites to the Authority's execution of the Contract, and failure to meet them within the required time frame may be cause for awarding the Contract to the next most responsible and responsive Proposer. The Authority reserves the right to cancel the award without liability at any time prior to the Contract's execution by both parties.

¹ The amount is an estimate of the number of monthly trips based upon 75% of 2019 calendar year trips.

If the Authority and the apparent successful Proposer are unable to finalize negotiations within the thirty (30) day period, after it is submitted by the Authority for execution, the Authority may enter into negotiations with any of the remaining Proposers (or reject all Proposals and may re-advertise the project, at its option). The Exhibits attached to the RFP put Proposers on notice of the terms on which the Authority expects to contract. Any selected Proposer should be prepared to provide services on the terms thereof, without significant modification. However, the Authority recognizes that private entities establish their own individual business models. The Authority may, but is not obligated to, entertain minor adjustments to the Contract in post-award negotiations, to accommodate aspects of the business of the Proposer to whom the Contract is awarded, if and only if such adjustments do not significantly alter the scope of duties, or balance of liabilities, contemplated by the RFP Exhibits, nor result in prejudice or inequity to other Proposers.

5.2 CONTRACT INSURANCE REQUIREMENTS. The Contractor will be required to provide the following insurance as required by the Sample Contract attached as **Exhibit “A”**.

5.2.1 General Liability Insurance – Minimum Coverage \$1,000,000.00 per occurrence.

5.2.2 Comprehensive Automobile Insurance – Minimum Coverage \$500,000.00 per accident.

5.2.3 Workers Compensation Insurance – Minimum statutory requirements.

5.2.4 Professional Liability Insurance, if available for the taxicab industry – Minimum Coverage \$500,000.00 per occurrence.

Note: A joint venture may propose one or more insurance structure alternatives that meet the overall insurance coverage requirements of the RFP, for the Authority’s consideration.

6. PROTEST PROCEDURE. Any person who believes he or she is adversely affected by: (i) the requirements or Contract contained in this RFP, (ii) a notice of an intended decision, or (iii) a notice of decision or decisions by the Authority, and who wants to protest the requirements, Contract, intended decision or decisions, must file a Notice of Protest within 72 hours after the award. The Notice of Protest shall be followed by a Written Protest, along with all supporting facts, legal authority, documentation, and a \$1,000.00 protest bond (See attached **Exhibit “B” - Bid Protest Bond** form), to the Procurement Agent within 10 days after the Notice of Protest. Failure by the Proposer to timely file either of these documents shall constitute a waiver of any protest and protest proceedings. The Written Protest shall specify the exact nature of any claimed error, omission, mistake, or incorrect evaluation or scoring of a proposal. If the protest is based, either in whole or in part upon an omission, error, mistake or incorrect evaluation or scoring of a proposal submitted by another Proposer, the protestor shall deliver a copy of the Written Protest to such other Proposer within 24 hours of filing the Written Protest with the Authority.

The timely filing of a Notice of Protest and Written Protest shall halt the competitive award process until the protest is administratively resolved. However, if the Authority (or its President) determines continuation of the competitive award process is necessary without delay in order to

avoid immediate and serious damage to the public health, safety or welfare, the competitive award process shall proceed without delay. In such event the Authority, or its President, shall set forth in writing the particular facts and circumstances which require the continuance of the award process without delay. Any contract executed pursuant to a decision that the continuance of the award process is necessary without delay shall be an interim contract, subject to the final resolution of any protest arising in connection therewith, and limited in duration to the period of time measured from execution to the final resolution of any protest.

Within 30 days after receipt after the Written Protest, unless earlier resolved by mutual agreement, the President shall appoint a neutral hearing officer who shall conduct an impartial hearing within 10 days of his or her appointment. The parties to the hearing may, but shall not be required, to be represented by counsel. Both sides may present oral, physical, and/or documentary evidence relevant to all issues properly raised in the Written Protest. Issues and facts not raised in the Written Protest will not be heard. The hearing officer shall regulate the course of proceedings to assure orderliness and a fair opportunity for each side to present its case. The formal rules of evidence shall not apply, and hearsay shall be admissible but shall not serve as the primary basis of the hearing officer's recommended order. The hearing officer shall base his/her recommended order on such evidence adduced in the course of the proceeding as would be relied upon by reasonable, prudent persons in the conduct of their affairs. Within 10 days after the hearing is concluded the hearing officer shall submit a recommended order to the Authority Board for consideration at its next regularly scheduled meeting, or at a special meeting called for the purpose of considering such recommended order. At such meeting, both the protestor and the Executive President (or his designee) shall be afforded an opportunity to comment upon the hearing officer's recommendation and each party may request the Authority Board adopt alternative or modified findings. The action of the Authority Board with respect to the hearing officer's recommended order shall constitute final agency action for all intents and purposes.

A protest bond in the amount of \$1,000.00 is required to protest in connection with this RFP, in substantially the form attached hereto as **Exhibit "B."** The bond shall be conditioned upon the payment of all costs adjudged against the protestor in the administrative proceedings before the Authority or any arbitration or court proceeding. A separate bond must be posted by each protesting entity. If the Authority prevails, after completion of the protest (and any arbitration or court proceedings associated therewith), it shall recover all costs and charges included in the final decision or judgment, including Costs and Attorneys' Fees. Upon payment of such costs and charges by the protestor, its bond shall be returned. If the protesting party prevails, it shall be entitled to recover from the Authority all costs and charges included in the final decision or judgment. The entire amount of the bond shall be forfeited if it is determined by the hearing officer (or a court of competent jurisdiction) that the protest was filed for a frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or causing needless cost for the Authority or other parties. All protest bonds must be made payable to the Sanford Airport Authority, must be signed and sealed by the protesting party and surety, and countersigned by the Florida resident agent of the surety. Such bonds must bind the protesting party and surety, their heirs, legal representatives, successors and assigns, jointly and severally, and be conditioned upon the satisfaction of any cost and charges included in a final decision or judgment, including appellate court proceedings, in the event the Authority prevails. In lieu of a bond, the protestor may submit a cashier's check, a postal money order, or a bank money order of any state or national bank made payable to the Authority, which monies will be held in trust by

the Authority. The Authority shall be the prevailing party if the protesting party withdraws the protest at any time before entry of the final decision or judgment.

7. **PUBLIC ENTITY CRIME INFORMATION STATEMENT.** Without limitation, the following provision of Section 287.133 (2)(a), Florida Statutes, are applicable to this project and by submitting a response, the Proposer acknowledges compliance with the following:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.” § 287.133(2)(a), Fla. Stat.

8. **EMPLOYMENT DATA ON CURRENT WORKFORCE.** The Contractor shall provide information on the company’s current workforce on the Employment Data Form. If the Contractor has Seminole County workforce, its make-up shall be provided on the Employment Data Form. If the Contractor does not have Seminole County workforce, the company’s total permanent workforce should be provided. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

9. **CONFLICT/NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT.** The Proposer shall complete and submit with the Technical Proposal the Conflict/Non-Conflict of Interest Statement and Litigation Statement form included at the end of this section. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

10. **DRUG-FREE WORKPLACE POLICY.** The Proposer shall have a Drug-Free Workplace Policy. A copy of the Drug-Free Workplace Form included at the end of this section shall be completed and submitted with the Technical Proposal. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

11. **SUBCONTRACTING OPPORTUNITIES PRODUCTS/SERVICES.** The Proposer may complete and submit with the Technical Proposal the Subcontracting Opportunities Products/Services form included at the end of this section. This form is provided to assist the Proposer, and may be used as part of the Subcontracting Plan.

12. **EXHIBITS.** Attached exhibits are listed below:

12.1 **Exhibit “A”** - Sample Standard Contract

12.2 **Exhibit “B”** - Sample Protest Bond (form)

13. **REFERENCE MATERIAL.** All reference material is available at the Authority or included in this document. The reference documents are listed below:

13.1 Sanford Airport Authority Rules and Regulations

14. **FORMS**

14.1 Proposal Form

14.2 Proposal Affidavit

14.3 Proposer's Experience and Qualifications Questionnaire

14.4 Proposer's Financial Information

14.5 Proposal Schedule

14.6 Acknowledgement of Addendum

14.7 Employment Data on Current Work Force

14.8 Conflict/Non-Conflict of Interest

14.9 Drug Free Workplace

14.10 Subcontracting Opportunities

GENERAL CONDITIONS

I. GENERAL DESCRIPTION. The Authority intends to grant no more than one (1) qualified and responsible Proposer, the exclusive right and privilege to operate a taxicab concession at the Airport for a period of up to one (1) year, plus any contractually permitted extensions in the Authority's sole discretion, generally upon the conditions contained in the sample Contract attached hereto, to which reference is made. The Authority's passenger terminal complex includes landside and airside buildings, a terminal driveway system, and reconfigured airport driveways and public parking lots.

A. The Contract, if awarded, shall be awarded by the Authority in response to the Proposal offered by a responsible and qualified Proposer which, in the Authority's sole opinion, best meets the goals and requirements stated elsewhere in this Request for Proposals and the Sample Contract. Responsibility and qualification of Proposer shall be determined by the Authority in its sole judgment from the information furnished by the Proposer, as well as from any other sources determined appropriate by Authority. An award will not be made until after such investigations as are deemed appropriate by Authority are made regarding the experience, financial responsibility, and other qualifications of the Proposer.

B. The Authority shall not be obligated to respond to any Proposal submitted, nor shall the Authority be legally bound in any manner whatsoever by the submittal of a Proposal by any Proposer.

C. Any Contract arising out of any Proposal submitted hereunder, and any negotiations that follow, shall not be binding against the Authority, its officers, employees, or agents unless executed by the Authority and the Contractor in accordance with applicable laws.

D. Statistical information, if any, contained in this Request for Proposals are for information purposes only. The Authority is not responsible for any inaccuracies or interpretations of such data.

E. Attorneys-in-fact who sign surety bonds or performance bonds must file with such bonds a certified copy of their properly executed power of attorney to sign such bonds. All bonds must be counter-signed by a resident Florida agent of the surety, with proof of agency attached.

The Authority's primary objectives for this concession are the provision of good customer service and maintenance of a positive community image.

II. OPERATING PLAN AND STANDARD OPERATING PROCEDURES

A. Operating Plan. Proposers shall describe the manner and method proposed to operate its taxicab concession. Be detailed and specific; describe exactly how Proposer plans to meet the needs of passengers at the Airport; how trips will be assigned to drivers; what information will be required of the customer and how it will be recorded and processed; what additional services will be offered. In short, describe the proposed operation in sufficient detail that the Authority may have a full understanding of the methods and procedures the Proposer proposes to employ in managing a taxicab concession. Proposers shall submit this information on separate

pages including diagrams and photographs if necessary, desirable or appropriate to illustrate matters referred to or described therein.

B. Standard Operating Procedures. Proposers shall include the following information with its Proposal:

1. The manner by which it will assign trips to and regulate and document the trips at the Airport;
2. The standards of behavior for drivers while on Airport property and while engaged in the transportation of Airport passengers;
3. Procedures for mediation or resolution of disputes among drivers, including disputes or operator's drivers with drivers of another operator;
4. Measures and procedures to monitor drivers' compliance with the regulations and requirements of the agreement;
5. Measures and procedures to ensure adequate levels of service from the Airport to all points of the airport service area for all arriving passengers, including passengers arriving on delayed flights and at off-peak hours;
6. The knowledge and service standards for drivers, including without limitation familiarity with surrounding areas, maintenance of taxicab traffic, maintenance of passenger lines, methods of passenger payment, training of drivers, ability to read, write, and speak clear English (Spanish also encouraged); and
7. The quality standards for vehicles, including designs and logos, fleet age, mileage and safety standards.

III. PROPOSER QUALIFICATIONS

A. In order to be considered qualified to operate a taxicab concession hereunder, each Proposer must, at a minimum, meet the following criteria:

1. Must be registered to do business in Florida and have experience as a taxicab company with a fleet of late model cars, as described in Article 5 of the Sample Contract, attached hereto as Exhibit "A", in the area sufficient to meet the requirements of the concession agreement.
2. Must provide satisfactory evidence that it can meet or exceed every minimum service standard stipulated in the sample concession agreement.
3. Possess an active business license in good standing from the City of Sanford, State of Florida.

B. It is mandatory that the individual, partnership, joint venture or corporation submitting a Proposal, either as presently constituted or existing as a result of a business

reorganization, have the above minimum qualifications no later than the commencement date of the concession agreement. In the case of a Proposal submitted by a partnership or joint venture, at least one of the general partners thereof or one of the constituent members of such joint venture must possess said minimum qualifications. Details of any joint venture should be included in the Proposal.

C. If the Proposer is a joint venture or a partnership, the qualifications questionnaire and financial information must be submitted separately for each participant in the joint venture or general partner in the partnership, except that the submission of financial information may be limited to the assets of the joint venture or partnership, if so indicated, in the discretion of the Proposer.

IV. BASIS FOR MAKING FINANCIAL PROPOSAL FOR CONCESSION. The contractor shall pay the Authority a Concession Fee, which is a combination of the business Privilege Fee and a Per Trip Fee.

A. The business Privilege Fee, for the use of Authority provided roads, terminal curb areas, other airport facilities, and for the business opportunity afforded by the Airport, consists of:

A monthly fee proposed by the Proposer for each year of the concession agreement, which monthly minimum fee shall not be less than:

| | |
|------------|------------|
| First year | \$1,200.00 |
|------------|------------|

B. Concessionaire shall also pay a per trip fee of at least \$2.75 for each passenger pick-up.

V. GENERAL INFORMATION. Annual taxicab pick-ups at the Airport totals previously have been:

| | |
|------|---------------------------|
| 2019 | 8,080 |
| 2020 | 3,671 |
| 2021 | 6,228 (as of August 2021) |

VI. EVALUATION FACTORS. The Authority will use the following factors in evaluating the Proposals:

A. Demonstrated experience and reputation of Proposer in providing or managing taxi, limousine, bus or other ground transportation services;

B. Demonstrated reputation of Proposer in providing such services in an airport environment in a courteous and timely manner and with first-class customer service;

C. The fare philosophy, routes and schedules shown in Proposer's operating plan and standard operating procedures;

- D. The level of customer service that Proposer intends to provide to the traveling public using the Airport and methods for assuring the implementation of its programs as described in the Proposer's operating plan and standard operating procedures;
- E. The qualifications of Proposer's management team;
- F. The financial condition of Proposer;
- G. Satisfactory completion of the Proposal documents;
- H. The monthly business Privilege Fee proposed by the Proposer; and
- I. Such other criteria and qualifications as Authority in its sole judgment shall deem appropriate.

VII. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION. The following Proposal conditions apply to the concession to be awarded. Submission of a Proposal by a Proposer shall constitute full acceptance of these conditions:

A. Definition. Disadvantaged Business Enterprise ("DBE") as used in this Proposal document and the concession agreement shall have the same meaning as 49 CFR Part 23.

B. Policy. It is the policy of the Department of Transportation and Authority that DBEs shall have the maximum opportunity to participate in concessions at airports where programs and/or improvements are, or have been, financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this concession. Proposers are advised that a prior federally assisted project required Authority to submit, and FAA to approve, a DBE program.

C. DBE Obligation. Concessionaire agrees to ensure that DBEs have the maximum opportunity to participate in the performance of the concession agreement or in any contracts or subcontracts resulting there from. The Authority has set a goal of 16.09% for this concession. In this regard, concessionaire shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts, including without limitation, supply, goods and/or service contracts. Concessionaire shall not discriminate on the basis of race, color, national origin or sex in the award and performance of such contracts.

D. Compliance. All Proposers are hereby notified that failure to include a plan for DBE participation, in accordance with this Section VII, may be grounds for declaring such Proposer's Proposal incomplete and may be grounds for disqualification from eligibility for award of the concession. Likewise, concessionaire's failure to carry out its DBE obligations set forth in the Contract documents, once an award is made and the concession Contract executed, shall constitute a breach of contract which may result in termination of the Contract, or such other remedy as deemed appropriate by the Authority.

E. Subcontract Requirements. All Proposers hereby agree that they shall include the provisions of this Section VII, and any additional required terms of the Contract, in all concession agreement subcontracts so as to require compliance by subcontractors therewith.

PROPOSAL FORM

**GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT**

The undersigned, having fully examined all of the Proposal documents for the award of a taxicab concession described therein and having become familiar with the specifications, requirements and procedures therefore, hereby proposed and offers to perform all obligations associated therewith and agrees to pay to the Authority concession fee as set forth below.

1. Concession Fees. Proposer agrees to pay Concession Fees which is the combined aggregate sum of the Privilege Fee (which shall be subject to annual reconciliation, as outlined in Section 3.1.3 of the Sample Contract, attached hereto as **Exhibit "A"**) and minimum Per Trip Fee. Concession Fees will be renegotiated for any Contract extension years, and shall be determined by adding the sum of: (i) the Per Trip Fee of an amount not less than \$2.75; and (ii) the Privilege Fee, which Fee shall be adjusted annually in accordance with Section 3.1.3 of Article 3 of the Sample Contract, attached hereto as **Exhibit "A."**, and shall never be less than \$1,200.00 per month).

Privilege Fee. The Privilege Fee for the use of Authority provided driveways, terminal curb areas, other Airport facilities, and for the business opportunity afforded by the Airport shall be a monthly fee of:

First Year \$ _____ per month (min. acceptable \$1,200.00)

Proposer must stipulate, in the blanks above, the monthly Privilege Fee the Proposer offers the Authority for each year of the Contract. No alternate Concession Fee or conditioning of a Per Trip Fee or monthly Privilege Fee will be considered by the Authority.

Per Trip Fee. The Per Trip Fee is the second part of the Concession Fees and is established at a minimum of \$2.75 per trip paid by the Contractor monthly. Proposer must stipulate in the blank below, the Per Trip Fee the Proposer offers to the Authority.

Proposed Per Trip Fee: \$ _____ (minimum acceptable \$2.75).

Note: shuttle fees for shuttle services at the Airport are not established by the Authority. The marketplace, through normal competition, has been the determinant of operator fees. Shuttles traditionally operate on a fixed per passenger rate, to basic or limited destinations. Fees do not change based on the number of passengers (i.e. generally no sliding scale). Business partners may be provided discounts in comparison to walk-up passengers.

2. Operating Plan and Standard Operating Procedures. Attached hereto are Proposer's operating plan and standard operating procedures (see Section III above of these General Conditions).

3. Questionnaire and Financial Statement. Attached hereto is the completed Proposer's experience and qualifications questionnaire, as required by the Authority, stating the Proposer's experience in the operation of a taxicab company, a financial statement, prepared in accordance

with generally accepted accounting principles, and other evidence of ability to conduct the concession satisfactorily, that Proposer certifies fully meets or exceeds all standards and criteria established by the Authority, as set forth in the Proposal documents, for the operation of the concession.

4. Proposal Documents. The undersigned hereby acknowledges receipt of copies of the Proposal documents for the herein described concession, and acknowledges that the same have been reviewed prior to the execution of this Proposal; that the taxicab facilities at the Airport have been inspected, to the extent possible, by the undersigned, who has become thoroughly familiar therewith. The undersigned further acknowledges the right of the Authority to reject any and all Proposals submitted.

5. Addenda. The undersigned acknowledges receipt of addenda as listed below and represents that any additions or modification to, or deletions from, the conditions, provisions, or services called for in these addenda, are included in this Proposal.

| <u>Addendum No.</u> | <u>Date</u> |
|---------------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(Note: If no addenda have been received, write in "None")

6. Legal Status of Proposer.

6.1 Name of Proposer: _____

6.2 Corporation

6.2.1 When incorporated? _____

6.2.2 Where incorporated (state)

6.2.3 Is the corporation authorized to do business in Sanford, Florida?

Yes (____) No (____)

6.2.4 Furnish the following information on the principal officers of the corporation.

| NAME | TITLE | ADDRESS |
|-------|-------|---------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

6.3 Partnerships

6.3.1 Date of Organization _____

6.3.2 General Partnership (____) Limited Partnership (____)

6.3.3 Has the partnership done business in Florida?

6.3.4 Name and address of each general partner:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|------|-------|---------|

6.4 Joint Venture

6.4.1 Date of Organization _____

6.4.2 Has the partnership done business in Florida?

Yes (____) No (____)

6.4.3 Name and address of each Joint Venturer:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|------|-------|---------|

6.5 Limited Liability Company

6.5.1 Date of Organization _____

6.5.2 Has the partnership done business in Florida?

Yes (____) No (____)

6.5.3 Name and address of each Joint Venturer:

6.6 Sole Proprietorship

6.6.1 Proprietor's Name in Full: _____

6.6.2 Address: _____

6.6.3 Company Name: _____

6.6.4 Company Address: _____

6.6.5 How long in business under this company name? _____

7. Affidavit. Attached hereto is the executed and notarized Proposer's affidavit as required in the instructions to Proposers.

The undersigned also specifically acknowledges the fact that the Authority's primary responsibility in awarding this concession is to provide service – prompt, first class, efficient and courteous service – to patrons arriving at and departing from the Airport each day, and the undersigned pledges its determination to render that service.

THIS _____ DAY OF _____, 2021.

SIGNATURE OF AUTHORIZED AGENT: _____

TITLE: _____

TYPED OR PRINTED NAME OF AUTHORIZED AGENT: _____

BUSINESS ADDRESS OF PROPOSER: _____

Note: All sections of this Proposal Form must be fully completed and filled in at the time this Proposal is submitted. Where the requested information is not applicable, the Proposer must so indicate. Failure to do so may result in disqualification of the Proposal.

GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT

PROPOSER'S AFFIDAVIT

State of _____)

County of _____)

Affiant, _____, being first duly sworn, deposes and says:

The Proposer does hereby state that neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired or agreed, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount, terms or conditions of this Proposal and has not paid or agreed to pay directly or indirectly any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for attempting to fix the prices in the attached Proposal or the Proposal of any other Proposer, and further states that no such money or other reward will be hereafter paid.

The Proposer further states that no person or selling agency has been employed or retained to solicit or secure the agreement for a fee, commission, percentage, brokerage or contingent fee, except bona fide employees of the Proposer or a bona find commercial or selling agency maintained by the Proposer for the purpose of securing business prices.

The Proposer further states that no officer, or stockholder of the Proposer is a member of Authority or its staff, neither related to any member of the Authority or its staff except as noted herein: _____.

The Proposer further states that no member or delegate to Congress, or state or local public official shall be admitted to any share or part of the Agreement, or to any benefit that may arise there from; provided, however, this provision shall not be construed to extend to the agreement if made with a corporation for its general benefit:

Signature of Affiant: _____ Title: _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2021, by _____ of _____ a _____, on behalf of the _____.

Signature of Notary Public: _____

Commission expires: _____

GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT

PROPOSER'S EXPERIENCE AND QUALIFICATIONS QUESTIONNAIRE

The Proposer hereby certifies the truth and correctness of all statements and of all answers to questions herein. Omissions, inaccuracy or misstatements may be cause for rejection or a submitted Proposal. All information requested in this Questionnaire must be completed, accurately and in the form requested. If more space is necessary for answering any of the questions in this questionnaire, use the reverse side of the form or attach additional pages as required.

1. Name and address of Proposer exactly as it should appear on the Concession Agreement:

2. Address of Proposer, if different from above, for purpose of notice or other communication relating to the Proposal and Concession Agreement. (If Proposer is other than an individual, provide the name of an individual who can answer for Proposer):

Telephone Number: _____
Fax Number: _____
E-Mail Address: _____

3. Number of years Proposer has been in business: _____

4. What is the nature of your experience in providing taxicab services hereunder.

5. Give name, location, dates, terms and subject matter of agreements, if any, that have been terminated within the last five years either voluntarily or involuntarily, prior to performance or prior completion of the expiration of its term. Also list any pending lawsuits or judgments relating to sale of services within the past five years.

6. Please give at least three references of companies to which you have provided similar services.

NAME OF COMPANY

CONTACT PERSON TELEPHONE NUMBER

7. Other information Proposer may wish to furnish:

The undersigned hereby attest to the truth and accuracy of all statements, answers and representations made in this Questionnaire, including all supplementary statements attached hereto (individual, partner(s), joint venturer, or authorized officer of corporation).

Title: _____
Date: _____

**GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT**

FINANCIAL INFORMATION

1. **FINANCIAL STATEMENTS:**

Submit a Balance Sheet and an Income Statement prepared in accordance with generally accepted accounting principles, reflecting your current financial condition. In addition, submit a copy of your last annual report prepared by an independent accountant who is not a regular employee of the Proposer. (Please attach)

2. **SURETY INFORMATION**

Have you ever had a bond or surety cancelled or forfeited? Yes () No ()

If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

3. **BANKRUPTCY INFORMATION:**

Have you ever been declared bankrupt? Yes () No ()

If yes, state date, court jurisdiction, amount of liabilities and amount of assets.

The undersigned hereby attest to the truth and accuracy of all statements, answers and representations made in this Questionnaire, including all supplementary statements attached hereto (individual, partner, joint venturer, authorized officer of corporation).

Title_____

Title_____

Title_____

Title_____

[SEAL]

Dated _____, 2021

**GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT**

FORM – A. PROPOSAL SCHEDULE

| | |
|--|--|
| Board Meeting Advertisement Date: | 09/19/2021 |
| Notice to Contractors: | 10/08/2021 |
| Mandatory Proposal Meeting: | 10/21/2021 at 9:30 a.m. |
| Question Period: | 10/21/2021 through 11/05/2021 at 5:00 p.m. |
| Proposal Due Date: | 11/12/2021 at 2:00 p.m. |
| Evaluation Period: | 11/15/2021 through 11/19/2021 |
| Begin Contract Negotiations: | 11/19/2021 |
| Presentation of Evaluation Committee Selection to the Authority Board and Contract: | 12/07/2021 Board Meeting |
| Notice to Proceed: | 01/01/2022 |

Note: Dates are subject to change at the discretion of the Authority.

**GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT**

FORM - B. ACKNOWLEDGEMENT OF ADDENDUM

**ACKNOWLEDGMENT OF ADDENDUM
TAXICAB RFP
CONTRACT No.: _____**

I (we) hereby acknowledge receipt of the following Addenda issued during the proposal period for the project:

| | | |
|--------------------|-------------|--|
| Addendum No. _____ | Dated _____ | Proposer and/or Representative Initial _____ |
| Addendum No. _____ | Dated _____ | Proposer and/or Representative Initial _____ |
| Addendum No. _____ | Dated _____ | Proposer and/or Representative Initial _____ |
| Addendum No. _____ | Dated _____ | Proposer and/or Representative Initial _____ |
| Addendum No. _____ | Dated _____ | Proposer and/or Representative Initial _____ |

(Note: Failure by the Proposer to submit this form with the Technical Proposal may be cause for rejection of the proposal as non-responsive.)

**GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT ORLANDO SANFORD INTERNATIONAL AIRPORT**

FORM – C. EMPLOYMENT DATA SHEET

Firm: _____

EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)

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

| JOB CATEGORIES | MAJORITY | | MINORITY MALES | | | | MINORITY FEMALES | | | | TOTAL |
|--|------------|--------------|----------------|----------|-----------------|----------------|------------------|----------|-----------------|----------------|-------|
| | White Male | White Female | Black | Hispanic | American Indian | Asian American | Black | Hispanic | American Indian | Asian American | |
| Officials, Mgrs, Supervisors (includes Starters) | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | |
| Office and Clerical | | | | | | | | | | | |
| Craftsman (Skilled) | | | | | | | | | | | |
| Operatives (Semi-Skilled) (includes drivers) | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | |
| Interns/Co-Ops | | | | | | | | | | | |
| Wages-Work Employees | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | |
| Changes Since Last Report | | | | | | | | | | | |

The above reflects (Check One): _____ Seminole County Workforce _____ Total Permanent Workforce

Period of Report _____ No. of Years in Business in Seminole County _____

Form Completed by: _____

Name/Title (Printed or Typed)

Signature

**GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT**

FORM – D. CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION SETTLEMENT

LITIGATION

IN FLORIDA ONLY, JUDGMENTS AGAINST THE PROPOSER, AND SUITS AGAINST THE PROPOSER. INCLUDE ACTIONS AGAINST THE PROPOSER BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION AND/OR ANY OTHER STATE OR FEDERAL REGULATORY AGENCY.

CHECK ONE

The undersigned Proposer has had no litigation on any projects in the last five (5) years.

OR

The undersigned Proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

INDIVIDUAL / COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your Proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your Proposal.

**GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT**

FORM – E. DRUG-FREE WORKPLACE FORM

In accordance with section 287.087, the undersigned hereby certifies that [name of business] _____ does:

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under the Proposer's Proposal, the employees will abide by the terms of a statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the Person authorized to sign this statement, I certify that this Proposer complies with the above.

Authorized signatory: _____

Print name: _____

Title: _____

Date: _____

GROUND TRANSPORTATION - TAXICAB CONCESSION 2022
AT
ORLANDO SANFORD INTERNATIONAL AIRPORT

FORM – F. SUBCONTRACTING OPPORTUNITIES; PRODUCTS/SERVICES

Upon initial start-up and mobilization of many projects, there are several small, but profit-making jobs that can be accomplished by local small, minority, and women owned businesses, without a major capital outlay. These jobs often may be accomplished using the Purchase Orders with a focus on expanding the pool of **Service Providers and Suppliers**. Therefore, one Sanford Airport Authority objective is to expand opportunities to the local community by providing opportunities to minority and women Service Providers and Suppliers on this Contract. To accomplish this objective, this form is provided to assist the Proposer in listing the principle products (goods) and services that are anticipated to be sub-contracted under this Contract, identifying the type of business concern you plan to utilize. This form can be used in conjunction with the development of the Proposer's Subcontracting Plan. Examples of the types of products and services may include, but not limited to those products and services listed on the Chart of Sample Products and Services depicted on the following page.

Chart of Sample Products and Services

| Product /Service | <u>Type of Business Concern</u> | | |
|---------------------------------------|--|-----------------|--------------|
| | Small | Minority | Women |
| Drinking Water Services | | | |
| Janitorial Services | | | |
| Janitorial Supply Service | | | |
| Furniture | | | |
| Office Supplies | | | |
| Vehicle Maintenance | | | |
| Printing Services | | | |
| Small Package/Mail Delivery Services | | | |
| General Office Supplies | | | |
| Computer Equipment | | | |
| Intercom Phone Service | | | |
| Temporary Help Services | | | |
| Small Equipment | | | |
| Uniform Service | | | |
| Insurance Service | | | |
| Moving Company | | | |
| Banks | | | |
| Travel Agencies | | | |
| Florist | | | |
| Job Site Catering | | | |
| Safety/Medical Equipment Supplies | | | |
| Rodent/Pest Control | | | |
| Real Estate Services | | | |
| Local Gas Station Service | | | |
| Vending Machine Coffee Supply Service | | | |

EXHIBIT A
SAMPLE CONTRACT

AGREEMENT FOR OPERATIONS OF TAXICAB SERVICES
ORLANDO SANFORD INTERNATIONAL AIRPORT

PROJECT: GROUND TRANSPORTATION – TAXICAB CONCESSION 2022

SANFORD AIRPORT AUTHORITY

AND

_____ (“CONTRACTOR”)

DATE: _____, 2021

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AGREEMENT FOR OPERATIONS OF TAXICAB SERVICES

ORLANDO SANFORD INTERNATIONAL AIRPORT

THIS AGREEMENT FOR OPERATION OF TAXICAB SERVICES (hereinafter referred to as this “Agreement”) is made and entered into this _____ day of _____, 2021, by and between the **SANFORD AIRPORT AUTHORITY**, a legislatively created dependent special district of the City of Sanford, with its office and principal place of business at 1200 Red Cleveland Boulevard, Sanford, Florida 32773 (hereinafter referred to as the “**Authority**”); and _____, a _____, with an address of _____ (hereinafter referred to as the “**Contractor**”), and collectively hereinafter referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, the Authority controls, operates, and maintains an airport in the County of Seminole, State of Florida, known as Orlando Sanford International Airport (hereinafter referred to as “**Airport**”); and

WHEREAS, the Legislature of the State of Florida has granted to the Authority broad power to adopt regulations, enter contracts including limited and exclusive agreements, lease property, fix and collect rates, fees, and other charges for the use of services or facilities furnished by Airport or for the privilege of providing services to Airport passengers, and to exercise and perform all powers and prerogatives conferred it by Chapter 71-924 Laws of Florida, 1971 (House Bill 2390); and

WHEREAS, the Authority finds the provision and regulation of ground transportation services to Airport passengers to be in the public interest and essential to the operation of the Airport; and

WHEREAS, the Authority finds that the provision of taxicab service to Airport passengers derive a special economic benefit from the Authority’s ongoing airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of the Authority through rentals, fees and charges, or a combination thereof, imposed for the privilege of doing business with customers who use the Airport; and

WHEREAS, Contractor agrees to furnish, operate, and maintain an adequate number of taxicabs in good mechanical condition and appearance together with properly licensed drivers for the operation of a first-class metered taxicab service from the Terminal Building in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, each to the other in hand paid, the receipt of

which is hereby acknowledged, along with the mutual covenants contained herein, Authority and Contractor, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the terms used in this Agreement shall have the following definitions:

1.1 **“Airport”** means the Orlando Sanford International Airport, and all real and personal property, buildings, and appurtenances encompassing same.

1.2 **“Attorneys’ Fees”** include without limitation fees and charges of attorneys, paralegals, legal assistants, attorneys’ consultants, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, administrative, or other proceeding arising out of this agreement.

1.3 **“Authority”** means the Sanford Airport Authority, a legislatively dependent special district of the City of Sanford, created by the Florida legislature

1.4 **“Authority Contact”** means the individual employee or representative of the Authority designated in the RFP for Taxicab Concession Services dated October 4, 2021 as the point of contact for all matters relating to this Agreement.

1.5 **“Board”** means the Board of Directors of the Authority.

1.6 **“Board Member”** means an individual serving as a director on the Board.

1.7 **“Claims”** shall mean any dispute, disagreement, civil action, lawsuit, declaratory action, judicial proceeding, administrative proceeding, or any other legal or equitable action or proceeding through which one might attempt to resolve a dispute or recover damages.

1.8 **“Commencement Date”** of this Contract, even if signed earlier, shall be May 1, 2018.

1.9 **“Concession Fee”** means the combined aggregate sum of the Privilege Fee and the Per Trip Fee, as more specifically provided on the Proposal Form to the RFP.

1.10 **“Contract”** means any one of the following, as context requires: (a) the Project for which the corresponding Request for Proposal and corresponding documentation are submitted, (b) the collective Contract Documents, (c) the individual Contract document that is a part of the Contract Documents; or (d) the portion of the Contract Documents that addresses the technical requirements of the Contract.

1.11 **“Contract Documents”** means the collection of the Contract, Request for Proposal and Addenda thereto, performance bonds, insurance certificates, and the Technical and Price Proposals. The priority of governing Contract Documents is as follows:

1. Request For Proposals, as amended by any and all Addenda thereto;
2. Agreement/Contract;
3. Technical Proposal; and
4. Price Proposal.

1.12 **“Contractor”** means _____, a _____, its officers, directors, employees, members, managers, subcontractors, licensees, invitees, agents, representatives, successors and assigns, whether or not all of the same are listed following the word “Contractor.” This definition shall not impart contract liability upon any natural person unless Contractor is an individual/sole proprietor, natural person; but rather, is used for establishing the scope of the corporate contractor’s rights and responsibilities hereunder. The exclusion of contract liability upon natural persons shall not limit or free individuals from responsibility for their tortious acts or omissions, or illegal conduct.

1.13 **“Costs”** include without limitation filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, administrative, or other proceeding arising out of this agreement.

1.14 **“Contractor Employee”** shall include any direct employee of Contractor, to provide any service hereunder.

1.15 **“DHS”** means Department of Homeland Security.

1.16 **“Driver”** means an employee or independent contractor of Contractor possessing a valid, properly issued, unexpired, chauffeur’s license (and any other permit requirement), operating a Taxicab (as defined herein) for purposes of this Agreement.

1.17 **“Environmental Activity or Condition”** means the presence, use, generation, manufacture, production, storage, release, discharge, distribution, dumping, leaching, disposal or transportation (or threat of any of the foregoing) of any Hazardous Material on, onto, in, under, over or from the Authority’s property or the violation of any Environmental Law because of the condition of, or activity on said property.

1.18 **“Environmental Law”** means any and all laws, statutes, rules, regulations, common law duties, ordinances, codes, administrative or judicial orders, consent agreements, directed duties, licenses, and/or authorizations or permits from any governmental authority, or other Legal Requirement, in each case arising out of or relating to public health or safety, pollution, protection of the environment or workplace, Hazardous Material, or otherwise unhealthy substances or conditions relating to the interaction of the use, ownership, control, or cleanup of property and the environment, whether such Legal Requirement is: (i) criminal or

civil, (ii) federal, state or local, (iii) statutory, common law, case law, administrative regulation, or advisory opinion, or (iv) currently in effect or enacted or amended in the future.

1.19 **“FAA”** means the Federal Aviation Administration.

1.20 **“Hazardous Material”** means any substance or mixture in any form which is: (i) designated or characterized as hazardous, toxic, radioactive, nuclear, or otherwise dangerous, or similarly designated or characterized under any Environmental Law, (ii) is regulated under any Environmental Law or by any governmental or quasi-governmental agency, or (iii) could be a hazard to health, safety or property values. Without limiting the foregoing, Hazardous Material shall include underground storage tanks and the contents thereof, asbestos, urea formaldehyde insulation, polychlorinated biphenyls, dioxins and petroleum products, fungus, mildew and other organisms commonly referred to as “mold” (including without limitation allergens, spores, mycotoxins), or by-products produced or released by any of the foregoing or by degradation of the foregoing.

1.21 **“Legal Requirement”** means the following as they apply from time to time to Authority and Airport operations, and as they may be amended from time to time: any and all local, state, and federal statutes, ordinances, rules, regulations, court orders, administrative orders, advisory opinions, decrees, judgments, liens, common law duties, licenses, authorizations, permits, executive orders, emergency orders, directives, treaties, and all other applicable laws of any kind or nature, and the implicit duties and requirements thereof, including without limitation: FAA regulations and orders; TSA regulations and orders; DHS regulations and orders; Environmental Laws as defined herein; Americans With Disabilities Act; Civil Rights Act of 1964; Affirmative Action Clause of Section 503 of the Rehabilitation Act of 1973 (Equal Opportunity For Disabled); 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program); 49 C.F.R. Part 23 (Minority Business Enterprise) and 14 C.F.R. Part 152 Affirmative Action Employment Programs, unless Contractor is exempt; 49 C.F.R. Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); Affirmative Action Clause of 38 U.S.C. § 2-12 of the Vietnam Veterans’ Readjustment Assistance Act of 1974; traffic laws and regulations; taxicab and chauffeur licensing and permitting regulations; State of Florida Accessibility Requirements Manual (ARM); Authority policies, procedures, orders, and directives; security requirements; stormwater and drainage regulations; environmental laws, regulations, and orders; labor and employment related laws, regulations, and orders; local and state licensing requirements for vehicles and for chauffeurs; all as they now exist or may be amended from time to time.

1.22 **“Person”** means an individual, corporation, limited liability company, sole proprietorship, partnership, limited partnership, limited liability partnership, professional association, organization, or other legally recognized entity.

1.23 **“Per Trip Fee”** means the Authority’s share of the fare for each taxicab trip provided under this Agreement, as set forth in Article 3.

1.24 **“President”** shall mean the President/Chief Executive Officer at the Airport, employed by the Authority.

1.25 “**Privilege Fee**” means the monthly payment made by Contractor to the Authority as set forth in Article 3, for Contractor’s privilege of acting as the sole provider of taxicab services to the Airport, subject to the exceptions stated herein.

1.26 “**Project**” means the Sanford Airport Authority Ground Transportation – Taxicab Concession 2022 project by the Sanford Airport Authority.

1.27 “**Starter**” shall mean a properly trained, licensed, and uniformed taxicab dispatcher who shall manage the flow of taxicab transportation at the Terminal Building, pursuant to the requirements of this Agreement.

1.28 “**Taxicab**” shall mean a commercial motor vehicle properly licensed to transport passengers for a fare determined by a meter, less than 25 feet in length, designed to carry not more than nine (9) persons including the driver, properly licensed, permitted, tagged, and registered to operate as a Taxicab in the City of Sanford, Seminole County, and the State of Florida.

1.29 “**Taxicab Operating Areas**” shall mean the taxicab unloading areas, loading areas, driver’s shelter, holding areas, and staging areas at the Airport further depicted on **Exhibit “1”**, Taxicab Operating Areas, which is attached hereto and made a part hereof.

1.30 “**Terminal Building**” shall mean the central passenger terminal building housing passenger circulation to and from flights, passenger ticketing (departure level) and baggage claim (arrival level).

1.31 “**TSA**” means the Transportation Security Administration.

ARTICLE 2 - TERM

2.1 Effective Date. This Agreement shall become binding and effective upon approval and execution by Authority and Contractor, as evidenced by the date of the last signature among the Parties, which shall be the date shown on the first page hereof.

2.2 Term. The term of this Agreement shall commence on January 1, 2022, and unless sooner terminated by the Authority as provided below, this Agreement shall terminate on December 31, 2022.

2.2.1 Extension. The Authority and Contractor may mutually agree to extend the term of this Agreement for two (2) additional one (1)-year periods. Any such mutually agreed extension by the Parties shall be confirmed in writing by the Parties not less than sixty (60) days prior to the expiration of the then-current term.

2.2.2 Termination. Conversely, the Authority may terminate this Agreement prior to the expiration of any given term, in whole or in part, with or without cause, or merely for convenience, upon the Authority providing ninety (90) days advanced written notice of such termination to Contractor.

ARTICLE 3 - PRIVILEGE FEE AND PER TRIP FEE

3.1 Privilege Fee. As consideration for the privilege of operating the taxicab services hereunder on a semi-exclusive basis, and utilizing the loading and holding spaces, Contractor shall pay to Authority for the term hereof a Privilege Fee, said sum to be paid without demand in equal monthly installments in advance, without notice or demand, on the 1st day of each calendar month. Payments shall be deemed late on the 10th of the month. All payments shall be made in lawful money of the United States of America.

3.1.1 Monthly Privilege Fee. The minimum monthly Privilege Fee for the first year of this Agreement shall be not less than amounts set forth on the Proposal Form for the Request for Proposal for this Project, depicted on Page RFP 26. The monthly Privilege Fee for the first contract year shall be \$ _____ per month. If the Authority exercises its option to extend the Agreement beyond the one-year contract term, Privilege Fees for any subsequent year or years will be renegotiated at that time. For the purpose of determining the Privilege Fee, the contract year shall be from the first day of January 2022 through the last day of December 2022.

3.1.2 Per Trip Fee. Contractor shall pay to the Authority by the 20th of each month, a Per Trip Fee equal to \$ _____ for each trip departing from the Airport. Contractor shall provide the Authority with a Monthly Trip Report, stating the total number of taxicab trips made by the Contractor during the preceding month under this Agreement, and the general geographic area of the trip (for example, without limitation: International Drive, Disney, Universal, Sea World, Sanford, Downtown Orlando, New Smyrna Beach, Cocoa Beach, etc.). The Monthly Trip Report shall be certified as true and correct by the Contractor's Chief Financial Officer. The Contractor shall make available to the Authority the Starter Logs and Driver Trip Sheets as described in paragraph 3.6.4.

3.1.3 The Per Trip Fee shall be renegotiated for any Agreement extension years beyond the initial Contract Year.

3.2 Method and Place of Making Payments. Payment may be made by cash, business check (no personal checks), or credit card. Insufficient checks will result in a service charge against Contractor of \$25.00, 5% of the value of the check or any actual charges charged to the SAA by a financial institution, whichever is greater (or if Section 832.07, Florida Statutes, is amended, then such amended value as stated therein).

3.3 All payments due and payable by Contractor hereunder shall be payable to:

Sanford Airport Authority
Accounts Receivable
Attn: Katee Mathis
1200 Red Cleveland Boulevard
Sanford, FL 32773
Kmathis@osaa.net

3.4 Failure to Make Timely Payments. Without waiving any other right or action available to Authority in the event of default of Contractor's payment of fees and other charges

hereunder, and in the event Contractor is delinquent in paying to Authority any such rents, fees and other charges, for a period of five (5) business days after the payment is due, Authority reserves the right to charge Contractor interest thereon, from the date such fees or charges became due to the date of payment, at 18% per annum (i.e. 1.5 % per month), whichever is greater, and not less than \$30.00 per month, to the maximum extent permitted by law.

3.5 No late fees shall accrue with respect to payments timely disputed in writing and in good faith by Contractor. Notwithstanding any shorter or longer cure period, "timely disputed" shall mean the filing of a written dispute with Authority within ten (10) days after notice from Authority of overdue, short, or missing payment.

3.6 Books of Accounting and Auditing.

3.6.1 Contractor shall maintain true, accurate, and complete records and accounts of all trips, Per Trip Fees (as set forth as a reportable item in the Monthly Trip Report) paid to Authority, and Privilege Fees, which shall be made available for review or inspection by Authority at the Airport.

3.6.2 The Authority reserves the right from time to time to reconcile the Contractor's Monthly Trip Reports with the Airport's observations and spot checks of known Contractor departures from the Airport.

3.6.3 If any overpayment or underpayment by Contractor is discovered by either party, such amount will be credited or invoiced to Contractor's account, and any amounts owed to the Authority shall be due and payable, plus interest at the rate provided in Section 7.1.2 of this Agreement.

3.6.4 Contractor shall retain these books and records at its office located at _____, and allow Authority to inspect same during reasonable hours, upon 24 hours written notice. Contractor shall keep and preserve for at least three (3) years all records, reports, and documents regarding operation of the taxicab service at the Airport.

ARTICLE 4 - GENERAL RIGHTS, DUTIES AND RESTRICTIONS

4.1 Granting of Right and Privilege. It is hereby agreed and understood that this Agreement provides for the semi-exclusive right and privilege of Contractor to operate a metered taxicab service for the transportation of airline passengers and their baggage from the Airport to any destination to which Contractor is legally authorized to so operate, as directed by the passenger. Copies of which Contractor's Seminole County occupational license or local business tax receipt and Airport ground transportation permit are attached hereto as **Exhibit "2"**, Contractor's Permits/Licenses and made a part hereof. Contractor's rights and privileges hereunder are expressly limited to the scope of this Agreement, including without limitation the designated areas of the Airport provided for Contractor's operations.

4.1.1 Contractor shall provide all labor, materials, supplies, personnel, and equipment necessary to provide the services required by this Agreement.

4.1.2 The rights and privileges granted herein shall not be exercised in a way as to interfere with or adversely affect Authority's use, operation, maintenance, or development of the Airport. Any and all rights not specifically granted to Contractor herein are expressly reserved to and for Authority.

4.2 Comprehensive Service Plan. Contractor's Technical Proposal is deemed to contain Contractor's comprehensive service plan.

4.3 Responsibility for Contractor Conduct. Contractor shall repair or pay for any and all damage to Authority or Airport property caused by the negligence, recklessness, willful misconduct, or illegal conduct (collectively, "**Misconduct**") of Contractor, its Employees, subcontractors, or invitees, while performing this Agreement or on Airport or Authority property. Contractor shall fully indemnify Authority for any loss or damage to Authority, Authority property, or Airport property, for any Misconduct, regardless of whether such loss or damage is direct or indirect (i.e. regardless of whether resulting from third party Claim or direct loss to Authority), including without limitation compensatory damages, Attorneys' Fees, and Costs (as defined herein).

4.3.1 Without limiting the foregoing, Contractor shall not interfere, or cause or permit interference, with the effectiveness or accessibility of the drainage, sewerage, water, communications, or fire protection systems or any other part of the utility, electrical, or other systems installed, operating, or located from time to time at the Airport.

4.4 Condition of Contractor Operating Areas. Contractor shall maintain its assigned areas at all times in a safe, clean, and neat condition and shall not permit the accumulation of any trash, garbage, or debris at the assigned areas and shall provide proper containers for disposal of trash and garbage.

4.4.1 If Contractor fails to keep up its cleaning and maintenance obligations after 24 hours following written notice from the Authority, Authority shall have the right to perform such cleaning and maintenance, and charge same to Contractor, plus 10% of such costs as overhead.

4.4.2 Contractor may not make improvements, additions, or alterations to Authority or Airport property without prior written consent of the Authority. Upon the expiration or earlier termination of this Agreement, any improvements, additions, or alterations made by Contractor, excluding Contractor's vehicles and other personal property not permanently affixed to Authority or Airport property, shall become and remain exclusive Authority property. Contractor shall be responsible to Authority for any damage caused to Authority's real or personal property as a result of Contractor's removal of Contractor's vehicles and personal property upon expiration or earlier termination of the Agreement.

4.4.3 Contractor shall not remove any Authority equipment, supplies, furnishings, or other property from the Airport, without Authority's written consent.

4.5 Authority Right to Inspect. The Authority shall have the right to inspect the performance of services furnished by Contractor. Any discrepancies, defects in service, or other problems shall be corrected by Contractor promptly and efficiently.

4.6 Non-Exclusive Operating Areas. Contractor hereby acknowledges that it is the desire of Authority to provide a first-class level of service to airline passengers traveling to and from the Airport. To this end, Authority grants to Contractor the semi-exclusive right to pick up and deliver passengers from the specific Authority-designated Taxicab Operating Areas, which are described below and further depicted on Exhibit "1":

4.6.1 Unloading Areas. Contractor shall be entitled to unload passengers only along any curbside near or in front of the Terminal.

4.6.2 Loading Areas. Contractor shall be entitled to load passengers only at or near the taxi podium in the ground transportation area of parking lot A.

4.6.3 Holding and Staging Areas. Contractor shall be entitled to utilize certain areas of long-term parking lot as a holding and staging area.

4.6.4 Authority reserves the right, at any time or from time to time, to designate, assign, or relocate Contractor's operations to another location serving the Airport. The loading area shall be in an area in which arriving passengers can see the Taxicab loading area upon exiting the Terminal Building. Also, the Taxicab loading area shall be closer to the Terminal Building than the vehicle holding area designated for commercial vehicles in which drivers are performing pre-arranged sedan transportation services.

4.7 Loitering and Cruising Prohibited. Contractor Employees shall promptly depart the Airport after dropping off their passenger(s) or proceed to the appropriate loading area, holding area or staging area. No Contractor Employee shall loiter or solicit passengers or riders and, under no circumstances shall they cruise or drive around looking for customers.

4.8 Provision of Service. Contractor agrees that the consistent provision of adequate Taxicab service to and from the Airport is of primary importance. Any area provided by the Authority for picking up and dropping off passengers shall be used solely for such purposes. Contractor's taxicab drivers are not permitted to solicit business at the Airport. Contractor may place a taxicab starter ("Starter") at the Airport at Contractor's discretion to assist with known peak passenger travel times at the Airport. Only Starters may solicit for passengers and only at the loading areas. Also, Contractor understands and agrees that at no time will any Taxicab Operating Areas be used for vehicle storage.

4.9 Ingress and Egress. Subject to the foregoing, Contractor shall have the right of ingress to, and egress over Airport roadways and common use roadways. Authority reserves the right, from time to time, temporarily or permanently, to restrict the use of any roadway, means of access, or other areas at the Airport. In the event of such restriction, depending on the circumstances, the Authority may provide a reasonable alternative for Contractor's ingress, egress, and provision of services.

4.9.1 In the event the Authority installs a bar code restricted access system, the parties shall cooperate to implement a bar code entry and exit to and from the taxi area, for Contractor's taxicabs. Contractor acknowledges and understands that such installation would require the cooperation of the Authority's terminal management company that installed the existing transponder readers, as well as the technology company that owns the software

programming in the existing readers, in order to add bar code reader compatibility, and such terminal management company and technology company are not obligated parties to this agreement.

4.9.2 Taxicabs shall not take up more than one lane (i.e. shall not “sit” on or across a lane dividing line).

4.10 Conflict in Service. Notwithstanding the provisions of this Article, it is specifically understood and agreed that, in the event of a conflict between Contractor and any other Contractor or licensee at the Airport, with regard to the provision of services to be offered by each, the Authority shall determine the appropriate service provider. Contractor agrees to be bound by such determination.

4.11 Use of Airport and Airport Property. Contractor shall use Airport and Airport property only for the purpose specified in this Agreement. Without limiting the foregoing, gambling is prohibited Airport property. Contractor shall not disturb other Airport tenants or the general public. Contractor shall not cause or permit any liens to be placed on Authority or Airport property, including without limitation construction liens, mechanics liens, and materialmen’s liens.

4.11.1 Contractor will provide its own Starter podium, if any.

4.12 Signage. No signs or other appurtenances shall be installed by Contractor on or about the Airport, except as approved by Authority. Authority may require Contractor to use identifying signs, or other indicia, when operating at Airport. The size, design, and graphic character of such signs shall be approved by Authority, in its sole discretion. Authority will keep foliage trimmed such that it does not cover or unreasonably block taxi signage. This is not a guarantee that taxi signage will be viewable from all distances and angles.

4.13 Vehicle Maintenance. No vehicle repairs or maintenance shall be performed on the Airport except emergency repairs to allow the vehicle to be removed. Limited cleaning or prep work is allowable in the staging area only but is not permitted in any other area.

ARTICLE 5 - STANDARDS OF SERVICE AND REQUIREMENTS

5.1 Quality Assurance. Contractor shall assist Authority in providing services to the public of the highest quality of service rendered by similar concessions at other airports in the United States. At all times, the public shall be given the highest consideration. Without limiting the foregoing, Contractor shall comply with the following requirements:

5.1.1 Taxicab Equipment and Performance. Beginning on the Commencement Date, Contractor agrees to make available operable Taxicabs in a quantity and of a quality sufficient to provide the Airport taxicab service which is the subject of this Agreement. Contractor will add such additional taxicabs as shall be required to provide to the public an adequate level of taxicab service from the Airport, to ensure service to all arriving flights. Such adequacy shall be determined solely by the Authority, subject to the following:

5.1.2 Taxicabs must be present and immediately available at the Airport, with a maximum average wait time for a Taxicab passenger of 10 minutes. The Authority, as operator of the Airport, but cooperating in good faith with Contractor, will have the final determination of the acceptable maximum average wait time for its passengers.

5.1.3 Whenever the Authority believes additional Taxicabs are necessary to meet passenger demands, but are not present at the Airport, the Authority shall be provided with the phone number of the Contractor's dispatcher or Starter, so additional Taxicabs may be dispatched to meet passenger demands.

5.1.4 All of Contractor's taxicabs used at the Airport must be no more than five model years old, using calendar year as a basis (e.g. a 2015 model year car is at maximum contract age in 2020 and must be placed removed from contract use on January 1, 2021). Contractor's Taxicabs shall be air-conditioned, clean, neat in appearance and safe for operation and shall comply in all respects with all applicable Legal Requirements. All of Contractor's Taxicabs used at the Airport shall have complied with the certification and permit requirements of the City of Sanford and Seminole County, as applicable. Authority shall, at all reasonable times, have the right to inspect Contractor's vehicles and personnel for such compliance, report violations to the proper officials, and refuse to allow a violating vehicle to operate at the Airport.

5.1.5 All of Contractor's taxicabs used at the Airport must be clean, well maintained and have the following specifications:

- (a) comfortable climate control, air conditioning/heater.
- (b) interior: no rips, holes, clutter or unpleasant odors.
- (c) seats: sit properly, good springs, no sags.
- (d) exterior: good paint, no dents, broken trim or lights or unacceptable lettering or advertising.
- (e) trunk: clean with ample room for luggage.
- (f) no fluid leaks.

5.1.6 Taxicabs shall be inspected by Contractor for safety twice a year, for all of the following:

- (a) brakes
- (b) tires
- (c) steering
- (d) suspension
- (e) lights

- (f) exhaust
- (g) air conditioning/heater

5.2 Taxicab Identification. Contractor shall clearly mark and identify all vehicles used in providing taxicab services from the Airport with Authority-approved identification symbols and markings, to ensure their easy recognition by the traveling public. All Taxicabs shall be identically painted and marked in one of Contractor's paint schemes and pre-approved by the Authority. Authority's prior written approval is required for changes to approved paint schemes.

5.3 Driver Identification. Each Driver shall possess and prominently display on the outer clothing of the upper body or in the Taxicab in a location easily viewed by all passengers a picture identification badge containing the full name of the Driver and Contractor's company name.

5.4 Type of Operation.

5.4.1 Contractor shall provide all services under this Agreement on a fair and reasonable basis to all users of the Airport.

5.4.2 At a minimum, Taxicabs shall be available for passengers of every arriving flight.

5.4.3 Contractor shall provide for the prompt dispatch of passengers in a reasonable and timely manner regardless of the desired destination of such passengers. All passengers will be loaded on a first come first served basis. No passenger shall be bypassed in favor of another.

5.4.4 Contractor shall not consolidate passengers in taxicabs unless at the passengers' express request, or if passengers are clearly a family. In no event shall the dispatch of taxicabs require more than three (3) minutes after the first passenger has been loaded.

5.4.5 The location and number of loading and holding areas may be changed from time to time by Authority as long as such change does not unreasonably interfere with Contractor's obligations hereunder.

5.4.6 There shall be no solicitation by Contractor, its Employees, or subcontractors, on Airport property. This prohibition includes without limitation making hand gestures, hand signals, signs, or other means to draw attention. For purposes hereof, neither the leasing of a telephone board, nor other advertising displays from the Airport's advertising concessionaire, nor pre-arranged transportation shall be deemed to constitute solicitation.

5.4.7 Contractor shall make good faith efforts to provide wheelchair accessible transportation for disabled passengers, in a timely fashion, as part of the Contract or with a subcontractor approved by the Airport. The provision of such service shall be equivalent to the Contractor's service provided to other patrons with respect to fare structure and service hours.

5.4.8 If deemed necessary by the Authority, the Authority shall inform Contractor in writing, of any reasonable change, modification or improvement in taxicab service. If such change, modification or improvement in service is not made by Contractor in accordance with the terms and conditions of such request within thirty (30) days after said notice by the Authority, the Authority may declare a breach of contract and the security deposit shall be forfeited to the Authority; provided, however, if the nature of the change, modification or improvement is such that it cannot be completed within thirty (30) days, Contractor shall be deemed to be in compliance herewith if it is diligently pursuing such change, modification or improvement.

5.4.9 Contractor shall meet all reasonable demands for taxicab service by patrons of the Airport, at any location at the Airport. Drivers shall not refuse passengers due to the length of the trip or location of the destination.

5.4.10 Drivers shall always and politely yield the right-of-way to pedestrians, and shall not interfere with pedestrian or vehicular traffic on the curbsides, or confront pedestrians or drivers of private vehicles.

5.4.11 Drivers shall bypass unoccupied cabs in the holding area if the drivers do not respond immediately to a call up.

5.4.12 Drivers shall remain within ten (10) feet of their respective Taxicabs whenever they are on the line. Drivers shall not enter the terminal for any purpose except for short rest room breaks, and shall in no case delay other Drivers in line.

5.4.13 Child safety seats shall be available for use by infant and child passengers. Child safety seats shall accommodate an infant or a child, up to the weight requirements of the State of Florida, and meeting all State of Florida safety requirements for child safety seats. In 2006 vehicles or newer, where the "Latch" system is required to be included in manufacturing, the child safety seat shall be Latch compatible. Contractor shall ensure that child safety seats are properly installed and that its Drivers require all infant and child passengers under the state weight requirement to occupy a child safety seat for the duration of the trip. If an infant or child's parent or guardian refuses the child safety seat, Contractor shall contact the Authority to arrange alternative transportation for such passengers. Passengers desiring to use their own child safety seats shall be permitted to use them in the taxicab, if they can be installed easily and properly. In the event a passenger does not have a child safety seat with him for a child requiring one, a taxicab with a child safety seat may bypass other taxicabs in order to accommodate this passenger. If a passenger does not have his own child safety seat, transportation shall only be provided if the passenger consents to the child's using the taxicab provided child safety seat. **Drivers shall not, under any circumstances, transport infants and children under the state weight requirements who are not seated and harnessed in properly secured child safety seats.**

5.5 Rates. Contractor agrees that the following rates and procedures shall apply with respect to taxicab trips originating at the Airport or with respect to trips terminating at the Airport:

First 1/4 of a mile: \$ _____ [to be determined]
Each additional 1/4 of a mile: \$ _____ [to be determined]
Wait time, if applicable: \$ _____ [to be determined]
Airport pickup surcharge: \$ _____ [to be determined]

The Contractor's meter rates may be subject to change with the written approval of the Authority. Contractor shall notify the Authority to seek written approval of all intended meter rate changes prior to any such changes. Meter rates charged for pickup at the Airport shall be the same as meter rates charged by Contractor throughout Central Florida, and in no case shall Contractor's meter rates exceed the standing meter rate(s) dictated from time to time by the City of Orlando Florida.

5.5.1 All rates and surcharges shall be posted within the Taxicab in plain view of all passengers. Contractor shall charge only the authorized rates and fees. Rates and fees may not be altered without the written consent of the Authority, and if necessary, the FAA. **Any price gouging will be grounds for immediate unilateral termination of this Agreement by the Authority.**

5.5.2 Passengers shall not be charged fare if the Taxicab has mechanical failure resulting in a travel delay of more than fifteen (15) minutes. For travel delays of less than fifteen (15) minutes because of mechanical failure, the time of the delay shall be deducted from the total travel time for calculating the fare. All deductions and mechanical failures shall be thoroughly documented and included in the Monthly Trip Report.

5.5.3 Contractor may contract with any airline serving the Airport for non-exclusive baggage delivery service from the Airport.

5.6 Contractor Employees.

5.6.1 Contractor's Employees must meet the following **minimum** standards:

- (a) Properly licensed and approved as a chauffeur by City of Sanford or Seminole County, as applicable;
- (b) Active participation and successful completion of Contractor's approved Driver training program;
- (c) Able to read, write, and speak effectively in English;
- (d) Deal politely with the public;
- (e) Geographic knowledge of Seminole and Orange Counties, and popular tourist areas in Osceola, Brevard and Volusia Counties;
- (f) Completed customer relations training;
- (g) Maintain an acceptable level of cleanliness including:

- (i) no offensive body odor,
 - (ii) clean face, hands and arms, and
 - (iii) clean hair, combed and maintained, facial hair short and groomed;
- (h) Be properly attired:
- (i) shirt/blouse with collar -- clean daily, pressed, no stains, tears, holes, no t-shirts or “muscle shirts,”
 - (ii) slacks or long shorts -- neat, pressed, clean, no stains, tears, holes,
 - (iii) shoes -- no sandals or flip-flops, and
 - (iv) clothing must be worn properly, shirts buttoned, and no shirt tails out;
- (i) Use proper language. No loud, profane, or boisterous language or activity; and
 - (j) Drivers shall never possess alcoholic beverages, alcohol containers, tobacco, or illegal substances in a Taxicab.

5.6.2 Drivers shall never smoke or use other tobacco products in a Taxicab.

5.6.3 Drivers shall never operate a Taxicab under the influence of alcohol, illegal drugs, or prescription or over-the-counter drugs that cause drowsiness.

5.6.4 Contractor shall monitor all Employees to ensure the maintenance of a high standard of service to the public, the performance of such obligation is to be determined at the sole discretion of Authority. Contractor shall take all proper steps to remove from Airport service any employees or drivers who participate in acts of misconduct or fail to meet the standards outlined herein. Contractor shall be solely responsible for the conduct and performance of said employees or drivers under this Agreement. Violations of any operational requirements including but not limited to all such requirements listed or implied in the Agreement or subsequent Authority or Contractor directives by taxicab personnel could result in suspension of privilege to operate at the Airport for the individual(s). Serious violations or recurring violations could result in permanent loss of an individual's privilege to operate at the Airport.

5.6.5 Drivers shall remain with their Taxicabs while stopped in any loading area or holding area and shall also be prohibited from loitering or gathering in the Terminal Building for any purpose whatsoever when in uniform or while on duty. Notwithstanding the foregoing, drivers may assist passengers with baggage to the departure level entrance doors if a skycap is

not available, but only to the extent permitted by Authority. The drivers may also assist passengers at the loading area in entering the taxi and loading baggage into the taxi.

5.7 Level of Service and Taxi Starters (Dispatchers). The Contractor shall maintain qualified, competent, experienced Starters in sufficient quantity to dispatch Taxicabs for at least 75% of all arriving flights at the Airport. In the event that a passenger arrives at the Airport on a late flight, experiences failure of his personal vehicle, locks keys in his car, or otherwise unexpectedly requires Taxicab services, Contractor shall make Taxicab service available to such passenger as quickly as possible, upon notification by the Authority, an Airport or airline employee, or the passenger. In such event, Contractor shall make the Authority, employee, or passenger aware of expected arrival time of the Taxicab, to Contractor's best estimation.

5.7.1 Arriving flights during times when no Starter is on-site will be coordinated by the lead Driver. Contractor shall train taxicab Drivers in passenger coordination. If at any time the Authority determines that an on-site Starter meeting 75% of all arriving flights is not sufficient to meet passenger or Authority needs, the Authority may require Contractor to provide a Starter to meet all arriving flights. Starters and Drivers shall assist and direct passengers and prospective passengers.

5.7.2 Starters must be attired in a recognizable "starter uniform". Shorts are acceptable from May 1 through September 30 only, must present a professional appearance, and uniforms must be worn properly. Starters shall secure or assist customers in accordance with Authority's rules and regulations and directives utilizing the Authority-installed taxi call-up system.

5.7.3 Contractor shall be responsible for damage to Authority-issued equipment used in connection with the taxi call-up system caused by Contractor's negligence or misuse of such equipment when in the possession of Contractor's personnel.

5.8 Management and Supervision. The Contractor shall at all times retain an active, qualified, competent and experienced Supervisor (or manager) to supervise the Airport operations, and be authorized to represent and act for the Contractor. Supervisors will be available from thirty (30) minutes before the first flight arrival to thirty (30) minutes after the last arrival, to coordinate Contractor's ground transportation operations, and maintain a conflict-free, professional service. Supervisors shall have primary responsibility for responding to customer service issues and shall be able to respond to Authority requests in a timely and efficient manner. The Starter may serve the management function.

5.9 Customer Service. From time to time, as deemed necessary or desirable by Authority, the Contractor, its Employees, Drivers, and subcontractors may be required to participate in customer service training provided by the Authority. The Authority will work closely with Contractor to schedule such training during non-peak hours of operation.

5.10 Complaints. Contractor is retained to assist the Authority in providing first-class transportation services. In the event of a complaint presented to Authority concerning the service provided hereunder by Contractor or any Employee or representative of Contractor, whether written or oral, Authority shall immediately refer said complaint to Contractor for

response. Contractor shall investigate the complaint and provide a concise, written response to Authority or to the complainant with copy to Authority, as directed by Authority within forty-eight (48) hours of Contractor's receipt of the complaint from Authority. Contractor shall use best efforts in investigating customer service complaints or issues.

ARTICLE 6 - SECURITY FOR PAYMENT

6.1 Contract Security. Contractor shall provide Authority upon the execution of this Agreement with a payment and performance bond, irrevocable letter of credit, or equivalent deposit ("**Contract Security**"), acceptable to the Authority, in an amount equal to three (3) months' Privilege Fees. Such Contract Security shall guarantee the faithful performance by Contractor of its obligations under this Agreement and the payment of all fees and charges due hereunder, and shall be in such form and with such Contractor authorized to do business in the State of Florida as shall be acceptable to Authority in its reasonable discretion. In the event that any such Contract Security shall be for a period of less than the full period required by this Agreement, or if such Contract Security may be canceled, Contractor shall provide a renewal or replacement Contract Security for the period following the expiration or cancellation of such Contract Security previously provided at least 60 days prior to the date on which such previous Contract Security expires or at least 60 days prior to the effective date of such cancellation.

6.1.1 Without limiting any other termination rights provided herein, Contractor's failure to maintain the Contract Security shall give Authority the right to immediately terminate this Agreement and Contractor's rights and privileges hereunder.

6.2 Satisfactory Performance. The release of Contractor's surety bond or irrevocable letter of credit at the end of the term shall be conditioned on the verification of satisfactory performance by Contractor of all terms, conditions, and covenants contained herein throughout the entire term of this Agreement.

ARTICLE 7 - DEFAULT AND TERMINATION

7.1 Authority's Remedies. In the event of any of a default, following thirty (30) days' notice by the Authority and Contractor's failure to cure the default, the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

7.1.1 Terminate Contractor's rights under this Agreement and Contractor shall remain liable for all payments due, or other sums due under this Agreement and for all damages suffered by the Authority because of Contractor's breach of any of the covenants of Agreement; or

7.1.2 Treat the Agreement as remaining in existence, curing Contractor's default by performing or paying the obligation which Contractor has breached and charging same to Contractor. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Contractor's default shall become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York (FRBNY) prime rate in effect on the date the fees or charges became

due plus four percent (FRBNY prime +4%) or 18% per annum, whichever is greater, to the maximum extent permitted by law; or

7.1.3 Declare this Agreement to be terminated, ended, null and void; or

7.1.4 Retain another contractor to perform the services of this Agreement, with Contractor remaining responsible for any and all outstanding payments and obligations; or

7.1.5 Exercise any and all rights and remedies available to it, at law, in equity, or otherwise.

7.1.6 No waiver by the Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Contractor. No delay, failure, or omission of the Authority to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment. No notice by the Authority shall be required to restore or revive time is of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to the Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by the Authority shall not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

7.2 Surrender and Delivery. Upon expiration or earlier termination of this Agreement, Contractor shall restore its assigned areas to a condition equivalent to that in which it was received by Contractor, subject to normal wear and tear, and shall promptly and peaceably vacate and surrender to Authority the assigned areas and all improvements thereon to which the Authority is entitled.

7.2.1 Any of Contractor's vehicles or personal property not removed from Authority or Airport property within thirty (30) days after expiration or earlier termination of this Agreement shall become the property of the Authority, to do with as the Authority chooses in its sole discretion.

7.3 Continuing Responsibilities of Contractor. Notwithstanding the occurrence of any event of default, Contractor shall remain liable to the Authority for all payments due and payable hereunder, and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Authority elects to cancel this Agreement, Contractor shall remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement or until this Agreement is canceled by Contractor as provided in Section 7.4 herein.

7.4 Contractor's Remedies. Upon ninety (90) days' written notice to the Authority, Contractor may terminate this Agreement and all of its obligations hereunder, if Contractor is not

in default of any term, provision, or covenant of this Agreement or in the payment of any rents or charges to the Authority, and only upon or after the occurrence of any of the following events: (a) the inability of Contractor to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Authority, preventing Contractor from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault, negligence, recklessness, or willful misconduct of Contractor; or (b) if the Authority repeatedly does not enforce its no solicitation rules related to non-concessionaire demand response transportation providers, after Contractor has notified Authority of a solicitation violation and Authority has not taken expedient measures to correct the problem.

ARTICLE 8 - PERMITS AND LICENSES

8.1 Permits and Licenses. Contractor shall, at its sole cost and expense, obtain and maintain throughout the term, all permits, licenses, or other authorizations required in connection with the operation of Contractor's business at the Airport. Copies of all required permits, certificates, and licenses shall be forwarded to Authority upon execution of the Agreement, and thereafter upon request.

ARTICLE 9 - TAXES

9.1 Taxes. Contractor shall bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and ad valorem, and assessment fees taxes of any kind which result from Contractor's operations or any space utilized or rights to use the Airport, or which may be assessed on any payments made by Contractor hereunder, whether levied against Contractor or the Authority. Contractor shall pay the taxes, fees, or assessments reflected in a notice Contractor receives from the Authority within thirty (30) days after Contractor's receipt of that notice or within the time period prescribed in tax bill. The Authority will attempt to cause the taxing authority to send applicable tax bills directly to Contractor and Contractor shall remit payment directly to the taxing authority, in such instance. Contractor may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to the Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the Authority.

ARTICLE 10 - ENVIRONMENTAL

Contractor shall not permit any Environmental Activity or Condition or any Hazardous Material to exist on the Property as a result of Contractor's use of the Property that would violate any Environmental Law. Contractor shall indemnify, defend, and hold harmless Authority from any and all Claims, costs, expenses, damages, fines, and losses inuring to the Authority as a result of Contractor's violation of this section, including without limitation cleanup costs, fines, costs of investigations, attorneys' fees and costs, and all other damages and losses of any kind or nature incurred by the Authority as a result thereof.

This clause shall survive the termination of this Agreement. Compliance with the insurance requirements shall not relieve Contractor of its liability or obligation to indemnify Authority as set forth in this Article.

ARTICLE 11 - INSURANCE

11.1 Requirements. This Agreement incorporates by reference the Authority's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of this Agreement. Any inability to meet the requirements of the Operating Directive must be well documented as to the effort made to comply and the reasons for non-compliance. Acceptance of any coverage that does not comply will be at the sole discretion of the Authority and will be evaluated on a case-by-case basis.

ARTICLE 12 - COMPLIANCE WITH LEGAL REQUIREMENTS

12.1 Legal Requirements. Contractor, its officers, employees, agents, subcontractors, or those under its control, shall at all times comply with applicable Legal Requirements, as defined hereinabove. In addition, Contractor shall comply with all of the obligations contained in the attached Exhibit 2. Without limiting anything other terms of this Agreement, all rights and privileges of Contractor under this Agreement are subject to this requirement. In the event of any violation of a Legal Requirement by Contractor, the Authority may take such action, or require Contractor to take such action, as may be required by the United States government, FAA, or other governmental entity, to enforce this requirement.

12.1.1 If Contractor or those under its control shall fail or refuse to comply with applicable Legal Requirements and such non-compliance results in a monetary penalty being assessed against the Authority, then, in addition to any other remedies available to the Authority, Contractor shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within ten (10) days of written notice.

ARTICLE 13 - ASSIGNMENT

13.1 Contractor shall not assign this Agreement, either in whole or in part, without prior written consent of the Authority, which may be withheld in the Authority's sole discretion. No request for, or consent to, such assignment shall be considered unless Contractor shall have paid all rentals, fees, and charges which have accrued in favor of the Authority, and Contractor shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. The Authority reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision.

13.2 No assignment shall serve to release Contractor from any of its obligations, duties, responsibilities, or liabilities under this Agreement, unless the Authority agrees thereto in writing in its sole discretion.

13.3 Any assignment made in violation of this section shall be voidable at the Authority's sole option.

13.4 Contractor's use of sub-contractors approved by the Authority for executing portions of this Agreement shall not be considered an improper assignment.

ARTICLE 14 - SUBCONTRACTORS

14.1 Contractor shall ensure that any subcontractors retained to perform part or parts of the services hereunder provide sufficient security for performance, as appropriate for the specific subcontract, either in the form of an irrevocable letter of credit or performance and payment bond. This requirement may be waived only with the consent of the Authority, in its sole and absolute discretion.

14.2 Contractor shall ensure that any subcontractors obtain and maintain sufficient workers' compensation, general liability, and automobile insurance coverage, in such amounts as the Authority may reasonably require.

ARTICLE 15 - AGENT FOR SERVICE OF PROCESS

15.1 Contractor shall be properly registered and authorized to do business in Florida. Upon execution of this Agreement, Contractor shall submit to the Authority a list of all representatives of Contractor who have signature authority to legally bind Contractor to the terms and conditions of this Agreement. Thereafter, Contractor shall submit any changes to said list in a timely manner. It is expressly agreed and understood that if Contractor is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation, then in any such event Contractor does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and the Authority arising out of or based upon this Agreement and the service shall be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Contractor does not have a duly noted resident agent for service of process, as an alternative method of service of process, Contractor may be personally served with such process out of this state, by the registered mailing of such complaint and process to Contractor at the address set out hereafter in this Agreement and that such service shall constitute valid service upon Contractor as of the date of mailing and Contractor shall have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Contractor hereby agrees to the process so served, submits to Seminole County jurisdiction, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 16 - GRANT AGREEMENT

16.1 The Airport is subject to the terms of those certain sponsor's assurance made to guarantee the public use of the Airport as incidental to grant agreements between the Authority and the United States of America as amended, and the Quit Claim Deed from the United States of America, predecessor in title to the Premises, and the Authority represents that none of the provisions of this Agreement violates any of the provisions of the Sponsor's Assurance Agreement; or said Quit Claim Deed.

ARTICLE 17 - SEMI-EXCLUSIVITY AND LIMITATIONS

17.1 Contractor shall be the sole provider of private taxicab concessions for arriving flight passengers at the Airport, subject to the following, whether now existing or in the future: (1) private passenger cars or other vehicles not for hire, limousines, hotel shuttles, municipal buses, light rail or other public transportation, or private non-taxicab transportation, providing the same or similar services; and (2) pre-arranged transportation of any kind of a passenger's choosing, whether departing or arriving. The right of semi-exclusivity is also subject to and contingent upon there being no state of uncured default by Contractor.

17.2 In light of the foregoing transportation alternatives that prevent true exclusivity, this Agreement is not intended and shall not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a), as may be amended from time to time, and related regulations.

17.3 This Agreement shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States government, the FAA, or other governmental entity, regarding operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or other governmental funds for the operation or development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental entity exercising authority over civil airports receiving such funds. The Authority will give Contractor advance notice of any provisions that will modify the terms of this Agreement.

17.4 Authority shall have no obligation to guarantee or maintain any level of volume of passenger traffic, periodic flights, hours of operation, or the like. Fluctuations in the number of flights, enplaned passengers, or persons using or occupying Airport facilities, whether by increase or decrease, shall not constitute a default by Authority or in any way be a failure of performance by Authority under this Agreement.

ARTICLE 18 - RIGHT TO DEVELOP AIRPORT

18.1 Authority reserves the right to further develop, expand, decrease, or improve the Airport and all landing areas, buildings, parking areas, and taxiways as it may see fit.

ARTICLE 19 - SUBORDINATION OF AGREEMENT

19.1 It is mutually understood and agreed that this Agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the United States of America, its Board, Agencies, Commissions and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

19.2 Federal Government Emergency Clause: All provisions of this Agreement are subordinate to the rights of the United States of America to operate all or part of the Airport

during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

19.3 This Agreement and all rights of Contractor are also subordinate to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the Authority to secure bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of any bond covenants or bond resolution authorizing the issuance of bonds by the Authority. Conflicts between this Agreement and any bond covenants or bond resolution shall be resolved in favor of the bond covenant or resolution.

19.4 In the event that Contractor's services must be suspended as a result of a required subordination for a period of ninety (90) days or more, Contractor may terminate this Agreement if Contractor is not in a state of uncured default.

ARTICLE 20 - NON-DISCRIMINATION/AFFIRMATIVE ACTION

20.1 Among all other applicable Legal Requirements, Contractor shall fully comply with the requirements of 14 C.F.R. Part 152, Subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Contractor, to ensure, inter alia, that no person shall be excluded from participating in any activities covered by such regulations on the grounds of race, creed, color, national origin, sex, or other legally protected status. Contractor, if required by such regulations, will provide assurances to the Authority that Contractor will undertake an affirmative action program and will require the same of its sub-organizations.

20.2 Contractor, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, national origin, or other legally protected status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, or other legally protected status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Contractor shall fully comply with the requirements of 49 C.F.R. Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.

20.3 In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Agreement and to re-enter as if said Agreement had never been made or issued.

ARTICLE 21 - WOMEN, MINORITIES, AND DISADVANTAGED BUSINESS ENTERPRISES

21.1 It is the policy of the Authority that women and minority owned businesses and disadvantaged business enterprises have as much opportunity as possible to participate in the performance of this Agreement. Contractor shall provide equal employment opportunity to all employees and applicants for employment in accordance with all applicable equal employment

opportunity and affirmative action Legal Requirements. The Authority recommends, but does not require, a goal of 12.52% participation by women and minority owned businesses or disadvantaged business enterprises, among Contractor's Employees and subcontractors.

ARTICLE 22 - RIGHT TO AMEND

22.1 In the event that the FAA, TSA, or DHS, or any of their successors, requires modifications of changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required for the Authority to obtain such funds; provided, however, that in no event will Contractor be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 23 - RELATIONSHIP

23.1 This Agreement does not create any partnership, joint venture, landlord / tenant, employer / employee, or other relationship between the Authority and Contractor, except that of principal and independent contractor. There is no employment relationship between the Authority and Contractor's Employees or subcontractors.

ARTICLE 24 - CORPORATE STATUS

24.1 If Contractor is a corporation, the undersigned officer of Contractor hereby warrants and certifies to Authority that Contractor is a corporation in good standing, is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

ARTICLE 25 - TERMS BINDING ON SUCCESSORS

25.1 Subject to Article 13 regarding assignments, the terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon the successors and assigns, agents, employees, licensees or independent contractors of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

ARTICLE 26 - TIME OF ESSENCE

26.1 Time is of the essence in the performance of this Agreement.

ARTICLE 27 - NOTICES AND COMMUNICATIONS

27.1 All notices or communications whether to the Authority or to Contractor pursuant hereto shall be deemed validly given, served, or delivered, upon (1) actual receipt by the party by any means, (2) the time and date of hand delivery, (3) one business day after depositing such notice or communication for delivery with a nationally recognized private overnight courier, such as Federal Express, or (4) three days after depositing such notice or communication in the United States mail, and addressed as follows:

To Authority: Sanford Airport Authority
1200 Red Cleveland Boulevard Suite 200
Sanford, FL 32773
Attn: Procurement Agent
Tel: 407-585-4000

With a Copy To: Shutts & Bowen LLP
300 S. Orange Avenue Suite 1600
Orlando, FL 32801
Attn: Kenneth W. Wright, Esq.
Tel: 407-423-3200
Fax: 407-425-8316

To Contractor: _____

Attn: _____
Tel: _____
Fax: _____

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

27.2 If the Notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged.

ARTICLE 28 - APPLICABLE LAW AND VENUE

28.1 This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be exclusively in Seminole County, Florida.

ARTICLE 29 - WAIVER OF JURY TRIAL

29.1 The parties hereto each waive trial by jury in any Claim arising hereunder or in any way relating to this Agreement, the relationship of the parties, Contractor's right to use and occupancy of Authority property, or the right to any statutory relief or remedy. This waiver is made knowingly, intentionally, and voluntarily.

ARTICLE 30 - HEADINGS

30.1 The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 31 - FAA APPROVAL

31.1 This Agreement may be subject to approval of the Federal Aviation Administration (FAA). If the FAA disapproves this Agreement, it shall become null and void, and both Parties shall bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 32 - INDEMNITY AND ATTORNEYS' FEES AND COSTS

32.1 Without limiting any other indemnification provision herein, Contractor shall fully indemnify, defend, and hold harmless the Authority for any and all Claims (whether brought by passengers, other third parties, or persons within the Authority or Contractor's organizations) arising out of or relating to the services required hereunder, as they result from Contractor's negligence, recklessness, willful misconduct, or illegal conduct, including without limitation for the recovery of the Authority's damages, losses, Costs, and Attorneys' Fees incurred as a result of same.

32.2 The prevailing party on any Claim arising out of or relating to this Agreement shall be entitled to recover its Costs and Attorneys' Fees.

ARTICLE 33 - INVALIDITY OF CLAUSES

33.1 The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement shall not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 34 - SURVIVAL

34.1 The following provisions of this Agreement shall survive the expiration or earlier termination of this Agreement: all indemnification provisions, environmental provisions, terms that expressly provide for survival, and any and all other terms or provisions which, for their full effectuation in accordance with the intent of the parties, necessarily survive.

ARTICLE 35 - COMPLETE AGREEMENT

35.1 This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

ARTICLE 36 - NO THIRD-PARTY BENEFICIARIES

36.1 There are no actual or intended beneficiaries to this Agreement except for the signatory parties hereto.

ARTICLE 37 - MISCELLANEOUS

37.1 Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include both genders.

37.2 Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37.3 Except as otherwise expressly provided herein, neither the Authority nor Contractor shall be deemed to be in default hereunder if it is prevented from performing any of its obligations hereunder by reason of embargoes, shortages of energy or materials, acts of God, acts of a public enemy, acts of higher governmental authority, hurricanes or other extreme weather conditions, riots not involving Contractor or Authority personnel, sabotage not involving Contractor or Authority personnel, or are otherwise outside of its control. This exception does not apply to strikes, boycotts, or labor disputes involving Contractor’s Employees, subcontractors, or other personnel.

IN WITNESS WHEREOF, the Parties hereto have set their hands and entered into this Agreement on the date first above written.

AUTHORITY:

CONTRACTOR:

SANFORD AIRPORT AUTHORITY

A legislatively created dependent special district of the City of Sanford, Florida

BY: _____
Tom Nolan, President and CEO

BY: _____
Print Name: _____
Title: _____

ATTEST: _____
Executive Secretary

Approved as to form and execution only:

SHUTTS & BOWEN LLP, as General Counsel to Sanford Airport Authority

By: _____
Print Name: _____

Exhibit 1

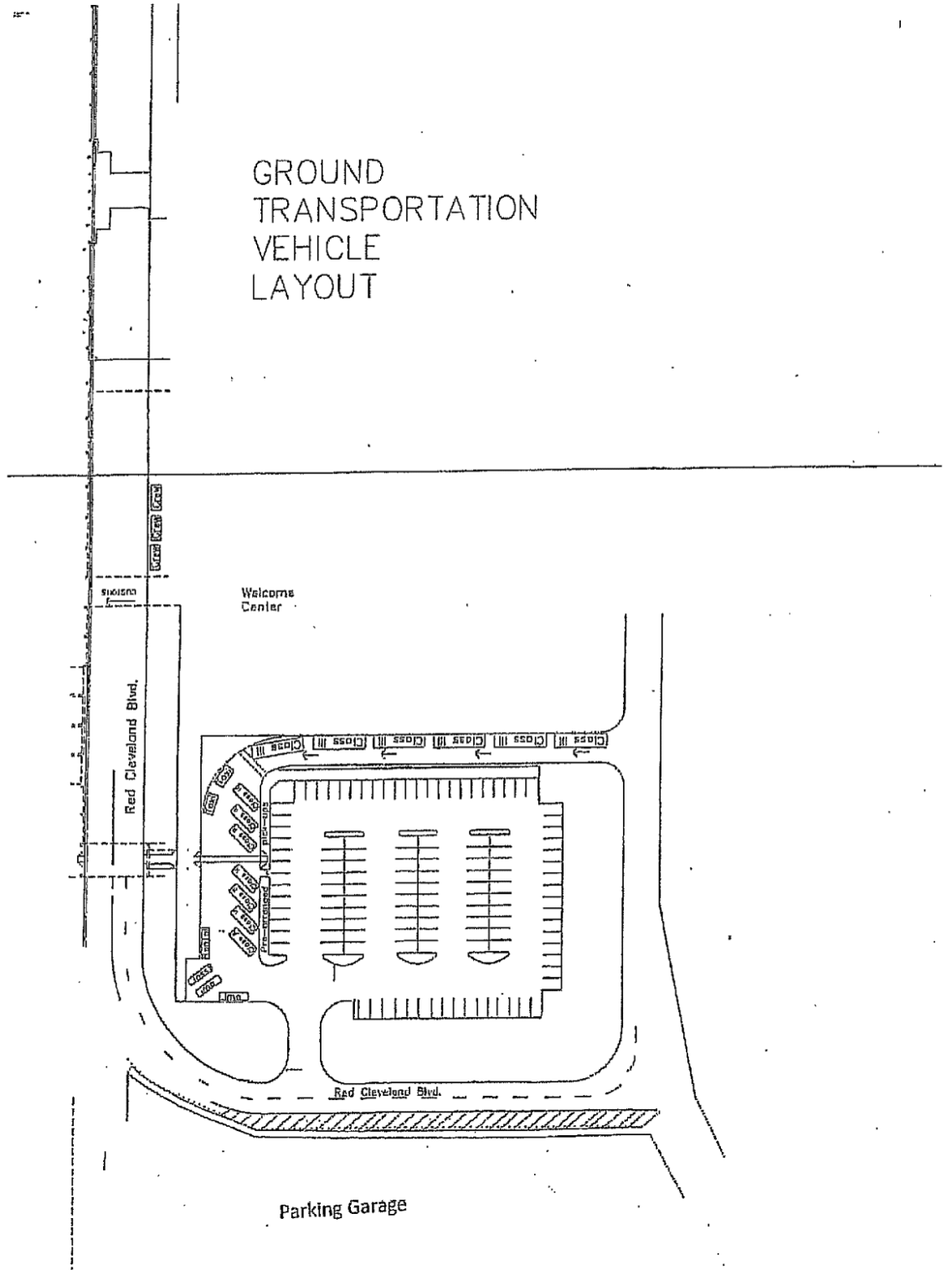


Exhibit 2



I. FLORIDA STATUTORY REQUIREMENTS

1. **E-Verify.** Pursuant to State of Florida Executive Order Number 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Contract term. Please refer to <https://www.e-verify.gov/> for detailed instructions.
2. **Public Records.** In compliance with all Florida Public Records Laws, the Contractor shall: (i) keep and maintain public records required by the Authority to perform the Contractor's services under this Agreement; (ii) upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement, and following completion of the Contractor's services under this Agreement if the Contractor does not transfer the records to the public agency; and (iv) upon expiration or termination of this Agreement, (a) transfer, at no cost to the Authority all public records in possession of the Contractor, or (b) keep and maintain public records required by the Authority to perform the services under this Agreement. If the Contractor transfers all public records to the Authority upon expiration or termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon expiration or termination this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

If Contractor has questions regarding the application of chapter 119, Florida statutes, to the Consultant's duty to provide public records relating to this agreement, contact the custodian of public records at kgilmore@osaa.net, 407-585-4046 and 1200 Red Cleveland Blvd., Sanford, Florida 32773.

3. **Certifications Pursuant to Section 287.135, Florida Statutes; Termination of Contracts with Scrutinized Companies.**
 - 3.1 **Contractor Certification.** The Contractor hereby certifies pursuant to §287.135, Florida Statutes, that the Contractor (i) is not participating in a boycott of Israel, (ii) is not on the Scrutinized Companies with Activities in Sudan List created pursuant to §215.473, Florida Statutes, (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to §215.473, Florida Statutes, and (iv) does not have business operations in Cuba or Syria.
 - 3.2 **Authority's Evaluation of the Contractor's Certifications.** If the Authority determines, using credible information available to the public, that any of the matters certified by the Contractor herein are false, then the Authority shall provide the Contractor with a written notice of such determination. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and to

demonstrate that the determination of false certification was made in error. If the Contractor does not make such demonstration within ninety (90) days after receipt of the notice, then the Authority shall bring a civil action against the Contractor. If a civil action is brought and the court determines that the Contractor submitted a false certification, then (a) the Contractor shall pay a civil penalty equal to the greater of two million dollars (\$2,000,000.00) or twice the amount of this Agreement, plus all reasonable attorney fees and costs of the Authority, including any costs for investigations that led to the finding of false certification, and (b) the Contractor shall be ineligible to bid on any contract or proposal with an agency or local governmental entity for three (3) years after the date that the Authority determined that the Contractor submitted a false certification.

3.3 Authority's Rights of Termination. The Authority may terminate this Agreement if: (i) the Authority determines that any of the matters certified by the Contractor herein are false, and the Contractor fails to demonstrate that the determination of false certification was made in error pursuant to Section 18.28.2 above, (ii) the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel, (iii) the Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) the Contractor has been engaged in business operations in Cuba or Syria.

3.4 Boycott Israel. For purposes of the foregoing provisions, (a) "Boycott Israel" or "boycott of Israel" has the meaning as defined in §215.4725, Florida Statutes, and (b) "business operations" has the meaning as defined in §287.135, Florida Statutes.

II. FEDERAL STATUTORY REQUIREMENTS

4. Civil Rights Generally. Title VI of the Civil Rights Act of 1964, as amended (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance.

4.1 For all Contracts. The 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. This provision binds the Contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

5. Civil Rights – Title VI Assurance.

5.1 Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- a) **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (the "Nondiscrimination Acts and Authorities"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- d) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

5.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

5.3 Title VI Solicitation Notice The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5.3.1 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. The Contractor for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

5.3.2 With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

5.4 Occupational Safety and Health Act of 1970

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

5.4.1 Contract Clause.

All contracts and subcontracts must incorporate 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. The 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.

5.4 Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the SAA encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

SANFORD AIRPORT AUTHORITY

BID PROTEST BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, _____, a (corporation) (joint venture) (partnership) (sole proprietorship) organized and existing under the laws of the state of _____ (hereinafter called "**Principal**"), is held and firmly bound unto the Sanford Airport Authority (hereinafter called the "**Authority**"), in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, to be paid to the Authority, to which payment we/I bind ourselves/myself, our/my heirs, executors, administrators, successor and assigns, jointly and severally.

WHEREAS, Principal has filed a Notice of Protest with the Authority, bearing the date of _____, 20____, protesting the **Ground Transportation – Taxicab Concession Project**, under Authority Project No. _____ (the Project), dated _____, 2021; and

WHEREAS, one of the conditions of the Project is that this Bid Protest Bond be executed and delivered to the Authority.

NOW, THEREFORE, the condition of this Bid Protest Bond is such that if Principal promptly makes payment to the Authority of all costs adjudged against the Principal in any administrative hearing or appellate court proceeding instituted by the Principal, then this obligation shall be void; otherwise this Bid Protest Bond shall be and remain in full force and effect.

WITNESS the signature of the Principal and the signature of the Surety by _____, its Agent or Attorney-in-Fact, with the seals of said Principal and Surety affixed this _____ day of _____ in the year of 20__.

PRINCIPAL:

(Affix Corporate or Company Seal)

Name: _____

Signature: _____

Print Name: _____

Title: _____

Attest: _____

Secretary or Asst. Secretary

[Continued on following page]

(Affix Surety's Corporate Seal)

SURETY:

Name: _____

By: _____
Attorney-in-Fact

Florida Resident Agent

Print Name: _____

Address: _____

Telephone: _____

NOTE: The Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact shall be attached.