



HILLSBOROUGH COUNTY AVIATION AUTHORITY

REQUEST FOR PROPOSALS

FOR

AIRPORT SHARED RIDE SERVICES

AT

TAMPA INTERNATIONAL AIRPORT

SOLICITATION NUMBER: 12-534-001

ISSUE DATE: DECEMBER 28, 2011

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1.0 Background

The Hillsborough County Aviation Authority (“Authority”), a public body corporate, issues this Request for Proposals solicitation (“Solicitation”) for airport shared ride services. The Authority welcomes responses from all national, regional and Florida firms and individuals. The firms or individuals who submit in response to this Solicitation (singularly “Respondent”, collectively “Respondents”) must have considerable experience in matters related to the shared ride service requirements of the Authority as specified in this Solicitation.

The Respondent selected to provide contracted shared ride service to and from Tampa International Airport (“Airport”) for the Authority will be required to perform the services listed in this Solicitation, Section 5.0, Scope of Services.

The following summary is intended only to provide prospective Respondents with a brief familiarization with the Authority.

The Authority was created in 1945 and is an independent special district governed by the Hillsborough County Aviation Authority Act, Chapter 2003-370, Laws of Florida. This Act provides that the Authority will have exclusive jurisdiction, control, supervision and management over all publicly owned airports in Hillsborough County. There are five Authority board members consisting of three residents of Hillsborough County appointed to the Board for four year terms by the Governor of the State of Florida (“State”); the Mayor of Tampa, ex-officio; and a Commissioner of the Hillsborough Board of County Commissioners selected by the Commissioners, ex-officio.

The Authority owns and operates Tampa International Airport and three general aviation airports, Peter O. Knight Airport, Plant City Airport, and Tampa Executive Airport. The Authority contracts with three separate firms for management of the general aviation airports. The Airport occupies approximately 3,400 acres and is primarily an origination-destination airport serving the greater Tampa Bay area. Peter O. Knight Airport, a 139 acre facility, is located six miles southeast of the Airport; five minutes from Tampa’s downtown business district, convention center, and many local attractions; and strategically located on Davis Islands across from the Seaplane Basin Park on Tampa Bay and The Port of Tampa cruise ship terminals. The Plant City Airport, a 199 acre facility, is located 22 miles east of the Airport. The Tampa Executive Airport, a 407 acre facility, is located 12 miles east of the Airport. During the fiscal year ending September 30, 2010, passenger enplanements at the Airport totaled 8,334,885.

The Authority is a self-supporting organization and generates revenues from airport users to fund operating expenses and debt service requirements. Capital projects are funded through the use of bonds, short-term financing, passenger facility charges, State and federal grants and internally generated funds. Although empowered to levy ad valorem property taxes, the Authority has not collected any tax funds since the early 1970’s.

1.01 Shared Ride Service Description and General Information

The Authority contracts with qualified companies to provide shared ride services (“Shared Ride Services”) to passengers traveling to or from the Airport and three service areas: Hillsborough County, Pasco/Hernando Counties, and Pinellas County, hereinafter individually referred to as “Service Area” and collectively referred to as “Service Areas”. The provision of Shared Ride Services at the Airport is non-exclusive. A Respondent may propose to provide services for one or more of the Service Areas. A Respondent may also propose as an owner/operator system; however, the selected Respondent(s) will be responsible for insurance, quality control, the level of service, and all obligations in this Solicitation.

The following table provides the Airport’s deplaned passenger count, per month, during the last three Authority Fiscal Years (“FY”), October 1 through September 30, 2008/2009, 2009/2010 and 2010/2011:

Deplaned Passenger by Month	FY 08/09	FY 09/10	FY 10/11
October	711,606	678,863	689,657
November	663,406	661,382	675,001
December	740,695	722,388	703,452
January	668,199	646,301	636,581
February	696,652	657,488	640,139
March	860,184	856,575	858,034
April	782,663	743,326	781,076
May	692,098	677,211	699,636
June	693,652	673,568	695,114
July	746,182	701,838	728,735
August	695,065	675,050	659,629
September	556,908	561,714	559,364
Totals	8,507,310	8,255,704	8,326,418

Information regarding flight schedules at the Airport may be found on the Authority’s website - www.TampaAirport.com > click on “Flight Search (advanced search)” > click on “submit”. The flight information is updated approximately every five minutes and is sorted by city and scheduled time.

1.02 Current Operation Information

The Authority currently contracts with The Limo Inc. d.b.a. SuperShuttle Tampa Bay (“SuperShuttle”) to provide Shared Ride Services in all three Service Areas. The current contract terminates July 31, 2012. For the privilege of operating the Shared Ride Services at the Airport, SuperShuttle pays the Authority the greater of a set minimum annual privilege fee (MAPF) or an annual deplaned passenger fee (ADPF) as further described below in Section 6.0, Fees and Payments. The current MAPFs paid to the Authority by SuperShuttle for each Service Area are listed below.

Service Area	Current MAPF
Hillsborough County	\$111,351.00
Pasco/Hernando County	\$51,351.00
Pinellas County	\$425,001.00

The following tables provide the number of passengers transported to and from the Airport and the Service Areas as reported by the existing operator for the last three Authority fiscal years (FYs) and the average number of vehicles used to transport the passengers.

Passengers Transported

FY	Hillsborough County	Pasco/Hernando Counties	Pinellas County
08/09	55,220	28,701	244,380
09/10	57,744	25,028	217,480
10/11	69,516	22,466	204,600

Average Number of Vehicles Used

FY	Hillsborough County	Pasco/Hernando Counties	Pinellas County
08/09	20	15	40
09/10	20	15	40
10/11	20	15	40

2.0 Minimum Qualifications

Minimum qualifications for the Respondent are stated in Tab 3, Minimum Qualifications Documentation, of Appendix A, Proposal Response, which is attached hereto and made a part hereof. The minimum qualifications have been established as a basis for determining the eligibility of each response. A Respondent’s response will be considered non-responsive and will not be evaluated unless sufficient documentation is provided to determine whether the Respondent meets these minimum qualifications.

3.0 Proposal Response Evaluation

3.01 Objective

It is the Authority's intention to evaluate responses; to negotiate terms; and to award an Airport Shared Ride Services Agreement (“Agreement”) to the Respondent, or Respondents, whose response is determined to serve the best interest of the Authority. The Authority reserves the right to request additional information and clarification of any information submitted, including any omission from the original response. All responses

will be treated equally with regard to this item. All responses that meet the minimum qualifications as stated in Section 2.0 will be evaluated as outlined in Section 3.02.

3.02 Evaluation Criteria

The following evaluation criteria have been established to determine which response(s) best meets the requirements and overall goals of the Authority.

Criteria	Weight
<ul style="list-style-type: none"> • Overall Experience of the Respondent (range of experience) The focus will be on the overall experience of the Respondent providing Shared Ride type services. Higher scores will be given for experience that is current and comparable to the Scope of Services in this Solicitation. 	25%
<ul style="list-style-type: none"> • Respondent’s Management Qualifications The focus will be on the overall experience of the Respondent’s proposed General Manager and the Respondent’s management structure. Higher scores will be given for experience that is current and comparable to the requirements in this Solicitation. 	25%
<ul style="list-style-type: none"> • Operational Plan The focus will be on the Respondent’s detailed operational plan for each proposed Service Area that includes quality control measures and level of service to customers. Higher scores will be given for a realistic, clear and concise plan(s). 	35%
<ul style="list-style-type: none"> • Fees The proposed Minimum annual privilege fee will be evaluated relative to the other proposed fees for each Service Area. The highest score will be given for the highest fees. 	15%

3.03 Technical Evaluation

The technical evaluation will be made on the basis of comparative fulfillment of the criteria where 0 is non-responsive and 10 is the highest score. Total scoring is a mathematical extension of the criteria score times the weight. The responses will be evaluated based on the factors set forth in this Solicitation.

The Authority may schedule interviews as part of its technical evaluation process. If scheduled, the interviews will be used to clarify the information provided in the Respondents response in order to complete the evaluation of the categories listed in Subsection 3.02 above. The person identified in Tab 2, of Appendix A, Proposal Response, as the General Manager must participate and will be expected to lead the interview for the Respondent.

3.04 Selection

The selection and approval of the Respondent(s) will be made by the Authority in accordance with its competitive selection process. The technical evaluation committee will evaluate responses on the basis of the guidelines set forth in this Solicitation and

will present its findings to the Authority’s Chief Executive Officer (“CEO”). The CEO will present the findings and a recommendation to the Authority’s Board of Directors (“Board”) at the April 5, 2012 Board meeting. The Board will then make a final selection and award. Results of the technical evaluation committee’s evaluation will be sent to the Respondents at least seven days prior to the date for selection and award by the Board.

4.0 Solicitation Schedule

The following schedule has been established for this selection process. The Authority reserves the right to modify the schedule during the Solicitation process. Prior to the response deadline, modifications will be posted in an addendum to the Solicitation on the Authority’s website. After the response deadline, written notice of modifications will be emailed to the Respondents within at least two calendar days.

Scheduled Item	Scheduled Date
Solicitation posted on Authority website (www.TampaAirport.com)	December 28, 2011
Pre-solicitation Conference <input checked="" type="checkbox"/> Mandatory* <input type="checkbox"/> Not Mandatory	January 10, 2012
Question/clarification deadline	January 24, 2012
Final addendum posted to Authority website	January 26, 2012
Notice of minimum qualifications evaluation meeting posted on the website and bulletin boards at the Authority	February 2, 2012
Response deadline	February 8, 2012, no later than 2:00 p.m., ET
Minimum qualifications evaluation meeting	February 10, 2012
Notice of technical evaluation meetings posted on the website and bulletin boards at the Authority	February 13, 2012
Technical evaluation meeting	February 21, 2012
Interviews, if required	February 22, 2012
Final technical evaluation meeting	February 23, 2012
Selection and award by Authority’s Board	April 5, 2012

* All Respondents submitting a response must attend the mandatory pre-solicitation conference. Responses received from a Respondent that did not attend the mandatory pre-solicitation conference will be determined non-responsive and the response will not be considered. Attendance may be in person or via teleconference call. Email Connie Mundzak at CMundzak@TampaAirport.com to register as a teleconference attendee. The teleconference registration deadline is Friday, January 6, 2012, by 2:00 p.m., E.T. It is the Respondent’s responsibility to verify its registration and the conference call information.

5.0 Scope of Services

As required by the Authority, the selected Respondent(s) will provide services, personnel and vehicles to include, but not be limited to the following:

5.01 Services

A. Hours of Operation

The selected Respondent(s) will serve all scheduled air carrier passenger flights at the Airport with a number of vehicles sufficient to meet all reasonable demands for the transportation of customers between the Airport and any point within its assigned Service Area(s). In addition, the selected Respondent(s) will supply sufficient vehicles to meet additional flights if called upon to do so after reasonable notice to the selected Respondent(s) by the Authority.

B. Service Standards

The selected Respondent(s) will provide a high level of service and comply with the following service standards.

- (1) Provide all services under the awarded Agreement(s) on a fair, nondiscriminatory, and reasonable basis to all customers.
- (2) Provide for the prompt dispatch of customers from the Airport in a reasonable and timely manner regardless of such customers' reservation status or desired destination within the assigned Service Area(s).
- (3) Provide customers reasonable and timely service to the Airport from points in the assigned Service Area(s).
- (4) Be solely responsible for the quality of all work performed by the selected Respondent(s) or its subcontractors under the awarded Agreement(s). All services furnished by Company or its subcontractors will be performed in accordance with best management practices and professional judgment, in a timely manner, and will be fit and suitable for the purposes intended by Authority. Company's services and deliverables will conform with all applicable federal and state laws, regulations and ordinances. Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.
- (5) Provide wheelchair accessible transportation in accordance with the Americans with Disabilities Act ("ADA"). The provision of such service will be equivalent to the selected Respondent(s) service provided to other customers with respect to response time, fare structure, service hours, trip length and routing. Vehicles used to provide the wheelchair accessible service are not required to meet the capacity criteria established for shared ride vehicles in Item F(1)(a) below. The wheelchair accessible service hereunder may be provided through a subcontractor, or through a specially equipped wheelchair accessible vehicle operated by the selected

Respondent(s) as approved in writing by the Authority. Any subcontractor providing such service on behalf of the selected Respondent(s) will comply with all applicable rules, regulations, and operating directives and the requirements of the awarded Agreement(s) that apply to the selected Respondent(s), including but not limited to, applicable insurance requirements. Upon request by the Authority, the selected Respondent(s) will furnish proof of compliance with all applicable provisions of the ADA.

C. Loading and Unloading Customers

(1) Non-Exclusive Loading Areas

The Authority has designated non-exclusive customer pickup and loading areas that are located in the four ground transportation centers, hereinafter referred to as "Centers". Customer pickup and loading are not allowed in any other location at the Airport. The Centers are more specifically depicted on Appendix B, Attachment 1-A, Ground Transportation Centers and Kiosks. The Authority reserves the right to re-designate customer pickup and loading areas at its sole discretion.

(2) Drop Off Areas

The selected Respondent(s) may drop off passengers on the ticketing/departure level of the main terminal building ("Main Terminal") only.

(3) Staging Areas

Staging areas are designated on Appendix B, Attachment 1-B, Staging Areas. The Authority reserves the right to re-designate the staging areas at its sole discretion. Vehicle staging is not permitted on the curbside at the baggage/arrival level or ticketing/departure level of the Main Terminal.

5.02 Personnel

A. Selected Respondent(s) General Responsibilities

(1) Maintain a sufficient number of properly trained personnel to ensure that the public receives prompt and courteous service at all times.

(2) Provide key personnel for the management of the Shared Ride Services that includes managers, supervisors and dispatchers.

(3) Provide dispatcher on-site at the Airport until all flights are met.

(4) Ensure that the selected Respondent(s) drivers, dispatchers, subcontractors, agents or representatives provide a high standard of service to the public. Compliance of the selected Respondent(s) with this performance obligation will be determined by the Authority, in its sole discretion.

- (5) Remove from the Airport, or cause the removal of, any employee(s) who participates in acts of misconduct, or who does not meet the standards specified in this paragraph. The selected Respondent(s) will be solely responsible for the conduct and performance of its employees, agents, subcontractors, or representatives in the performance of the Agreement.
- (6) Ensure that its employees enter the Main Terminal solely to utilize the restroom or concession facilities. Employees will not be permitted to loiter in the Main Terminal or utilize the public seating areas of the Main Terminal.

B. Employee Conduct

Employees will be responsible for complying with the following.

- (1) Provide a high level of service to all customers.
- (2) Assist and direct prospective passengers when asked for information including, but not limited to, information about other transportation company's pre-reserved customers.
- (3) Abide by all of the rules and regulations of the Authority as presently constituted or as later established or amended.
- (4) Be able to communicate effectively in English.
- (5) Be clean, neat in appearance, and courteous.
- (6) Be appropriately attired in a uniform-type shirt that includes the selected Respondent's company name and the name of the employee.
- (7) Use appropriate language and not act in a loud, boisterous or otherwise improper manner.
- (8) Will not loiter or solicit customers.

C. Drivers and Dispatchers

The selected Respondent(s) will employ or permit the employment of only properly licensed drivers and trained dispatchers.

D. General Manager

The management and operation of the selected Respondent(s) business at the Airport will be, at all times during the term hereof, under the supervision and direction of the individual assigned to manage the operation of the assigned Service Area(s) ("General Manager") on behalf of the selected Respondent(s). The General Manager will be subject, at all times, to the direction and control of the selected Respondent(s). The General Manager will be available to respond to the Airport during normal business hours and at other times as required. The

selected Respondent(s) will, at all times during the absence of the General Manager, assign or cause to be assigned a qualified subordinate to be in charge of the operations at the Airport who will be available to act in the same capacity, and in the same manner, on behalf of the selected Respondent(s) as the General Manager.

5.03 Kiosk and Dispatcher Kiosk

The Authority provides a customer service kiosk (“Kiosk”) in each Center. The Kiosks include phone and data lines. All equipment, office supplies, and phone and data line costs are the responsibility of the selected Respondent(s). The selected Respondent(s) will be assigned one Kiosk as a central base of operation for the selected Respondent(s)’s dispatcher on the Airport (“Dispatcher Kiosk”). Access to a Kiosk in each of the other three Centers, which may be on a shared use basis, will also be provided to the selected Respondent(s). The selected Respondent(s) will either staff the appropriate Kiosk in each Center with dispatcher personnel or provide communication easily accessible to the public to a dispatcher in the Dispatcher Kiosk. The Kiosks have considerable visibility to Airport customers, including potential walk up customers without a prior reservation requesting transportation to a Service Area. The Kiosks are more specifically depicted on Appendix B, Attachment 1-A. The Authority reserves the right to relocate or reassign the Kiosks at any time.

5.04 Vehicles

All vehicles used at the Airport to provide the required services will meet the following criteria and will be subject to approval by the Authority.

A. Specifications

Provide commercial motor vehicles to transport customers and their luggage that meet the specifications listed below, subject to approval by the Authority.

- (1) 15 passenger maximum capacity.
- (2) A maximum of 25 feet in length.
- (3) No more than five model years old.
- (4) Air-conditioned.
- (5) Clearly marked on both sides to show the Service Area served by that vehicle.
- (6) Clearly marked with the selected Respondent(s) name and telephone number.
- (7) Distinctively painted.
- (8) No fare-metering device installed.

(9) Other features common to first-class, late-model shared ride transportation.

B. Maintenance

Vehicles will be clean, neat in appearance, safe for operation and subject to approval by the Authority.

C. Report

Upon request by the Authority, the selected Respondent(s) will furnish a complete listing of all vehicles in service at the Airport that includes the year, make, model, mileage, capacity, general description, and a photograph.

5.05 Rates

The selected Respondent(s) will charge rates which are fair, reasonable and non-discriminatory. The selected Respondent(s) initial rates will be submitted to the Authority prior to commencement of this Agreement and be filed with the Hillsborough County Public Transportation Commission in accordance with applicable regulations. Thereafter, any change in the rates must be submitted to the Authority at least 30 days in advance of the effective date of such change and similarly submitted or filed with the Hillsborough County Public Transportation Commission. Rates to various representative points within the assigned Service Area(s) will be conspicuously posted at the Kiosk in each of the Centers for passengers to see prior to making arrangements for transportation. A convenient pocket-sized rate information handout will be available at the selected Respondent(s) assigned Kiosk. All rate schedules will include every major destination and all portions of the assigned Service Area(s).

5.06 Signage

No signs will be installed by the selected Respondent(s) on or about Airport. All signs determined by the Authority to be needed for the selected Respondent(s) operations at the Airport will be provided by the Authority. The selected Respondent(s) may be allowed or be required by the Authority to put up internal signage in its Kiosk(s). The size, design, and graphic character of these signs will be determined and approved by the Authority, in its sole discretion.

5.07 Frequency Protection

Should the selected Respondent(s) install any type of radio transceiver or other wireless communications equipment, the selected Respondent(s) will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of the selected Respondent(s) equipment. Should interference occur as a result of the selected Respondent(s) installation, Authority reserves the right to shut down the selected Respondent(s) installation until appropriate remedies to the interference are made by the selected Respondent(s). Such remedies may include relocation to another site. The cost of

all such efforts to remedy the interference will be solely at the selected Respondent(s) expense.

6.0 Fees and Payment

6.01 MAPF

The Respondents will propose a MAPF in Appendix A, Proposal Response. The Authority has established the following minimum acceptable MAPF for each Service Area:

<u>Service Area</u>	<u>Minimum Acceptable MAPF</u>
Hillsborough County	\$ 94,648
Pasco/Hernando Counties	\$ 43,648
Pinellas County	\$361,251

The selected Respondent(s) will pay the approved MAPF on or before the first day of each calendar month during the Agreement term, without demand, in an amount equal to one-twelfth (1/12th) of the MAPF. For any period of less than one calendar month, the MAPF will be calculated on a pro rata basis.

6.02 ADPF

In addition to the MAPF, the selected Respondent(s) will pay the Authority an amount, if any, which exceeds the MAPF calculated by multiplying \$0.0121 for the Hillsborough County area, \$0.0412 for the Pinellas County area, or \$0.0055 for the Pasco/Hernando Counties area, times the number of passengers deplaned at the Airport for the immediately preceding 12 month period based on statistical reports provided to the Authority by the airlines operating at the Airport. At the end of each Authority FY throughout the term of the Agreement, the Authority will prepare and submit to the selected Respondent(s) a statement showing the total number of deplaned passengers along with the total ADPF due for the previous 12 months. If the ADPF exceeds the MAPF, the Authority will submit to the selected Respondent(s) an invoice for the difference and the selected Respondent(s) will pay the difference, in full, within 15 days of receipt of the invoice.

6.03 Delinquent Fees

Without waiving any other right or action available to the Authority, in the event of default of the selected Respondent(s) payment of charges or fees hereunder, and in the event the selected Respondent(s) is delinquent in paying to the Authority any such charges or fees for a period of five business days after the payment is due, the Authority reserves the right to charge the selected Respondent(s) interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus 4 percent (FRBNY prime +4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.

6.04 Monthly Activity Reports

On or before the 10th of each month, the selected Respondent(s) will submit to the Authority a full report of its activities during the previous month, on forms supplied by the Authority, showing the total number of passengers carried by the selected Respondent(s) to and from the Airport, the total number of trips made by the selected Respondent(s) vehicles to and from the Airport, and the total gross receipts collected by the selected Respondent(s) for all such activities conducted. Failure of the selected Respondent(s) to furnish monthly activity reports in a timely manner will be considered a breach of the Agreement. The Authority may modify the monthly activity report forms from time to time to obtain additional information. The selected Respondent(s) will comply with such modifications and provide such additional information upon request by the Authority.

7.0 Agreement

7.01 Agreement

The selected Respondent(s) will be required to execute the Airport Shared Ride Services Agreement (“Agreement”), a sample of which is attached hereto as Appendix B, Sample Agreement, and made a part hereof. The Agreement will incorporate the attachments; the selected Respondent(s) response; and any subsequent information requested from the selected Respondent(s) by the Authority during the evaluation process.

The Authority will transmit to the selected Respondent(s) two copies of the Agreement for execution. The selected Respondent(s) agrees to deliver the two duly executed Agreements to the Authority within seven calendar days of receipt.

7.02 Term of Agreement

The term of the Agreement is anticipated to commence on August 1, 2012 and continue through July 31, 2017 with three, one-year renewal options at the discretion of the Authority’s Board. The Authority may terminate the Agreement immediately, and without notice, for cause, and may terminate without cause at any time upon 30 days written notice to the selected Respondent(s).

8.0 General Terms and Conditions

8.01 Supplier Registration

Respondents are required to be registered with the Authority as a supplier prior to submitting a response. The on-line Supplier Registration application is located on the Authority’s website at http://tampaairport.com/airport_business/index.asp. For general questions on the application process, contact the Procurement Department at 813-870-8796.

8.02 Binding Offer

A Respondent’s response will remain valid for a period of 180 days following the response deadline and will be considered a binding offer to perform the required services.

The submission of a response will be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this Solicitation.

8.03 Proposal Bond

The proposal bond must be payable to the Authority and in the total amount of all Service Areas proposed by the Respondent, as listed below:

<u>Service Area</u>	<u>Bond Amount</u>
Hillsborough County	\$11,000
Pasco/Hernando Counties	\$ 5,000
Pinellas County	\$37,500

The Authority will hold the proposal bond until the Agreement is executed with the selected Respondent(s) and the selected Respondent(s) has obtained all required licenses and permits to operate the Shared Ride Services. Failure on the part of the selected Respondent(s) to execute the Agreement with the Authority within seven calendar days of receipt of the Agreement, or failure to obtain all required licenses and permits by August 1, 2012, will result in forfeiture of the selected Respondent(s) proposal bond amount as liquidated damages. Thereafter, the Authority may award the Agreement(s) to another Respondent(s). After an Agreement has been executed with the selected Respondent(s), proposal bonds will be returned to the Respondents that are not selected.

8.04 Insurance Requirements

The selected Respondent(s) will be required to provide the insurance coverage and limits as outlined in the Insurance Article of the Agreement. The selected Respondent(s) insurance certificate, meeting the minimum requirements specified in the Agreement, must be submitted to the Authority for review and approval within 10 calendar days of award.

Self-insurance will only be accepted upon written request and approval by the Authority. In order for its self-insurance program to be considered, the selected Respondent(s) must submit the following documents to the Authority for review and approval within 10 calendar days of award:

- A. An audited financial statement for the most recent completed fiscal year.
- B. An explanation of how the program is funded.
- C. Number of years the selected Respondent(s) has been in business.
- D. Size of the selected Respondent(s) (based on number of office locations).
- E. The total dollar amount of claims paid during the past five years.

8.05 Public Entity Crimes

In accordance with Florida State Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not transact business with any public entity in excess of the threshold amount provided in Florida

Statute Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

8.06 Compliance

Respondents must comply with all Authority, local, State and federal directives, orders, policies and laws as applicable to this Solicitation and subsequent Agreement.

8.07 Cone of Silence

The Authority has established a cone of silence to be applied to all competitive procurement processes, including this Solicitation. The cone of silence will be imposed beginning with the advertisement for this Solicitation and will end upon selection of the successful Respondent by the Authority's Board.

A. The cone of silence prohibits any communications regarding this Solicitation between:

- (1) A potential vendor, service provider, bidder, proposer, respondent, lobbyist or consultant and Authority staff, except for communications with the Authority procurement agent or contracting officer responsible for administering the procurement, provided the communication is strictly limited to matters of process or procedure.
- (2) A potential vendor, service provider, bidder, proposer, respondent, lobbyist or consultant and a Board member.
- (3) A potential vendor, service provider, bidder, proposer, respondent, lobbyist or consultant and any member of the technical evaluation committee.
- (4) A Board member and any member of the technical evaluation committee.

B. Unless specifically provided otherwise, the cone of silence does not apply to:

- (1) Communications with the Authority's Legal Affairs Department.
- (2) Oral communications at a pre-solicitation conference.
- (3) Oral communications during any presentation/demonstration/interview at a publicly noticed technical evaluation committee meeting.
- (4) Oral communications during any duly noticed Board meeting.
- (5) Communications relating to bid protests made in accordance with the Authority's bid protest policy.
- (6) Communication with the Authority's DBE Program Manager.

Any violation of the cone of silence by a Respondent, or their representatives, will render its response void, as well as any awarded contract.

Any communications regarding matters of process or procedure from a potential Respondent or lobbyist must be submitted to Connie Mundzak, Procurement Agent, as follows:

- Mail: Tampa International Airport, Procurement Department, Administrative Services, Bldg., 2nd floor, PO Box 22287, Tampa, FL 33622;
- E-mail: CMundzak@TampaAirport.com;
- Phone: 813-801-6040;
- Fax: 813-870-8787.

8.08 Non-Exclusivity of Agreement

The selected Respondent(s) understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more than one Respondent or seek similar or identical services elsewhere if deemed in the best interest of the Authority.

8.09 Collusion

More than one response from the same Respondent under the same or different names will not be considered. Joint responses will not be accepted. Reasonable grounds for believing that a Respondent is submitting more than one response will cause the rejection of all responses in which the Respondent is involved. Those responses will be rejected if there is reason for believing that collusion exists among Respondents, and no participant in such collusion will be considered in any future solicitations for the provision of goods or services for a period of six months following the response deadline for this Solicitation.

8.10 Hold Harmless

The selected Respondent(s), in connection with the services provided herein, will hold the Authority harmless from and against all suits, claims, demands, damages, actions and causes of action of any kind or nature in any way arising from the selected Respondent(s) performance of the contractual activities and will pay all expenses in defending any claims made against the Authority by reason of performance of the Agreement, in accordance with the Indemnification Article in the Agreement.

8.11 Governance

If any of the language or information in this Solicitation conflicts with language in the Agreement as prepared by the Authority, the language of the final Agreement, as executed, will govern.

8.12 Public Disclosure

All responses and other materials or documents submitted by a Respondent in response to this Solicitation will become the property of the Authority. The Authority is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the Authority are subject to public disclosure. The

Respondent specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request. A Respondent has the right to redact any information not applicable to the Authority's selection decision.

8.13 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the Authority's policies constitutes a waiver of the Respondent's protest and resulting claims. A copy of the policy may be obtained on the Authority's website at:

http://tampaairport.com/airport_business/opportunities/bid.asp.

8.14 Airport Concession Disadvantaged Business Enterprise ("ACDBE")

A. Authority's Policy

The Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities (hereinafter referred to as "ACDBE Program") in accordance with U. S. Department of Transportation's (DOT) 49 Code of Federal Regulations (CFR) Part 23, effective April 21, 2005, as may be amended. In advancing the Authority's policy, the selected Respondent(s) agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and the Authority's ACDBE Program, have the maximum opportunity to participate in the performance of the Agreement. The selected Respondent(s) will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under the Agreement.

B. Non-Discrimination

- (1) The selected Respondent(s) and any subcontractor of the selected Respondent(s) will not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The selected Respondent(s) will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by the selected Respondent(s) to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the Authority deems appropriate.
- (2) The Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. The selected Respondent(s) agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- (3) The selected Respondent(s) will agree to include the statements in paragraphs (1) and (2) above in any subsequent concession agreement or

contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

C. ACDBE Participation and Compliance

- (1) ACDBE Goal: No specific goal for ACDBE participation has been established for the Agreement; however, the selected Respondent(s) agrees to make a good faith effort, in accordance with the requirements of the Authority's ACDBE Policy and Program, throughout the term of the Agreement, to contract with ACDBE firms certified with the Florida Unified Certification Program in the performance of this Agreement.
- (2) ACDBE Termination and Substitution: The selected Respondent(s) will not terminate an ACDBE for convenience without the Authority's prior written consent. If an ACDBE is terminated by the selected Respondent(s) with the Authority's consent or because of the ACDBE's default, then the selected Respondent(s) must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25(e)(1)(iii) and (iv), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.
- (3) Monitoring: The Authority will monitor the compliance and good faith efforts of the selected Respondent(s) in meeting the requirements of this Section. The Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Section, including, but not limited to, records, records of expenditures, contracts between the selected Respondent(s) and the ACDBE participant, and other records pertaining to the ACDBE participation plan, which the selected Respondent(s) will maintain for a minimum of three years following the end of the Agreement. Opportunities for ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of the Agreement, the Authority reserves the right to review and approve all sub-leases or subcontracts utilized by the selected Respondent(s) for the achievement of these goals.
- (4) Prompt Payment: The selected Respondent(s) agrees to pay each subcontractor under the Agreement for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment the selected Respondent(s) receives from the Authority. The selected Respondent(s) agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following

written approval of the Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.

8.15 Disclosure of Authority Records

The Authority owns all records and documents generated by the selected Respondent(s) pursuant to the Agreement and the selected Respondent(s) agrees that it will not, without written approval by the Authority, disclose publicly said records and documents.

9.0 Response Requirements

9.01 General Instructions

Respondents are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Solicitation. Responses sent by fax or e-mail will not be accepted. Any response received after the response deadline as stated in Section 4.0, Solicitation Schedule, will be deemed non-responsive and will be returned to the Respondent unopened.

Respondents must carefully review and address all of the evaluation factors outlined in this Solicitation as well as respond to all items contained in Appendix A, Proposal Response.

9.02 Number of Responses

- 1 Hard Copy Original (clearly marked “ORIGINAL”); and
- 6 Duplicate Hard Copies (clearly marked “COPY”); and
- 1 Compact disk (“CD”) or Universal Serial Bus portable flash memory card (“USB flash drive”) containing a copy of the original response Appendix A, Proposal Response, in Microsoft Office® or pdf format.

9.03 Delivery of Responses

The Authority’s office hours are Monday through Friday, 8:30 a.m. to 5:00 p.m., ET, excluding major holidays.

The delivery of the response to the Authority prior to the response deadline is solely and strictly the responsibility of the Respondent. Responses must be delivered to the physical location listed below prior to the response deadline as stated in Section 4.0, Solicitation Schedule. This location is not serviced by the U.S. Postal Service via regular mail. The Authority will in no way be responsible for delays caused by delivery services or for delays caused by any other occurrence. If you have any questions concerning the delivery of your response, contact Connie Mundzak, Procurement Agent, via email at CMundzak@TampaAirport.com or phone at 813-801-6040.

All responses must be sealed and labeled on the outside of the package as follows:

<p>SEALED SOLICITATION RESPONSE: Airport Shared Ride Services Request for Proposals No. 12-534-001</p>

Responses must be delivered as follows via courier or hand delivery:

Hillsborough County Aviation Authority
Tampa International Airport
4100 George J. Bean Pkwy, Suite 3311
Main Terminal, 3rd floor, blue side
Tampa, Florida 33607
Attn: Procurement Department
Connie Mundzak, Procurement Agent

Responses will be given a time and date receipt by Authority staff.

9.04 Execution of Proposal Responses

Responses must be executed by an official of the Respondent authorized to do so, as attested to in Appendix A, Proposal Response, Acknowledgement of Proposal.

9.05 Preparation of Responses

All questions must be completed in full and all requested information provided as a condition of this Solicitation. Responses must be:

- A. Typed.
- B. Printed on one side of the paper only.
- C. Bound in a three ring binder.
- D. Assembled in organized sections.
- E. Each section tabbed with the title and section number for each tab that corresponds with the tab titles and section numbers in Appendix A of this Solicitation:

Tab Example: Tab 1 – Respondent’s Information

9.06 Solicitation Process

This Solicitation will in no manner be construed as a commitment on the part of the Authority to award an Agreement. The Authority reserves the right to reject any or all responses; to waive minor irregularities in this Solicitation process or in the responses thereto; to re-advertise this Solicitation; to postpone or cancel this Solicitation process; to negotiate, select or procure parts of services; to change or modify the Solicitation schedule at any time; and to negotiate an Agreement with another Respondent if an Agreement can not be negotiated with the selected Respondent(s) or if the selected Respondent(s) performance does not meet the requirements in this Solicitation or the Agreement.

9.07 Cost of Preparation

All costs associated with preparing and delivering a response to this Solicitation, and any interviews as part of the process, will be borne entirely by the Respondent. The Authority will not compensate the Respondent for any expenses incurred by the Respondent as a result of this Solicitation process.

9.08 Solicitation Compliance

It is the responsibility of each Respondent to examine carefully this Solicitation and to judge for itself all of the circumstances and conditions which may affect its response. Any data furnished by the Authority is for informational purposes only and is not warranted. The Respondent's use of any such information will be at the Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and be completely knowledgeable of the terms and conditions of this Solicitation and all its attachments, appendices, exhibits and addenda, the operational conditions, or any other relevant documents or information will not relieve the Respondent from fully complying with this Solicitation. Responses submitted early by Respondents may be withdrawn or modified prior to the response deadline. Such requests must be in writing to CMundzak@TampaAirport.com. Modifications received after the proposal response deadline will not be considered.

9.09 Solicitation Inquiries and Addenda

A. Each Respondent must examine this Solicitation, which incorporates all its addenda, appendices, exhibits and attachments, to determine if the requirements are clearly stated. All questions concerning the Solicitation documents, such as discrepancies, omissions and exceptions to any term or condition, must be submitted in writing to: CMundzak@TampaAirport.com. If the Respondent requests modifications to the Solicitation documents, the Respondent must provide detailed justification for each modification requested. The Authority will determine what changes will be acceptable to the Authority and changes approved by the Authority will be issued in a written addendum as outlined in (B) below. No oral interpretation or clarification of the Solicitation documents will be made to any Respondent. It is the responsibility of the Respondent to verify the Authority received its question or modification request concerning this Solicitation. To be given consideration, questions and modification requests must be received prior to the question/clarification deadline as stated in Section 4.0, Solicitation Schedule.

B. All interpretations of and modifications to this Solicitation, including all its addenda, appendices, exhibits and attachments, and any supplemental instructions, will be in the form of a written addendum in order that all Respondents will be given the opportunity of proposing to the same specifications. Any issued addenda will be posted on the Authority's website by the close of business on the date stated in Section 4.0, Solicitation Schedule.

Each Respondent will be responsible for monitoring the Authority's website at http://tampaairport.com/airport_business/opportunities/bid.asp for new or changing information relative to this Solicitation and for including all issued addenda in its response submission. Failure of any Respondent to include an issued addendum in its response will not relieve the Respondent from any obligation contained therein.

9.10 Execution of Agreement

By submitting a response to this Solicitation, the Respondent is deemed to have accepted the terms and conditions of this Solicitation, which incorporates all its addenda, appendices, exhibits, and attachments, in its entirety and is prepared to sign the Agreement as written.

9.11 Disclosure

The Respondent warrants that the response submitted is not made in the interest of or on behalf of any undisclosed party; that the Respondent has not, directly or indirectly, induced any other Respondent to submit a false response; or that the Respondent has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the Agreement for the privileges granted herein.

9.12 Opening

There will be no formal response opening for this Solicitation. Responses will be opened and evaluated after the response deadline stated in Section 4.0, Solicitation Schedule.

9.13 Supplemental Information

The Authority reserves the right to request any supplementary information it deems necessary to evaluate the Respondent's response and clarify or substantiate any area contained in the Respondent's response or supplemental information provided by the Respondent as part of the evaluation process.

10.0 Proposal Response

In order to ensure consistency, Respondents must submit a completed copy of Appendix A, Proposal Response, along with any required appendices, attachments, acknowledgments, or documentation, as its response to this Solicitation. Use of any other forms may render the Respondent's proposal response void.

Each section of the submitted response must be tabbed in accordance with the outline in Appendix A. Responses should be concise, but contain sufficient detail to determine the level of experience and capabilities of the Respondent and its applicable staff.

Appendix A

Proposal Response

This document is provided separately as a form document and is located with the Airport Shared Ride RFP No. 12-534-001 on the Authority's website.

Hillsborough County Aviation Authority

APPENDIX B

AIRPORT SHARED RIDE SERVICES AGREEMENT
AT
TAMPA INTERNATIONAL AIRPORT

COMPANY: _____

Term Date: August 1, 2012 through July 31, 2017

Board Date: April 5, 2012

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
AGREEMENT FOR AIRPORT SHARED RIDE SERVICES

This Agreement for Airport Shared Ride Services (hereinafter referred to as "Agreement") is made and entered into this ____ day of _____ 2012 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as "Authority"), and _____, a _____ corporation, authorized to do business in the State of Florida, (hereinafter referred to as "Company"), (collectively hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, Authority desires to retain a firm to provide shared ride services for passengers traveling to and from the Airport and a specified service area; and

WHEREAS, Company agrees to provide said services to Authority.

NOW, THEREFORE, the parties hereto mutually agree and covenant that Company will render the following services and other services as may be requested from time to time.

ARTICLE 1

RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2

SERVICES

2.01 Granting of Right and Privilege

Authority hereby grants to Company the non-exclusive right and privilege to provide shared ride services ("Shared Ride Services") to passengers traveling to and from the Airport and the following designated service area(s) _____ hereinafter referred to as "Service Area(s)". Company hereby agrees to provide the Share Ride Services in the Service Area(s) as outlined in Section 2.02 below. Company also understands and agrees that other Authority-authorized for hire transportation providers with proper permits are allowed to pick up their properly pre-reserved customers and deliver to points within the Service Area(s).

2.02 Scope of Services

Company agrees to provide the services set forth in Attachment 1, Scope of Services, which is attached hereto and made a part hereof. Services will be undertaken only under the direction of Authority's Deputy Director of Operations-Parking and Ground Transportation.

2.03 Authority's Contact Persons

Authority's Deputy Director of Operations-Parking and Ground Transportation will be responsible for notifying Company regarding the required services and will be Company's primary contacts for all services under this Agreement.

2.04 Company's General Manager

Company has designated _____ as the individual to be assigned to Authority's account ("General Manager") who will be responsible for managing the services outlined in Attachment 1, Scope of Services, and for filing all required reports with Authority.

Company must not remove such General Manager from providing the services contemplated by this Agreement; provided however, that the removal of such personnel due to their incapacity, voluntary termination or termination due to just cause will not constitute a violation of this Article. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the General Manager being replaced. Company will not make any personnel changes of the General Manager until written notice is made to and approved by Authority's Deputy Director of Operations-Parking and Ground Transportation.

2.05 Company/Subcontractor Relationship

Except as may be otherwise provided, Company will not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written approval of Authority. If so approved, Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.

2.06 Conflict in Service

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

ARTICLE 3

TERM

3.01 Effective Date

This Agreement will become effective upon execution by Company and approval and execution by Authority.

3.02 Term

The Term of this Agreement commences on August 1, 2012 and will continue until July 31, 2017 unless terminated earlier as provided herein.

3.03 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for three one-year periods at the discretion of Authority's Board of Directors ("Board"). Such renewal will be effective by amendment to this Agreement. If all such renewal options are exercised and approved by Authority's Board, this Agreement will have a final termination date of July 31, 2020.

3.04 Early Termination of Agreement

Authority may cancel this Agreement immediately, and without notice, for cause, and may terminate without cause at any time upon 30 days written notice to Company.

ARTICLE 4

FEES AND REPORTS

4.01 Privilege Fee/Annual Adjustment

As consideration for the privileges granted hereunder, Company will pay to Authority, throughout the term of this Agreement, in lawful money of the United States of America, a sum of money which represents the greater of the minimum annual privilege fee ("MAPF") or an annual deplaned passenger fee ("ADPF") as described below in Subsection 4.02, Items A and B.

4.02 Method of Payment

A. MAPF

Company will pay to Authority an amount equal to one-twelfth (1/12th) of the annual MAPF due on or before the first day of each calendar month during the term, without demand. For any period of less than one calendar month, the MAPF will be calculated on a pro rata basis.

Service Area	Annual MAPF	Monthly MAPF
	\$	\$

B. ADPF

In addition to the MAPF, Company will pay to Authority an ADPF amount, if any, which exceeds the MAPF calculated by multiplying the Service Area ADPF multiplier listed below times the number of passengers deplaned at the Airport for the immediately preceding 12 month period based on statistical reports provided to Authority by the airlines operating at the Airport.

Service Area	ADPF Multiplier
Hillsborough County	\$0.0121
Pasco/Hernando Counties	\$0.0055
Pinellas County	\$0.0412

The 12-month contract year of the Agreement is August 1 through July 31. At the end of each 12-month contract year through the term of this Agreement, Authority will prepare and submit to Company a statement showing the total number of deplaned passengers along with the total ADPF due for the previous 12 months for Company's assigned Service Area(s). If the ADPF due to Authority for each assigned Service Area exceeds the MAPF for that Service Area, Authority will submit to Company an invoice for the difference and Company will pay the difference, in full, within 15 days from the date of the invoice.

4.03 Delinquent Fees

Without waiving any other right or action available to Authority in the event of default of Company's payment of charges or fees hereunder, and in the event Company is delinquent in paying to Authority any such charges or fees, for a period of five business days after the payment is due, Authority reserves the right to charge that Company interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus 4 percent (FRBNY prime +4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.

4.04 Monthly Activity Reports

On or before the 10th of each month, Company will submit to Authority a full report of its activities during the previous month, on forms supplied by Authority, showing the total number of passengers carried by Company to and from Airport, the total number of trips made by Company's vehicles to and from the Airport and the total gross receipts collected by Company for all such activities conducted. Failure of Company to furnish monthly activity reports in a timely manner will be considered a breach of this Agreement. Authority reserves the right to reasonably modify the monthly activity report forms from time to time and to obtain additional information, and Company agrees to comply with such modifications and provide such additional information upon request by Authority.

ARTICLE 5
ACCOUNTING RECORDS AND AUDIT

5.01 Books and Records

- A. Company will maintain during the term of this Agreement all books of account and records customarily used in this type of business operation, in conformity with generally accepted accounting principles, and for such period of time thereafter as provided herein, unless otherwise approved by Authority.

- B. Company will maintain records that include but are not limited to total gross receipts from services rendered, daily transaction records, reports and accounts receivable. Company will store records to provide reasonable and expeditious access for audit purposes hereunder.

- C. Company will provide Authority's duly-authorized representative free and unrestricted access to all records of Company or its parent or subsidiaries associated with or related to the operation the Shared Ride Services during normal business hours. Records associated with or related to the operation of the Shared Ride Services will be available for a period of three years following the end of the term of this Agreement. Company will not destroy any records pertaining to the operation of the Shared Ride Services at the Airport without the express written permission of Authority. In those situations where Company's records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), Company agrees to provide Authority's representative with extracts of data files in a computer readable format on data disks or suitable alternative computer data exchange formats at no additional cost.

- D. Company will also allow Authority's representative to interview all current or former employees, owners and subcontractors to discuss matters pertinent to the performance of this Agreement. Company agrees to include these provisions granting Authority access to business records in its future contracts with subcontractors relating to the Shared Ride Services. Company agrees to allow Authority direct access to subcontractors and service providers and will allow these companies to correspond with Authority directly. If delays or additional costs are incurred in connection with such audit, which are caused by Company, Company will be responsible for such additional costs.

5.02 Audit By Authority

Authority may at any time conduct an audit of Company's records to assess compliance and performance with the Agreement. This includes reviewing all financial records, corporate tax

returns, payroll records, and insurance policies. Company agrees to provide all records in relation to the Shared Ride Services at the Airport during business hours, upon request by Authority.

ARTICLE 6
SECURITY FOR PAYMENT

6.01 Security Options

To secure payment for fees and payments required hereunder, Company will comply with either of the following two options prior to commencing operations hereunder and maintain such security in effect during the term of this Agreement:

- A. Company will post with Authority a separate surety bond to be maintained throughout the term of this Agreement in an amount equal to the fees and charges payable to Authority hereunder for a period of three months. Such bond will be issued by a surety company acceptable to Authority and authorized to do business in the State of Florida, and will be in a form and content satisfactory to Authority; or

- B. Company will deliver to Authority a separate irrevocable letter of credit drawn in favor of Authority upon a bank which is satisfactory to Authority and which is authorized to do business in the State of Florida. Said irrevocable letter of credit will be in an amount equal to the fees and charges payable to Authority hereunder for a period of three months.

6.02 Rights and Remedies

In the event Company fails to perform the payment terms and conditions of this Agreement, Authority, in addition to any other rights and remedies available to Authority at law or in equity, may at any time apply the security or any part thereof toward the payment of Company's obligations under this Agreement. In such an event, within five days after notice, Company will restore the security to its original amount. Authority will not be required to pay Company any interest on the security.

6.03 Satisfactory Performance

Any release of liability of the surety bond or irrevocable letter of credit required pursuant to this Article will be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire term of this Agreement and continued for one year after the termination or expiration of this Agreement. The release of liability of the surety bond or irrevocable letter of credit will not occur until Authority has successfully conducted an audit in accordance with this Agreement and Company has paid Authority all amounts due and owing in full. Notwithstanding the above, security pursuant to Subsection 6.01 will at all times be current.

ARTICLE 7
OWNERSHIP OF DOCUMENTS

All statements, records, schedules, working papers, and memoranda made by Company or its employees incident to, or in the course of, professional services to Authority, except the reports submitted by Company to Authority and except for records which are part of Authority 's records, will be and remain the property of Authority.

ARTICLE 8
QUALITY ASSURANCE

Company will be solely responsible for the quality of all work performed by Company, its employees or its subcontractors under this Agreement. All services furnished by Company, its employees or its subcontractors must be performed in accordance with best management practices and professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's services and deliverables must conform with all applicable federal and State laws, regulations and ordinances.

ARTICLE 9
NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, other advisors to perform work similar to or the same as that which is within Company's scope of work under this Agreement. Company further acknowledges that this Agreement is not a guarantee of the assignment of any work and that the assignment of work to various advisors is solely within Authority's discretion.

ARTICLE 10
DEFAULT AND TERMINATION RIGHTS

10.01 Events of Default

Company will be deemed to be in default of this Agreement upon the occurrence of any of the following:

- A. The failure or omission by Company to carry out duties under this Agreement or the breach of any terms, conditions and covenants required herein.

- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement.

- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The insolvency of Company; or if Company takes the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's non-compliance with Florida Statute Section 287.133 – Concerning Criminal Activity on Contracts with Public Entities.

10.02 Authority's Remedies

In the event of any of the foregoing events of default, Authority may immediately terminate Company's rights under this Agreement and Company will remain liable for all damages suffered by Authority. The exercise of this remedy does not preclude the exercise of any other remedies provided by law.

ARTICLE 11 INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages, including but not limited to, attorney's fees and court costs, and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Airport; Company's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any

governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend Authority, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article will survive the termination of this Agreement. Compliance with insurance requirements under this Agreement will not relieve Company of its liability or obligation to indemnify, hold harmless and defend Authority as set forth in this Article.

ARTICLE 12 DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Company may gain access to or be in possession of in providing the services of this Agreement. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the services of this Agreement by such personnel.

Company will adhere to and abide by the security measures and procedures established by Authority. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and

- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 13
NON-DISCLOSURE

All written and oral information and materials (the "Information") disclosed or provided by Authority to Company under this Agreement will not be disclosed by Company, whether or not provided before or after the date of this Agreement.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Agreement. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Agreement. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and the obligation will last indefinitely.

ARTICLE 14
INSURANCE

14.01 Insurance Terms and Conditions

The following minimum limits and coverage will be maintained by Company throughout the term of this Agreement. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability and property policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority is an additional insured.

14.02 Required Coverage – Minimum Limits

A. Commercial General Liability

The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection

with, operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company are:

	Agreement Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

B. Workers' Compensation and Employer's Liability Insurance

The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One (Workers' Compensation)	Florida Statutory
Part Two (Employer's Liability)	
Each Accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

C. Business Automobile Liability Insurance

The minimum limits of Business Auto Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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14.03 Conditions of Acceptance

This Agreement incorporates by reference Authority's Operating Directive concerning contractual insurance terms and conditions in effect as of the date of this Agreement, as may be amended from time to time.

ARTICLE 15
TAXES AND LICENSES

15.01 Taxes

Company will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and ad valorem taxes of any kind, levied against the Kiosk, and any improvements thereto, or which result from Company's occupancy or use of the Kiosk, or assessed on any payments made by Company hereunder, or which result from Company's performance of the services under this Agreement, whether levied against Company or Authority. Company will pay the taxes, fees, or assessments reflected in a notice Company receives from Authority within 30 days after Company's receipt of that notice or within the time period prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority in such instance. Company may reserve the right to contest such taxes, fees, or

assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the Kiosk or any improvements thereon or in a direct liability on the part of Authority.

15.02 Permits and Licenses

Company will obtain and maintain throughout the term, all permits, licenses, or other authorizations required in connection with the operation of its business under this Agreement and/or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

ARTICLE 16

INVALIDITY OF CLAUSES

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

ARTICLE 17

NONDISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR part 152, subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person will be excluded from participating in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Company, if required by such regulations, will provide assurances to Authority that Company will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.

Company, 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, or national origin will 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, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the requirements of 49 CFR 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.

In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Agreement and to re-enter as if said Agreement had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 18

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

18.01 Authority's Policy

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities (hereinafter referred to as "ACDBE Program") in accordance with U. S. Department of Transportation's (DOT) 49 Code of Federal Regulations (CFR) part 23, effective April 21, 2005, as may be amended. In advancing Authority's policy, Company agrees to ensure that ACDBEs, as defined in 49 CFR part 23 and Authority's ACDBE Program, have the maximum opportunity to participate in the performance of this Agreement. Company will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under this Agreement.

18.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of 49 CFR part 23 in the award and administration of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.
- B. This Agreement is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR part 23. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

18.03 ACDBE Participation and Compliance

- A. ACDBE Goal: No specific goal for ACDBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with the requirements of Authority's ACDBE Policy and Program, throughout the term of this Agreement to contract with ACDBE firms certified with the Florida Unified Certification Program in the performance of this Agreement.

- B. ACDBE Termination and Substitution: Company will not terminate an ACDBE for convenience without Authority's prior written consent. If an ACDBE is terminated by Company with Authority's consent or because of the ACDBE's default, then Company must make a good faith effort, in accordance with the requirements of 49 CFR part 23.25(e)(1)(iii) and (iv) to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.

- C. Monitoring: Authority will monitor the compliance and good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the ACDBE participant, and other records pertaining to the ACDBE participation plan, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.

- D. Prompt Payment: Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.

ARTICLE 19
AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Chapter 11, "Florida Accessibility Code for Building Construction;" and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 20
FAA APPROVAL

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

ARTICLE 21
RIGHT TO AMEND

In the event that the FAA, or its successors, requires modifications of changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company 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 to obtain such funds; provided, however, in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 22
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

ARTICLE 23
SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, 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.

ARTICLE 24
HEADINGS

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 25
ASSIGNMENT

Company will not assign or subcontract this Agreement without the prior written consent of Authority.

ARTICLE 26
INGRESS AND EGRESS

26.01 Use of Public Way

Company will have the right of ingress to and egress from Airport and/or Premises for Company's officers, employees, agents, and invitees, including Company's customers, suppliers, and contractors. Company's right of ingress and egress will be subject to FAA regulations, applicable laws, and Authority's rules and regulations and Operating Directives governing the general public and access to non-public areas.

26.02 Methods of Ingress or Egress

Authority may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any method of ingress to or egress from Airport and Premises, so long as a reasonably equivalent means of ingress and egress is available to Company. Company hereby

releases and discharges Authority from any and all claims, demands, or causes of action that Company may have arising out of such a closing or re-routing.

ARTICLE 27

APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against Authority and its officers, board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 28

ATTORNEYS' FEES AND COSTS

In the event legal action is required by Authority to enforce this Agreement, Authority will be entitled to recover costs and attorneys' fees, including in-house attorney time (fees) and appellate fees.

ARTICLE 29

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows 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.

TO AUTHORITY:

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

P.O. Box 22287

TAMPA, FLORIDA 33622-2287

ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

TAMPA INTERNATIONAL AIRPORT

TO COMPANY:

(MAIL DELIVERY)

(HAND DELIVERY)

MAIN TERMINAL, 3RD FLOOR, BLUE SIDE
4100 GEORGE J. BEAN PARKWAY
TAMPA, FLORIDA 33607
ATTN: CHIEF EXECUTIVE OFFICER

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 30
RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 31
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors and those under its control will comply with safety, operational, or security measures required of Company or Authority by the FAA or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of the invoice or written notice.

ARTICLE 32
TIME IS OF THE ESSENCE

Time is of the essence for this Agreement.

ARTICLE 33
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto.

ARTICLE 34
COMPLETE AGREEMENT

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 35
MISCELLANEOUS

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

ARTICLE 36
ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- (1) Terms and conditions as contained in this Agreement;
- (2) RFP No. 12-534-001, Airport Shared Ride Services, dated December 28, 2011, and all its addenda;
- (3) Company's response to RFP No. 12-534-001, and any subsequent information submitted by Company during the evaluation process.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2012.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Joseph F. Diaco, MD, Secretary

BY: _____
Steven G. Burton, Chairman

Address: PO Box 22287
Tampa FL

Address PO Box 22287
: Tampa FL

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Steven G. Burton in the capacity of Chairman of the Board of Directors and Joseph F. Diaco, MD in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

COMPANY

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

COMPANY

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this ____ day of _____, 2012, by

_____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a corporation, on its behalf _____
(Company Name) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

ATTACHMENT 1
Scope of Services

As required by Authority, Company will provide services, personnel and vehicles to include, but not be limited to the following:

A. Hours of Operation

Company will serve all scheduled air carrier passenger flights at the Airport with a number of vehicles sufficient to meet all reasonable demands for the transportation of customers between the Airport and any point within the Service Area(s). In addition, Company will supply sufficient vehicles to meet additional flights if called upon to do so after reasonable notice to Company by Authority.

B. Service Standards

Company will provide a high level of service and comply with the following service standards.

- (1) Provide all services under this Agreement on a fair, nondiscriminatory, and reasonable basis to all customers.
- (2) Provide for the prompt dispatch of customers from the Airport in a reasonable and timely manner regardless of such customers' reservation status or desired destination within the Service Area(s).
- (3) Provide customers reasonable and timely service to the Airport from points in the Service Area(s).
- (4) Company will be solely responsible for the quality of all work performed by Company or its subcontractors under this Agreement. All services furnished by Company or its subcontractors will be performed in accordance with best management practices and professional judgment, in a timely manner, and will be fit and suitable for the purposes intended by Authority. Company's services and deliverables will conform with all applicable federal and state laws, regulations and ordinances. Company will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this Agreement.
- (5) Provide wheelchair accessible transportation in accordance with the Americans with Disabilities Act ("ADA"). The provision of such service will be equivalent to Company service provided to other customers with respect to response time, fare structure, service

hours, trip length and routing. Vehicles used to provide the wheelchair accessible service are not required to meet the capacity criteria established for shared ride vehicles in Item F(1)(a) below. The wheelchair accessible service hereunder may be provided through a subcontractor, or through a specially equipped wheelchair accessible vehicle operated by Company as approved in writing by Authority. Any subcontractor providing such service on behalf of Company will comply with all applicable rules, regulations, and operating directives and the requirements of this Agreement that apply to Company, including but not limited to applicable insurance requirements. Upon request by Authority, Company will furnish proof of compliance with all applicable provisions of ADA.

C. Loading and Unloading Customers

(1) Non-Exclusive Loading Areas

Authority has designated non-exclusive customer pickup and loading areas that are located in the four ground transportation centers, hereinafter referred to as "Centers". Customer pickup and loading is not allowed in any other location at the Airport. The Centers are more specifically depicted on Attachment 1-A, Ground Transportation Centers and Kiosks, dated October 2011, which is attached hereto and made a part hereof. Authority reserves the right to re-designate customer pickup and loading areas at its sole discretion.

(2) Drop Off Areas

Company may drop off passengers on the ticketing/departure level of the main terminal building ("Main Terminal") only.

(3) Staging Areas

Staging areas are designated on Attachment 1-B, Staging Areas, dated October 2011, which is attached hereto and made a part hereof. Authority reserves the right to re-designate the staging areas at its sole discretion. Vehicle staging is not permitted on the curbside at the baggage/arrival level or ticketing/departure level of the Main Terminal.

D. Personnel

(1) Company's General Responsibilities

a. Maintain a sufficient number of properly trained personnel to ensure that the public receives prompt and courteous service at all times.

- b. Provide key personnel for the management of the Shared Ride Services that include managers, supervisors and dispatchers.
- c. Provide dispatcher on-site at the Airport until all flights are met.
- d. Ensure that Company's drivers, dispatchers, subcontractors, agents or representatives provide a high standard of service to the public. Compliance of Company with this performance obligation will be determined by Authority, in its sole discretion.
- e. Remove from the Airport, or cause the removal of, any employee(s) who participates in acts of misconduct, or who does not meet the standards specified in this paragraph. Company will be solely responsible for the conduct and performance of its employees, agents, subcontractors, agents or representatives in the performance of the Agreement.
- f. Ensure that its employees enter the Main Terminal solely to utilize the restroom or concession facilities. Employees will not be permitted to loiter in the Main Terminal or utilize the public seating areas of the Main Terminal.

(2) Employee Conduct

Employees will be responsible for complying with the following.

- a. Provide a high level of service to all customers.
- b. Assist and direct prospective passengers when asked for information including, but not limited to, information about other transportation company's pre-reserved customers.
- c. Abide by all of the rules and regulations of Authority as presently constituted or as later established or amended.
- d. Be able to communicate effectively in English.
- e. Be clean, neat in appearance, and courteous.

- f. Be appropriately attired in a uniform-type shirt that includes Company's name and the name of the employee.
- g. Use appropriate language and not act in a loud, boisterous or otherwise improper manner.
- h. Will not loiter or solicit customers.

(3) Drivers and Dispatchers

Company will employ or permit the employment of only properly licensed drivers and trained dispatchers.

(4) General Manager

The management and operation of Company's business at the Airport will be, at all times during the term hereof, under the supervision and direction of the individual assigned to manage the operation of the Service Area(s) ("General Manager") on behalf of Company. The General Manager will be subject, at all times, to the direction and control of Company. The General Manager will be available to respond to the Airport during normal business hours and at other times as required. Company will, at all times during the absence of the General Manager, assign or cause to be assigned a qualified subordinate to be in charge of the operations at the Airport who will be available to act in the same capacity, and in the same manner, on behalf of Company as the General Manager.

E. Kiosk and Dispatcher Kiosk

Authority provides a customer service kiosk ("Kiosk") in each Center. The Kiosks include phone and data lines. All equipment, office supplies, and phone and data line costs are the responsibility of Company. Company will be assigned one Kiosk as a central base of operation for Company's dispatcher on the Airport ("Dispatcher Kiosk"). Access to a Kiosk in each of the other three Centers, which may be on a shared use basis, will also be provided to Company. Company will either staff the appropriate Kiosk in each Center with dispatcher personnel or provide communication easily accessible to the public to a dispatcher in the Dispatcher Kiosk. The Kiosks have considerable visibility to Airport customers, including potential walk up customers without a prior reservation requesting transportation to a Service Area. The Kiosks are more specifically depicted on Attachment 1-A. Authority reserves the right to relocate or reassign the Kiosks at any time.

F. Vehicles

All vehicles used at the Airport to provide the required services will meet the following criteria and will be subject to approval by Authority.

(1) Specifications

Provide commercial motor vehicles to transport customers and their luggage that meet the specifications listed below, subject to approval by Authority.

- a. 15 passenger maximum capacity.
- b. A maximum of 25 feet in length.
- c. No more than five model years old.
- d. Air-conditioned.
- e. Clearly marked on both sides to show the Service Area served by that vehicle.
- f. Clearly marked with Company's name and telephone number.
- g. Distinctively painted.
- h. No fare-metering device installed.
- i. Other features common to first-class, late-model shared ride transportation.

(2) Maintenance

Vehicles will be clean, neat in appearance, safe for operation and subject to approval by Authority.

(3) Report

Upon request by Authority, Company will furnish a complete listing of all vehicles in service at the Airport that includes the year, make, model, mileage, capacity, a general description, and a photograph of each type of vehicle.

G. Rates

Company will charge such rates as are fair, reasonable and non-discriminatory. Company's initial rates will be submitted to Authority prior to commencement of this Agreement and be filed with

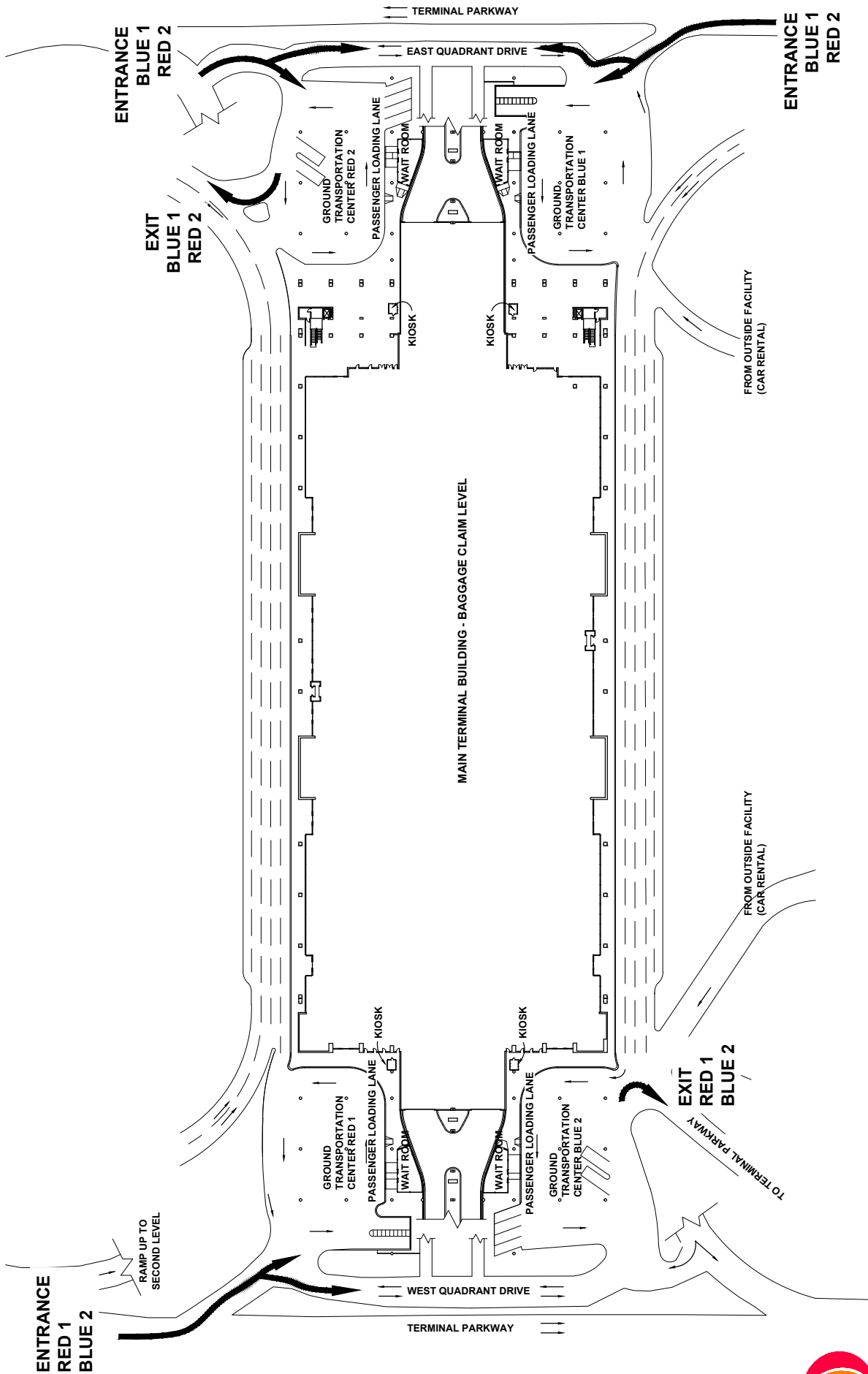
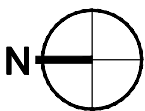
the Hillsborough County Public Transportation Commission in accordance with applicable regulations. Thereafter, any changes in the rates must be submitted to Authority at least 30 days in advance of the effective date of such change and similarly submitted or filed with the Hillsborough County Public Transportation Commission. Rates to various representative points within the Service Area(s) will be conspicuously posted at the Kiosk in each of the Centers for passengers to see prior to making arrangements for transportation. A convenient pocket-sized rate information handout will be available at Company's assigned Kiosk. All rate schedules will include every major destination and all portions of the Service Area(s).

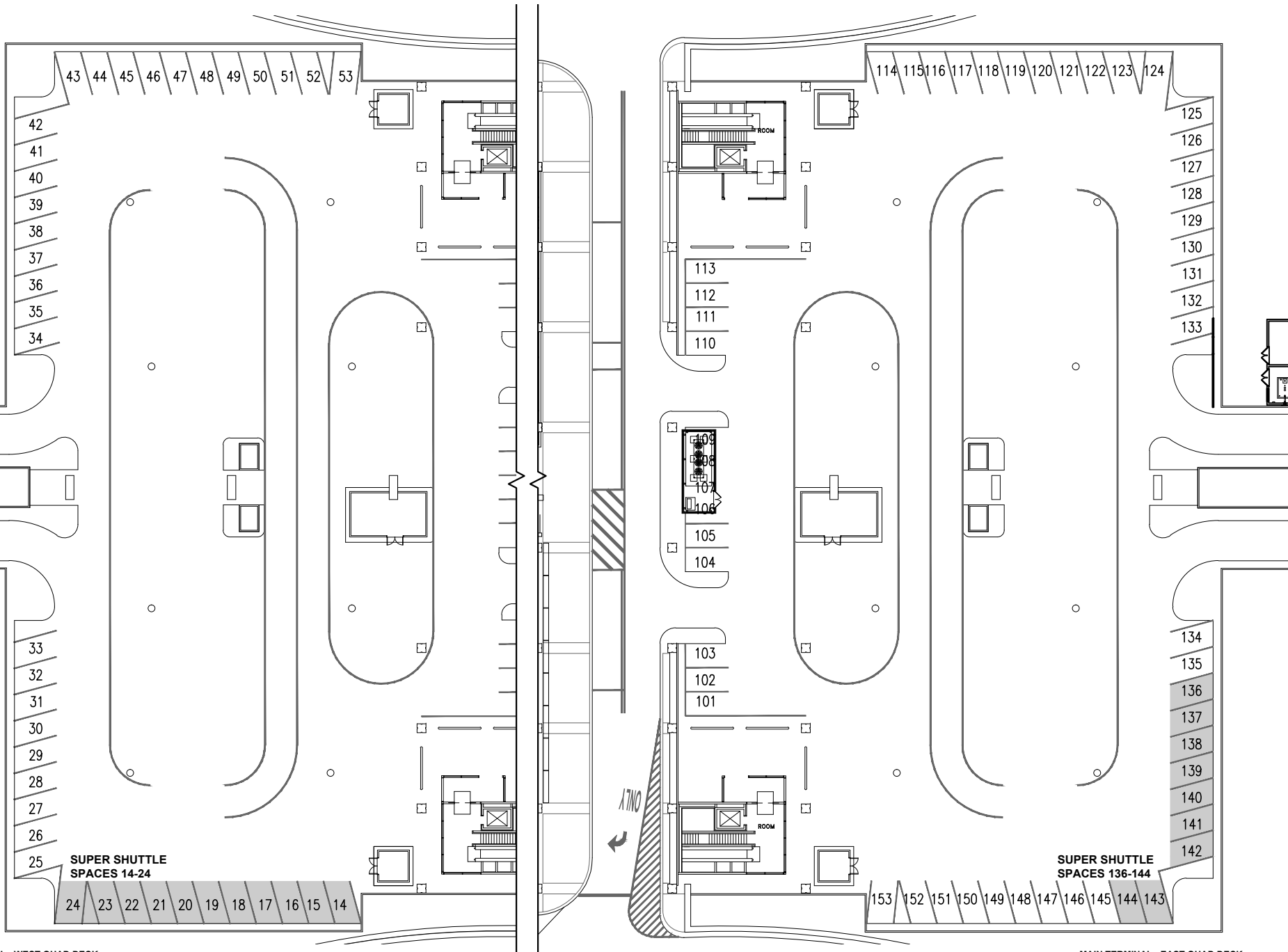
H. Signage

No signs will be installed by Company on or about Airport. All signs determined by Authority to be needed for Company's operations at the Airport will be provided by Authority. Company may be allowed or be required by Authority to put up internal signage in its Kiosk(s). The size, design, and graphic character of these signs will be determined and approved by Authority, in its sole discretion.

I. Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's equipment. Should interference occur as a result of Company's installation, Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.





MAIN TERMINAL - WEST QUAD DECK

MAIN TERMINAL - EAST QUAD DECK