

WALK ON #1

AIR

# BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. WORDING FOR AGENDA: Request Board approve a Request for Proposals for the operation of a Demand Taxicab Concession for the Southwest Florida International Airport.	2. SUBJECT CATEGORY: Budgeting, Purchases, Contracts, and Agreements  <b>WO #1</b>
	3. MEETING DATE: <b>01-17-2006</b>

4. AGENDA:  <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <b>TIME REQUIRED:</b> (Public Only)	5. REQUIREMENT/PURPOSE: (Specify)  <input type="checkbox"/> STATUTE _____ <input type="checkbox"/> ORDINANCE _____ <input type="checkbox"/> ADMIN.CODE _____ <input type="checkbox"/> OTHER _____	6. REQUESTOR OF INFORMATION: A. (ALL REQUESTS) NAME <u>Peter B. Modys</u> DEPT. <u>Aviation</u> B. (PUBLIC ONLY) CITIZEN NAME _____ CITIZEN PHONE _____
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**7. BACKGROUND:**  
On December 20, 2005, the Board directed staff to prepare a Request for Proposals for the operation of a Demand Taxicab concession at the Southwest Florida International Airport.

Attached is staff's proposal package defining the minimum qualifications, experience, and operational standards that qualified firms or individuals must meet in order to be considered eligible to provide this service under a new concession contract with the Port Authority.

**8. RECOMMENDED ACTION:**  
Recommend Board approve a Request for Proposals for the operation of a Demand Taxicab Concession for the Southwest Florida International Airport.

9. RECOMMENDED APPROVAL					
DIVISION DIRECTOR	GENERAL SERVICES	FINANCE	PORT ATTORNEY	DEPUTY EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR
<i>Peter B. Modys</i>	<i>Timothy B. ...</i>	<i>B. ...</i>	<i>...</i>	<i>...</i>	<i>...</i>

10. SPECIAL MANAGEMENT COMMITTEE ACTION:  <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> DEFERRED <input type="checkbox"/> OTHER  _____ Chairman	11. PORT AUTHORITY ACTION:  <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> DEFERRED <input type="checkbox"/> OTHER
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**Schedule  
Request for Proposals  
Demand Taxicab Concession  
January 11, 2006**

Advertise Request for Proposal	January 20 and 24, 2006
Conduct Preproposal Meeting	January 26, 2006
Receive Questions from Proposing Firms	January 31, 2006
Issue Addendum (if necessary)	February 3, 2006
Receive Proposals	March 3, 2006
Proposals Presented to Airports Special Management Committee	March 27, 2006

LEE COUNTY PORT AUTHORITY

PAP 06-07, REQUEST FOR PROPOSALS FOR AN ON-DEMAND TAXICAB CONCESSION  
TO SERVE THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

I. INSTRUCTIONS TO PROPOSERS

The Lee County Port Authority (Authority) invites proposals from interested parties for an On-Demand Taxicab Concessionaire to operate at the Southwest Florida International Airport in Fort Myers, Florida.

The Authority will select for award one (1) proposal from among those submitted by the qualified parties responding to this Request For Proposals (RFP). The Authority specifically reserves the right to reject any or all proposals, to waive technicalities, to make inquiries and to request additional information from all Proposers, to negotiate the terms of the proposal deemed most favorable to the Authority, and to select the proposal, which in the Authority's sole discretion, is judged to be in the best interest of the Authority. The Authority also reserves the right to resolicit for proposals if all proposals are rejected.

**The Authority will accept proposals until 2:00 p.m., local time, Friday, March 3, 2006.**

Proposals shall be sealed and clearly marked on the outside "PAP 06-07, Request for Proposals for an On-Demand Taxicab Concession to Serve the Southwest Florida International Airport" with the Proposer's name and address and delivered to the following location:

Lee County Port Authority, Purchasing Office  
11000 Terminal Access Road, Suite 8671  
Mezzanine, 3<sup>rd</sup> floor  
Fort Myers, Florida 33913

*Visit the Southwest Florida International Airport Home Page at [www.flylcpa.com](http://www.flylcpa.com) for other current and future procurement opportunities.*

## II. AMERICANS WITH DISABILITIES ACT NOTICE

Any person needing special accommodations for attendance at any preproposal conference, oral presentation and/or the public opening should contact Sandra Kennedy, Sr. Purchasing Agent, Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, telephone (239) 590-4557, fax (239) 590-4548, e-mail [slkennedy@flylcpa.com](mailto:slkennedy@flylcpa.com) at least seven (7) days before the scheduled meeting.

## III. INTRODUCTION

The Lee County Port Authority seeks a Concessionaire to operate an on-demand taxicab concession at the Southwest Florida International Airport (referred to as “RSW” and “Airport”). The purpose of this Request for Proposals is to award a demand taxicab concession to serve the Airport.

## IV. DEFINITIONS

- A. Agreement - The Concession Agreement between the Concessionaire and the Port Authority to manage and operate the demand taxicab system.
- B. Airport - The Southwest Florida International Airport, airport code RSW, located in Lee County, Florida.
- C. Airport Permit - The Airport sticker that will be provided to and is to be placed in the windshield of each taxicab authorized to pick up passengers at the Airport as a Permitted Vehicle under the Concession Agreement.
- D. Airport Terminal - The passenger terminal building or any future passenger terminal building constructed at the Airport.
- E. Proposer - The individual or business entity submitting a response to this Request for Proposals.
- F. Commencement Date – The date for commencing the new demand taxicab system at the Airport, on or about \_\_\_\_\_, 2006
- G. Commercial Ground Transportation Staging Building – A facility provided by the Authority for the common use of Ground Transportation Vehicle drivers waiting to serve airport passengers.
- H. Commercial Ground Transportation Staging Lot – A staging area provided by the Authority and used to park taxicabs and other Ground Transportation Vehicles prior to being called to the curbside passenger loading area.
- I. Concessionaire – Entity that manages and operates the demand taxicab system at the Airport on behalf of the Lee County Port Authority.

- J. Contract Year - The period beginning on the Commencement Date, and ending \_\_\_\_\_, 2007, and each twelve-month period thereafter, until the termination of the Agreement.
- K. County - Lee County, a political subdivision of the State of Florida.
- L. FAA - The Federal Aviation Administration (FAA), or any successor agency, as the governing body of the Airport industry.
- M. Ground Transportation Agent - A Port Authority employee who is responsible for customer assistance and oversight of the Concessionaire's activities.
- N. Handicapped-accessible Vehicle - A vehicle that can accommodate a passenger with disabilities with a wheelchair lift device or ramp and securing points for all wheelchairs on board.
- O. Operations Areas – The Ground Transportation Staging Building and Lot, the passenger loading areas, and any other area designated by the Authority from time to time where the Concessionaire may conduct taxicab operations. These areas are also used by non-demand ground transportation operators.
- P. Passenger Loading Area – The curbside area designated for taxicabs to pick up passengers at the Airport Terminal.
- Q. Permitted Vehicle - A demand taxicab that has received a permit to operate on Airport property under terms of the Concession Agreement.
- R. Port Authority - The Lee County Port Authority as the governing body for the Southwest Florida International Airport and all of the operations at the Airport.
- S. Privilege Fee – Amount paid by the Concessionaire to the Authority for the privilege of operating the demand taxicab concession.
- T. Trip Fee – The fee paid by the Concessionaire to the Port Authority for each demand taxicab trip originating at the Airport.
- U. Van - A Permitted Vehicle used in the operation of the demand taxicab system to accommodate passengers with large or excessive baggage, larger parties and, when properly configured, passengers with disabilities. A van will be considered any vehicle that is capable of safely and comfortably transporting seven (7) passengers (including the driver) or more, and the passengers' luggage.

## V. PROPOSAL REQUIREMENTS AND PERFORMANCE STANDARDS

### A. Payment to Authority

1. Concessionaire shall pay a \$2.00 Trip Fee to the Port Authority for each taxicab dispatched from the Airport Demand Taxicab Line. No amount other than \$2.00 is to be proposed.
2. Privilege fees shall be paid the Authority on a monthly basis. Monthly Trips, and the amount of the Privilege Fee due shall be made monthly based on the Port Authority's Automated Vehicle Identification System (AVI). The Monthly Privilege Fee shall be payable no later than the 15<sup>th</sup> day of the month following the reporting month. The Concessionaire shall also self-report taxi dispatches monthly, in a form acceptable to the Authority. The Port Authority may use the Concessionaire's system as an alternate means of determining the number of monthly trips originating from the Demand Taxicab Line. Regardless of the reporting method used, Concessionaire shall pay a Privilege Fee based on the higher number of trips counted for that month.
3. If Concessionaire's vehicles are not already equipped with Leeway transponders, transponders may be purchased from the Authority at an amount determined by the Authority.

### B. Operations

#### 1. Hours of Operation

The Concessionaire shall have qualified, competent and experienced staff on site to manage demand taxicab operations at the Airport at all reasonable times and during the periods of all departing and incoming flights. Taxicabs must be available to serve the demand taxicab operations at the Airport twenty-four (24) hours per day, seven (7) days a week, every day of the year.

#### 2. Service

##### a) Number of Taxicabs

The demand taxicab system will operate with an initial minimum of sixty (60) Permitted Vehicles.

The Port Authority may exercise its right to require the Concessionaire to expand or reduce the number of Permitted Vehicles in the demand taxicab system as necessary to adjust to the needs of demand customers.

b) Service Standard

No passenger shall wait more than ten (10) minutes for a taxicab.

c) Additional Taxicabs at Peak Times

The Concessionaire is responsible for providing additional taxicabs beyond the sixty (60) Permitted Vehicle fleet (or beyond any future Authority adjusted fleet size), when the Permitted Vehicles are not able to accommodate passenger demand. Additional taxicabs may be needed to meet unanticipated, or excessive passenger demand, surges of passengers, late and diverted flights, or other extenuating circumstances outside the Airport such as traffic congestion delaying the return of taxicabs to the Airport. In such instances Concessionaire may meet the increased demand by using other taxicabs in Concessionaire's fleet outside of the Airport temporarily. Any additional taxicabs must adhere to the same standards as those applicable to Concessionaire's original fleet of Permitted Vehicles.

d) Daily Operations Log

The Concessionaire will be required to maintain a daily operations log in a format approved by Authority for purposes of auditing the geographic distribution of passenger trips and such other purposes as the Authority may require. The Daily Operations Logs will include, at a minimum, the dispatch time and date, driver name, Permitted Vehicle number, destination of each trip, and the number of passengers served.

e) Fleet Mix Requirements

The Concessionaire is required to provide a fleet mix that adequately addresses the needs of the Airport's demand customers. Vans and handicapped-accessible vehicles shall be available upon request and as necessary to meet customer service standards identified herein.

f) Fare System

1) Zone Map

The Airport demand taxicab system will operate as a zone-based fare system using the Zone Fare Map approved by the Board of Port Commissioners on December 20, 2005. A copy of the Zone Fare Map is attached as Exhibit A. Concessionaire will accept all major credit cards.

2) Extra Passenger Fees

Extra Passenger Fees in the amount of \$10.00 may be assessed for each passenger over three (3) for a single trip.

3) Shared Rides

(a) Parties traveling to the same exact destination will split the zone fare.

(b) Parties traveling to different destinations in the same zone, will each be charged 75% of the zone fare.

(c) Parties traveling to different zones will each be charged full zone fare.

(d) Parties will not be required to share a ride involuntarily. Additional passenger charges do not apply to shared fares.

VI. DEMAND TAXICAB SYSTEM MANAGEMENT

The Concessionaire will be responsible for managing the demand taxicab ground transportation system. Management responsibilities will include being accountable for the level of customer service provided by the demand taxicab system, manning the dispatch positions, using a communication system that provides the dispatchers with the appropriate level of information to run a successful operation, managing the demand taxicab line and staging areas, and responding to and addressing complaints.

A. Concessionaire's Dispatchers

The Concessionaire shall employ dispatchers necessary to staff the Airport's Ground Transportation Booth during all times that demand taxicabs are to be dispatched. The dispatcher's function is to oversee the orderly operation of the Demand Taxicab Line, communicate with the public regarding demand taxicab services, maintain required records, and provide overall management and supervision of the demand taxicab system. In addition, the Concessionaire will be responsible for staffing of dispatchers to oversee the Commercial Ground Transportation Staging Building also. The Port Authority's agents will continue to have access as necessary to the Ground Transportation Booth.

B. Communication

The Concessionaire will be required to provide equipment allowing communication between the dispatchers and all Permitted Vehicles. All proposals



must include a plan for accomplishing two-way communication among the dispatchers and each of the Permitted Vehicles operating at the Airport, which must be approved by the Port Authority. The costs associated with purchase, installation and maintenance of the two-way communication system and the devices in the taxicabs will be the responsibility of the Concessionaire.

The Concessionaire shall also have an automated system to allow dispatchers to check road conditions, airline arrival/departure times and convention activities from the Ground Transportation Booth.

C. Ground Transportation Staging Building and Lot and Passenger Loading Area

Authority will provide various areas on the Airport for Concessionaire's operations, including a Ground Transportation Staging Building and Lot which may also be used by other transportation providers.

Concessionaire must provide dispatchers with a monitoring system that shows what taxicabs are available in the Ground Transportation Staging Lot.

The dispatchers should maintain a minimum of three (3) taxicabs in the Demand Taxicab Line, so long as the line can be accommodated in the space provided, in anticipation of passenger demand.

D. Dispute Resolution

Concessionaire must create a system to address grievances, disputes and passenger complaints. This system must identify the complainant, initiate an investigation as warranted, and present a resolution of the complaint for approval by the Port Authority. The Concessionaire is responsible to the Port Authority for satisfactory resolution of public complaints.

VII. LIQUIDATED DAMAGES

Should Concessionaire fail to meet the performance standards set out in the Request for Proposals, and the Concession Agreement, Authority may assess liquidated damages for each such failure as outlined in the Agreement.

VIII. RELATIONSHIP BETWEEN PORT AUTHORITY AND CONCESSIONAIRE

The Landside Operations Manager shall be Concessionaire's sole point of contact for operational and contractual issues.

IX. HISTORICAL DATA

Historic data for deplaned passengers at RSW can be obtained by accessing the Airport website at <http://www.flylcpa.com/pdfs/stats/Deplanement.pdf> and selecting Passenger Deplanements, or from the attached "Exhibit B," which provide the passenger

deplanement information for select years from 1988 to 2004. Fiscal Year 04-05 deplanements totaled 3,678,511 passengers.

X. MINIMUM QUALIFICATIONS – CONCESSIONAIRE, VEHICLES, DRIVERS

The Port Authority has set the following minimum qualifications for all proposers:

A. Concessionaire Qualifications

Concessionaire must:

1. Meet minimum insurance requirements as outlined in Section XIX.
2. Be licensed as a business to operate in Lee County, Florida.
3. Have three (3) years of experience in the operation or management of a taxicab company providing service to an airport comparable in size to the Southwest Florida International Airport.
4. Demonstrate financial ability to provide the required taxicab services.
5. Be able to provide taxicab services under the Concession Agreement without legal impediment.
6. Provide a bid bond of \$8,000, which represents five percent (5%) of the first year's estimated Trip Fees.
7. Upon award of the Concession Agreement, provide a Performance Guarantee of \$160,000.00, representing the first year's estimated Trip Fees.

B. Driver Qualifications

Drivers must:

1. Apply for, obtain and keep current a Ground Transportation Driver's Permit pursuant to the Airport Ground Transportation Policy.
2. Successfully complete a Port Authority driver screening and background check.
3. Wear Port Authority approved uniform.
4. Maintain a clean and neatly groomed appearance.
5. Assist customers with luggage.

6. Accept all trips dispatched from the Airport.
7. Work no more than 12 hours in any 24-hour period.
8. Attend required Port Authority training.
9. Speak and understand the English language.
10. Obey all State and local traffic laws and rules established by the Lee County Port Authority regarding taxicab and vehicle operations at the Airport.
11. Possess a current State of Florida Driver's License.

C. Vehicle Qualifications

Vehicles must be:

1. No more than eight (8) years old.
2. Painted uniformly in a distinct color and marking scheme approved by the Lee County Port Authority.
3. Equipped with working air-conditioning and windows.
4. Equipped with suitable two-way communication equipment capable of communicating with the Ground Transportation Booth and all Permitted Vehicles.
5. Free of interior and exterior damage.
6. Equipped with seatbelts for the driver and all passengers.
7. Approved and inspected by the Port Authority.

XI. CONCESSION AGREEMENT

The Port Authority intends to enter a Concession Agreement with the awarded proposer that is substantially similar in terms and conditions to the draft Concession Agreement attached as "Exhibit C." The Authority reserves the right to revise the draft Agreement as it deems appropriate to reflect this Request for Proposal, any Addenda and the prospective Concessionaire's Proposal.

The Agreement term will be for a period of three (3) years with the option to extend the agreement on the same terms and conditions for two (2) additional three (3) year terms at the sole discretion of the Authority. The Authority will decide whether to exercise the

option to extend the agreement no less than six (6) months prior to the end of the initial term and any subsequent term.

## XII. RIGHTS OF THE AUTHORITY

Without limiting the generality of any other provision of this Request for Proposals, the Authority reserves the right, at any time prior to execution of an agreement with a Demand Taxicab Concessionaire, to exercise all or any of the following rights and options in the Authority's sole discretion, as it deems to be in its best interests:

- A. To postpone the proposal submittal due date;
- B. To accept or reject, at any time prior to its execution of an agreement, any or all proposals or any part thereof submitted in connection with this Request for Proposals;
- C. To waive any informality, defect, or derivation from this Request for Proposals that is not, in the Authority's sole judgment, material to the proposal;
- D. To negotiate out unacceptable provisions incorporated within an otherwise acceptable proposal submitted in response to this Request for Proposals;
- E. To re-issue this Request for Proposals without change or modification;
- F. To issue a subsequent Request for Proposals for this concession with terms and conditions that are substantially different from the terms and conditions set forth in this Request for Proposals;
- G. To cancel this Request for Proposals with or without issuing another Request for Proposals;
- H. To supplement, amend, substitute, or otherwise modify this Request for Proposals at any time prior to award;
- I. To reject the proposal of a Proposer that, in the Authority's sole judgment is not a responsible Proposer;
- J. To conduct such investigations as Authority considers appropriate with respect to the qualifications of any Proposer and/or any information contained in any proposal;
- K. To request clarifications of any unclear proposal;
- L. To negotiate simultaneously, or otherwise, with one (1) or more Proposers;
- M. To discontinue and resume negotiations with one or more Proposers; or

- N. To not enter into an agreement pursuant to this Request for Proposals.
- O. To deny any request for reimbursement of costs incurred by proposers in the preparation and submission of proposals.

### XIII. SELECTION PROCESS

#### A. Proposal Duration

In consideration of the Port Authority's evaluation of the submitted proposals, each Proposer agrees that its proposal will be a firm offer and will remain open for acceptance for a period of at least ninety (90) days beginning with the submission due date.

#### B. Single Point of Contact

During the Request for Proposals submittal and evaluation period, all communication must be directed solely to the Port Authority's Purchasing Department contact person noted in this Request for Proposals.

#### C. Review of Proposals

Each Proposal will be reviewed by the Authority. The first step in the review process will be to determine the degree to which the Proposal conforms to the minimum requirements. Those Proposals failing to meet the minimum requirements may not be considered for further evaluation. Proposals to be considered will be evaluated according to the evaluation process set out in the Lee County Port Authority Purchasing Manual and the evaluation criteria listed in this Request for Proposals. All qualified proposals will be forwarded to the Airports Special Management Committee (ASMC) for review and the preparation of a recommendation to the Board of Port Commissioners ("the Board") for final award of the Proposal.

### XIV. PROPOSER'S RESPONSIBILITIES

The Proposer must carefully examine the terms of this Request for Proposals, Attachments, Required Forms, and any Addenda, and evaluate all of the circumstances and conditions affecting its Proposal at its own expense. The Authority is not liable for any costs associated with the development, preparation, transmittal, or presentation of any proposal or material submitted.

### XV. BID BOND

A bid bond executed by a surety satisfactory to the Authority in the sum of \$8,000 must be submitted with each Proposal to guarantee execution of the Agreement on the basis of the proposal submitted. In the event that the Taxicab Concessionaire is offered the opportunity, but fails to execute the Agreement offered by the Authority on the basis of such proposal,

the Proposer's bid bond may be forfeited. In lieu of a bid bond, proposers may submit as security a certified check, bank cashier's check, or bank Treasurer's check, made payable to the Authority, or an irrevocable letter of credit in a form satisfactory to the Authority. Any interest accrued will be retained by the Authority.

The bid bonds will be released to those Proposers not awarded the Agreement within fifteen (15) days of the date of approval of a Concession Agreement by the Lee County Board of Port Commissioners. The bid bond submitted by the successful Taxicab Concessionaire shall be released upon execution of the Agreement, and after receipt of the insurance certificates and Performance Guarantee as referenced in the following paragraph.

## XVI. PERFORMANCE GUARANTEE

Upon signing the Agreement, the Proposer shall provide a security guarantee to the Port Authority in an amount equal to one hundred sixty thousand dollars (\$160,000). This guarantee shall be in the form of a performance bond or a letter of credit satisfactory to the Port Authority in order to ensure full performance and the payment of all operating fees for the management and operation of the demand taxicab system at RSW. In the event of any failure by the Concessionaire to pay when due any fees or other charges or the failure of the Concessionaire to perform the obligations established in the Agreement, the Port Authority may draw on funds up to the full amount available to compensate for lack of payment or service.

The Concessionaire shall replace any funds deducted from the performance bond within fourteen (14) calendar days notice of any deductions. The performance bond for subsequent 12-month periods of the Concession Agreement will be determined at the beginning of the contract year. The Concessionaire shall adjust the amount in the performance bond within fourteen (14) calendar days of notice of an adjustment.

## XVII. GENERAL PROVISIONS

### A. Questions Relating to this Request for Proposals

Prospective Proposers should carefully examine this RFP. Proposers may make a written request to the Port Authority for interpretations or corrections of any ambiguity, inconsistency, or error. Any request shall be submitted to Sandra Kennedy, General Services/Purchasing Office, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, fax (239) 590-4548, no later than 2:00 p.m., January 31, 2006.

Any and all such interpretations and supplemental instructions to the RFP will be in the form of a written addendum. If issued, addenda will be sent by mail to all known parties which have received the RFP and attended the proposal meeting at their respective addresses, furnished for such purposes, not later than five (5) calendar days excluding Saturdays, Sundays and holidays from the date fixed for

B. Preproposal Meeting

A mandatory preproposal conference will be held at 2:00 p.m., on Thursday, January 26, 2006, in the Airport Conference and Training Auditorium, at the Southwest Florida International Airport, Fort Myers, Florida. Proposals received from firms not in attendance will not be considered. ATTENDANCE AT ANY/ALL PREPROPOSAL CONFERENCES IS MANDATORY. PROPOSALS RECEIVED FROM FIRMS NOT IN ATTENDANCE WILL NOT BE CONSIDERED.

C. Responsibilities of Proposers

1. Each Proposer is responsible for making all investigations and examinations necessary to submit a proposal to operate a taxicab concession on the premises. Failure to do so will not waive any condition of the Concession Agreement. Submission of a proposal shall be considered evidence that the Proposer has made such investigations and examinations.
2. Proposers may withdraw their proposals at any time prior to the submission deadline upon written notice to Sandra Kennedy, Sr. Purchasing Agent, Lee County Port Authority.

D. Anti-Lobbying Provision

**All firms are hereby placed on notice that the Lee County Port Authority Board of Port Commissioners, Members of the Airports Special Management Committee and all Port Authority employees (with the exception of the Purchasing Office personnel designated to receive requests for interpretations or corrections) do not wish to be lobbied, either individually or collectively, regarding this Request for Proposals. This prohibition specifically includes the Authority's Senior Manager, Office of Small Business Development except as to matters of DBE certification only. During the entire procurement process, all firms and their subcontractors, subconsultants or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this concession.**

**Any Firm Contacting Individuals Mentioned Herein In Violation Of This Warning Shall Automatically Be Disqualified From Further Consideration For This Request For Proposals.**

All firms and their subcontractors, subconsultants and any agents, must submit individual affidavits with their Proposal in substantially the form attached, (see page 31) stating that they have not engaged in lobbying activities or prohibited contacts in order to be considered for this Request for Proposals. Joint Ventures must file a separate affidavit for each joint venture partner.

Any firm that does not submit the required lobbying affidavits for itself and each of its subcontractors will be automatically disqualified from further consideration for this Request for Proposals.

E. Disadvantaged Business Enterprise (DBE) Policy

The policy of the Port Authority is to ensure nondiscrimination in the award and administration of DOT-assisted contracts; to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts; to ensure that the DBE Program is narrowly tailored by utilizing race neutral/race conscious means; to ensure that only firms that fully meet the 49 CFR Part 23 and Part 26 eligibility standards are permitted to participate as DBEs; to help remove barriers to the participation of DBEs in DOT-assisted contracts; and to assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

The Port Authority or its contractors agrees to ensure that DBEs as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Port Authority and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted and Lee County Port Authority Contracts.

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart f. The concessionaire 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 covered by 49 CFR part 23, subpart F.

The concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.



F. Public Entity Crimes Statement

Section 287.133(3)(a) requires the Port Authority to notify all Proposers of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

1. Contracting to provide goods or services to a public entity.
2. Submitting a bid/proposal on a contract for construction or repair of a public building or public work.
3. Submitting bids/proposals on leases of real property to a public entity.
4. Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of twenty-five thousand dollars (\$25,000).

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

XVIII. PROPOSAL CONTENTS

All proposals must include as a minimum the information specified below. Failure to include this information will seriously detract from a proposal and may be cause for its rejection. The inclusion of any additional information that will assist in its evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation. The proposal submitted must be complete enough for selection to be made based solely on its contents.

Each proposal must include the following items:

A. Identification of Proposer

Set forth the Proposer's complete identity. For an individual this includes name, social security number, address, daytime telephone number, and current employer. For an organization, include: (1) the proposing entity's exact name; (2) the entity's legal nature (e.g., corporation, limited liability company, general partnership, limited partnership, etc.); (3) provide proof of status in the state in which the entity was incorporated, organized, or registered; (4) the entity's Federal Tax ID number; (5) the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm; and (6) a list of all stockholders, members, partners, or other parties, who own twenty-five percent (25%) or more of the proposing entity, their interest in the entity as a percentage of ownership, and their role, if any, in the operations of the entity.

B. Authority to Contract

Each Proposer must provide proof that it is an established legal entity, with the capacity and authority to contract, and sue and be sued, in the State of Florida and that there are clearly established lines of ownership and control within the legal entity. Loose affiliations of taxicab operators without clear legal status or capacity to contract may not be considered.

C. Proposer's Experience

Give a summary of the experience and qualifications of the Proposer or its principals in the taxicab business, including the number of years in business and the approximate annual gross revenue of the business or businesses. A minimum of three (3) years of experience (by the Proposer, its principals, or an affiliated entity) operating a successful taxicab business is required.

The Proposer shall provide in its Proposal the name, address, contact person and telephone number of at least three (3) references, where the Proposer, its principals or affiliated entity are or have operated a successful taxicab operation at an airport comparable to Southwest Florida International Airport during the prior three (3) years.

D. Financial Information

Proposers shall provide financial information, preferably audited financial statements, including a balance sheet, income statement, and statement of cash flows, prepared in accordance with generally accepted accounting principles (GAAP) for the most recent fiscal year. Footnote disclosures must accompany the financial statements of either the proposer or if a wholly owned subsidiary, its parent corporation or franchisee. If audited financial information is not available, other financial data such as unaudited financial statements and or compilations or federal income tax returns may be submitted for the most recent fiscal year. Other financial data may be required as determined by the Authority.

Only one (1) copy of the Proposer's financial information as described above is to be submitted in a separate envelope marked Financial Information with Company's name on the envelope.

E. Description of Proposed Operation

Submit a description of the proposed operation, including a description of the vehicles to be offered, average age of the fleet, employee standards, operational handbooks, any information identified in Section VI, Demand Taxicab System Management, herein and any other information related to the Proposer's ability to comply with the operational standards of the Concession Agreement. An organizational chart of the proposer's business structure and the project manager, general manager or Airport site manager must also be included.

F. Business Ethics Disclosure

Disclose any circumstances where the conduct of the Proposer, or any officer, partner, major (greater than 5% interest) shareholder, or other related party is being investigated by any governmental, administrative, or law enforcement agency or entity. Also, disclose any adverse decision against the Proposer or such related parties (including, but not limited to, judgments entered by any court, whether state or federal), or settlement with any such legal or administrative body.

G. Lobbying Disclosure

Disclose whether you (the Proposer) have retained any firm or individuals, other than full-time employees of the Proposer, to assist in any manner in obtaining the award of this contract, and if so, identify any such firm or individuals.

H. Trip Fee Guarantee

Provide a written commitment to pay to the Port Authority a Trip Fee of \$2.00 per each and every demand taxi trip originating at the Airport. No Trip Fee proposal greater than or less than \$2.00 will be considered.

I. Official Proposal Form

Proposals shall include an executed Official Proposal Form in the format attached on pages 23 and 24.

J. Noncollusion Affidavit

Proposals shall include an affidavit, in the format attached on page 26, executed by the Proposer and by any contractor, subcontractor, consultant, or agent assisting with this proposal process.

K. Lobbying Affidavit

Proposals shall include an affidavit, in the format attached on page 31, executed by the Proposer and by any contractor, subcontractor, consultant, or agent assisting with this proposal process.

L. Additional Required Forms

- Standard Clause for Solicitations
- Equal Opportunity Report Statement
- Certification of Non-segregated Facilities

M. DBE Status

DBE status must be certified by the Port Authority, the Florida Department of Transportation or any other U.S. airport **prior** to submission of the Proposal.

XIX. INSURANCE

At all times hereunder, Concessionaire shall obtain, maintain, and provide at its own expense the following types and amounts of insurance:

- A. Comprehensive General Liability Insurance – Including automobile liability insurance covering owned, hired and non-owned vehicles. The policy or policies providing said coverage shall include premises, operations, independent contractors, personal injury (deleted any exclusion relating to employees) and contractual liability including, but not limited to, the liability assumed by concessionaire under the hold harmless provision of this Agreement. Said policy or policies shall cover loss or liability for damages in an amount not less than Two Million dollars (2,000,000.00); combined single limit, for each occurrence for bodily injury, death or property damage occurring by reason of the Concessionaire's operations in, on or about the assigned area or Airport.
- B. Comprehensive Automobile Liability Insurance – A business auto policy, including owned, hired, and non-owned vehicles, which includes contractual liability with minimum limits of \$100,000.00 per person, \$300,000.00 per accident, and Property Damage limit of not less than \$100,000.00 each accident.
- C. Worker's Compensation and Employer's Liability Insurance – In the amounts and form required by the Laws of the State of Florida. Employer's liability coverage limits shall be per Employee \$500,000, per Employee \$500,000 (Disease), Policy Limit \$500,000 (Disease).
- D. Authority Additional Insured – All policies and certificates must be primary without right of contribution from Authority's insurance, and name the Authority as an additional insured, except for the Worker's Compensation Insurance.
- E. Certificates of Insurance – Concessionaire must provide detailed certificates of all insurance to the Authority before initiating operations at Airport and keep those certificates current at all times hereunder.
- F. Satisfactory Coverage – If any of the policies are unsatisfactory to the Authority as to form or substance, or if any of the insurance carriers issuing such policies shall be or become unsatisfactory to the Authority, Concessionaire shall promptly obtain a new and satisfactory replacement policy(s).
- G. Renewal – Concessionaire must provide a guarantee, reflected on the certificate, of at least thirty (30) days written notice to the authority before the cancellation of or any material change in any insurance. If any of the Concessionaire's insurance

is canceled, concessionaire shall cease operations until such insurance can be provided.

- H. Business in Florida – All insurance shall be carried with companies authorized to transact business in the State of Florida and approved by the Authority.
- I. Periodic Review of Insurance Coverage – Authority reserves the right to review the insurance provisions stated herein as to amounts of coverage, new types of insurance and new terms (such as combined single limit coverage). If such review indicates that Concessionaire’s insurance coverage is below the Authority’s then existing minimum, the authority reserves the right to modify the insurance coverage under this Agreement. The additional insurance coverage required as a result of the periodic review can be provided in the form of self-insured variety or through an amendment to the existing insurance policy.

## XX. PROPOSAL SUBMISSION

### A. Due Date

Proposals must be received at the address listed below no later than at 2:00 p.m. local time on Friday, March 3, 2006. Proposals received after that time will not be considered. Public opening of the proposals will occur immediately thereafter in Conference Room 3082, 3<sup>rd</sup> floor, Mezzanine. Proposers, their authorized agents, and other interested persons are invited to attend.

The Authority reserves the right to extend this date and time at its sole discretion.

### B. Place of Delivery

All proposals must be submitted in a sealed envelope, which is clearly and visibly marked on the outside "PAP 06-07" identified by the name and address of the Proposer, project name, and the date and time of the Proposal opening, to

Sandra Kennedy, Senior Purchasing Agent  
Lee County Port Authority  
11000 Terminal Access Drive, Suite 8671  
3<sup>rd</sup> Floor Mezzanine  
Fort Myers, Florida 33913

### C. Number of Copies

Proposers are required to submit two (2) originals, plus nine (9) complete copies of their proposals. All materials submitted by Proposers become the property of the Lee County Port Authority and will not be returned.

D. Contact Person

The contact person for all questions is Sandra Kennedy, General Services/Purchasing, telephone (239) 590-4557, fax (239) 590-4548.

XXI. PROPOSAL EVALUATION CRITERIA AND SELECTION

A. Evaluation and Criteria

The following criteria will be considered for comparative evaluation; however, the order of listing does not imply their relative importance or weight in the evaluation of proposals:

1. Professional Experience – Provide a description of Proposers experience as it relates to the successful operation of a demand taxicab service company.
2. Management Plan – Provide a description of the proposed management structure, operational guidelines, Communications Systems, and number of employees or contract employees committed to the airport's operation. Proposer should also provide a description of the vehicles to be used including their type, age and condition.
3. Local Industry Experience – Provide a summary of Proposer's knowledge and experience in conducting transportation services for the local community and the five-county Airport service area. Proposers should include specific experience gained in the management or oversight of local transportation services necessary to accommodate the needs of the traveling public as they transition from the Airport to area resorts and businesses.
4. Trip Fee Guarantee – Provide a commitment to make payment to the Port Authority of a Trip Fee of \$2.00 per each and every demand taxicab trip originating at the airport. No Trip Fee proposal greater than or less than \$2.00 will be considered.
5. Financial Capability – Provide specific information that demonstrates Proposer's financial responsibility and strength necessary to operate the required taxicab fleet, associated equipment and to successfully operate a demand taxicab service concession in compliance with the Concession Agreement.

6. DBE Participation – provide the nature and extent of proposed DBE participation and/or proposed DBE subcontract if any.
7. Pro Forma – provide an economic Pro Forma including annual revenue projections, expense considerations and capital investment.

B. Additional Information from Proposers

After submission of proposals, the Authority may request additional information (written or otherwise) from any or all Proposers. One (1) or more Proposers may be requested and allowed to make oral presentations supporting their proposal. Oral presentations may be made only by a principal of the company, project manager, general manager, or its proposed Airport site manager. Proposers shall identify in the submitted proposal package the person who, if required, will make such oral presentation. However, the Authority may make a selection based solely on the information contained in the written proposals. Therefore, Proposers are advised to submit thorough, complete proposals.

C. Form of Agreement

If the Authority selects a proposal, the selected Proposer will be required, within ten (10) days of the selection, to execute a Concession Agreement with the Authority.

D. Nonconforming Proposals

The Authority anticipates awarding the concession under the terms and conditions set out in this Request for Proposal.

Proposers should bear in mind the competitive nature of the proposal process and the fact that the Authority will be looking for the Proposal which offers the best advantage to the Authority and should draft their proposals accordingly. The Authority is not obligated to accept any proposal, whether conforming or nonconforming.

E. Review of Proposals by the General Public

Responses to this Request for Proposals are public records and will be made available for inspection by the public upon issuance of the Authority's Notice of Intended Decision or ten (10) days after the opening of the sealed proposals pursuant to Florida Statute Section 119.07, whichever is sooner.

## XXII. PROTEST PROCEDURE

Any Proposer affected adversely by an intended decision with respect to the award of any proposal, shall file with the Purchasing Office for the Lee County Port Authority, a written notice of intent to file a protest not later than forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) after receipt of the notice of the intended decision with respect to a proposal award. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Senior Manager, Purchasing, or designee, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.

The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate Proposer's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Port Authority workdays after the date of filing of the initial notice of intent to file protest. In the interest of protecting the health, safety, welfare of the traveling public, or other such interests, the Port Authority may request that the time frame for filing the formal notice be shortened after giving consideration to the protester.

Details regarding the proposal protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, telephone (239) 590-4557.

**Failure To Follow The Proposal Protest Procedure Requirements Within The Time Frames Prescribed Herein As Established By The Lee County Port Authority Shall Constitute A Waiver Of Your Protest And Resulting Claims.**

## XXIII. AUTHORITY'S RIGHT TO REJECT ALL PROPOSALS

THIS IS A SOLICITATION FOR PROPOSALS ONLY. THE AUTHORITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE LEE COUNTY PORT AUTHORITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL TRANSACTIONS ARE SUBJECT TO FINAL APPROVAL BY THE BOARD OF PORT COMMISSIONERS.



PROPOSER'S NAME: \_\_\_\_\_

OFFICIAL PROPOSAL FORM

To: General Services/Purchasing  
Lee County Port Authority  
Southwest Florida International Airport  
11000 Terminal Access Road - Suite 8671  
Fort Myers, Florida 33913

Ladies/Gentlemen:

1. The undersigned, hereinafter called "Proposer," having visited the site of the subject property and having become familiar with local conditions, the nature and extent of the proposed concession, and having examined carefully the proposal documents and having fulfilled their requirements, proposes to operate an on-airport demand taxi concession in full accordance with the attached proposal offered in response to the Lee County Port Authority's Request for Proposals for a Taxicab Concession at the Southwest Florida International Airport, (Request For Proposals No. PAP 06-07). If selected the Proposer will, within ten (10) days of the selection, execute a Concession Agreement with the Lee County Port Authority in the formats attached as Exhibits to the Request for Proposals.

2. The Proposer hereby acknowledges receipt of the following Addenda issued during the proposal period:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

3. By submitting a proposal, the Proposer authorizes the Lee County Port Authority to conduct whatever investigations into the Proposer's qualifications that the Lee County Port Authority deems necessary. Proposer further recognizes and accepts that the Lee County Port Authority may reject the proposal based upon the exercise of its sole discretion, and Proposer waives any claim it may have for damages or other relief resulting directly or indirectly from said investigations or the rejection of its proposal, including, but not limited to, any claim arising out of the disclosure of any pertinent information relating to the reasons for rejection of said proposal. Proposer, if awarded this proposal, agrees to pay the Authority \$2.00 per dispatched trip.

In witness whereof, the Proposer, by its duly authorized representative, has hereunto set its signature and affixed its seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

PROPOSER: \_\_\_\_\_

By: \_\_\_\_\_  
(signed)

Printed Name: \_\_\_\_\_

(Corporate Seal)

Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Federal ID Number

\_\_\_\_\_  
E-mail Address

**PROPOSAL FORM MUST HAVE CORPORATE SEAL OR BE NOTARIZED.**

**STANDARD CLAUSE FOR SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS**  
**REQUIRED FOR 49 CFR PART 29**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

The Proposer/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposal, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

\_\_\_\_\_  
Name of Organization

By: \_\_\_\_\_  
Printed

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contact Person



**EQUAL OPPORTUNITY REPORT STATEMENT  
AS REQUIRED BY 41 CFR 60-1.7(b)**

The Proposer shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of proposal:

1. The Proposer has \_\_\_ has not \_\_\_ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proposer has \_\_\_ has not \_\_\_ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has \_\_\_ has not \_\_\_ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does \_\_\_ does not \_\_\_ employ fifty (50) or more employees.

NAME OF PROPOSER: \_\_\_\_\_

\*BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\* Must be same signature as on official proposal form.

**SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT  
EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE**

Certification of Nonsegregated Facilities

The federally-assisted construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (\$10,000) which are not exempt from the provisions of the equal opportunity clause and that it will retain such certifications in its files.

By: \_\_\_\_\_  
Printed

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contact Person

**Certificate of Insurance**

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below:

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES	
	COMPANY LETTER	<b>A</b>
NAME AND ADDRESS OF INSURED	COMPANY LETTER	<b>B</b>
	COMPANY LETTER	<b>C</b>
	COMPANY LETTER	<b>D</b>
	COMPANY LETTER	<b>E</b>


This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be canceled or changed, except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until **after 30 days** written notice of such cancellation or change has been delivered to the certificate holder at its address shown below. It is also agreed that **30 days** written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverage provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

Company Letter	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	ALL LIMITS IN THOUSANDS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owners & Contractors Protective <input type="checkbox"/> X.C.U. Coverage <input type="checkbox"/> Broad Form Property Damage  <input type="checkbox"/> Independent Contractors				General Aggregate	\$	
					Products Comp/Ops Aggregate	\$	
					Personal & Advertising Injury	\$	
					Each Occurrence	\$	
					Fire Damage (Any one Fire)	\$	
					Medical Expense (Any one Person)	\$	
					Specific Project *	\$ As above	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Bodily Injury (Each Person)	\$	
					Bodily Injury (Each Accident)	\$	
					Property Damage	\$	
					Bodily Injury and Property Damage Combined	\$	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Bodily Injury and Property Damage Combined	\$	Aggregate \$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				Statutory (Each Accident)	\$	
					(Disease-Policy Limit)	\$	
					(Disease-Each Employee)	\$	
	<b>OTHER</b>						

Contractual Liability Coverage  
 Description of Contract:  
 The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described herein:  
 The General, Automobile and Excess Liability Policies described provide the severability of interest (cross liability) provision applicable to the named insured and the Certificate Holder.  
 Copy of the agent's license, or other proof of representation, with each insurance company, named above must be attached to this certificate:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 \* SPECIFIC PROJECT/LOCATION/VEHICLES/SPECIAL CONDITIONS: PAP 06-07, On-Demand Taxicab Concession at the Southwest Florida International Airport

Name and Address of Certificate Holder



Lee County Port Authority  
 11000 Terminal Access Road  
 Suite 8671  
 Ft. Myers, FL 33913

Date Issued: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Lee County Port Authority  
11000 Terminal Access Road., Suite 8671  
Fort Myers, Florida 33913



PLEASE READ CAREFULLY

## CERTIFICATE OF INSURANCE EXPLANATION

The Certificate Holder (CH), requires the use of its Certificate of Insurance as evidence that the insurance requirements of the agreement have been complied with and will continue to be complied with as long as the agreement is in force. CH must rely on this certificate as proof of compliance with the insurance requirements agreed upon. The CH must be advised of cancellation or nonrenewal of the insurance coverage required or reduction in the coverage provided in compliance with the agreement as shown in the Certificate of Insurance. Thirty-day written notice of cancellation, nonrenewal, or reduction in coverage must be provided to the CH so that it can take proper action to protect itself.

Many Certificates of Insurance are received by the CH and many contain wording to the effect that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example of this unacceptable language is: should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the named holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

The CH must have the right of notice of cancellation, nonrenewal, and reduction of coverage, as this is part of the insurance requirements of the agreement entered into and to be relied upon by the CH as evidenced through its Certificate of Insurance.

The requirement that the authorized representative signing the Certificate of Insurance attach his agent's license with the insurance company or companies, or other acknowledgment by the insurance company or companies shown in the certificate, is to show proof to the CH that the person signing the certificate is legally authorized by the insurance company to so obligate them, as referred to in the certificate.

The CH must have positive evidence in the form of its Certificate of Insurance that the insurance requirements of the agreement entered into have been met and will continue to be met, without interruption, during the term of the agreement entered into unless thirty days written notice is given to it.

No activity shall begin until the CH's properly executed Insurance Certificate is received. Your cooperation in providing the CH with acceptable evidence of insurance requirements compliance, as agreed to in the agreement, will prevent confusion and delay in allowing the subject matter of this agreement to be accomplished.

The acceptance of delivery to the CH of any Certificate of Insurance required in any contract does not constitute agreement by the CH that the insurance requirements in the contract have been met or that the insurance policies shown in the certificate are in compliance with the contract requirements.

### SEVERABILITY OF INTERESTS PROVISION

With respect to claims involving any Insured at interest hereunder, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured. This agreement, however, shall not operate to increase the limits of the Insurance Company's liability.



**LOBBYING AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (president) (secretary) or (authorized representative) (circle one) of \_\_\_\_\_ (Proposer), maker of the attached Proposal and that neither the Proposer nor its agents have lobbied to obtain an award of professional services required by this Request for Proposals from the Lee County Board of Port Commissioners, Members of the Airports Special Management Committee or employees of the Lee County Port Authority, individually or collectively, regarding this Request for Proposals. The prospective Proposer further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 89-40, as amended.

\_\_\_\_\_  
AFFIANT

The foregoing instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (name of person, officer, or agent, title of officer or agent), of \_\_\_\_\_ (corporation or partnership, if applicable), a \_\_\_\_\_ (state of incorporation or partnership, if applicable), on behalf of the \_\_\_\_\_ (corporation or partnership, if applicable). He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of person taking acknowledgment

\_\_\_\_\_  
Name typed, printed or stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial or Commission No.

**NO PROPOSAL SUBMISSION**

**PAP 06-07, REQUEST FOR PROPOSALS FOR AN ON-DEMAND  
TAXICAB CONCESSION TO SERVE  
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

If you are not submitting a Proposal, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Sandra Kennedy, Sr. Purchasing Agent, Lee County Port Authority, 11000 Terminal Access Road, Suite #8671, Fort Myers, Florida 33913.

We are not responding to this Request for Proposals for the following reason(s):

\_\_\_\_\_ Services are not available through our company

\_\_\_\_\_ Our services do not meet the Scope of Services

\_\_\_\_\_ Circle one - Scope of Services were -  
not clearly understood; not applicable; too vague; too rigid  
Insufficient time allowed for preparation

\_\_\_\_\_ Other reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

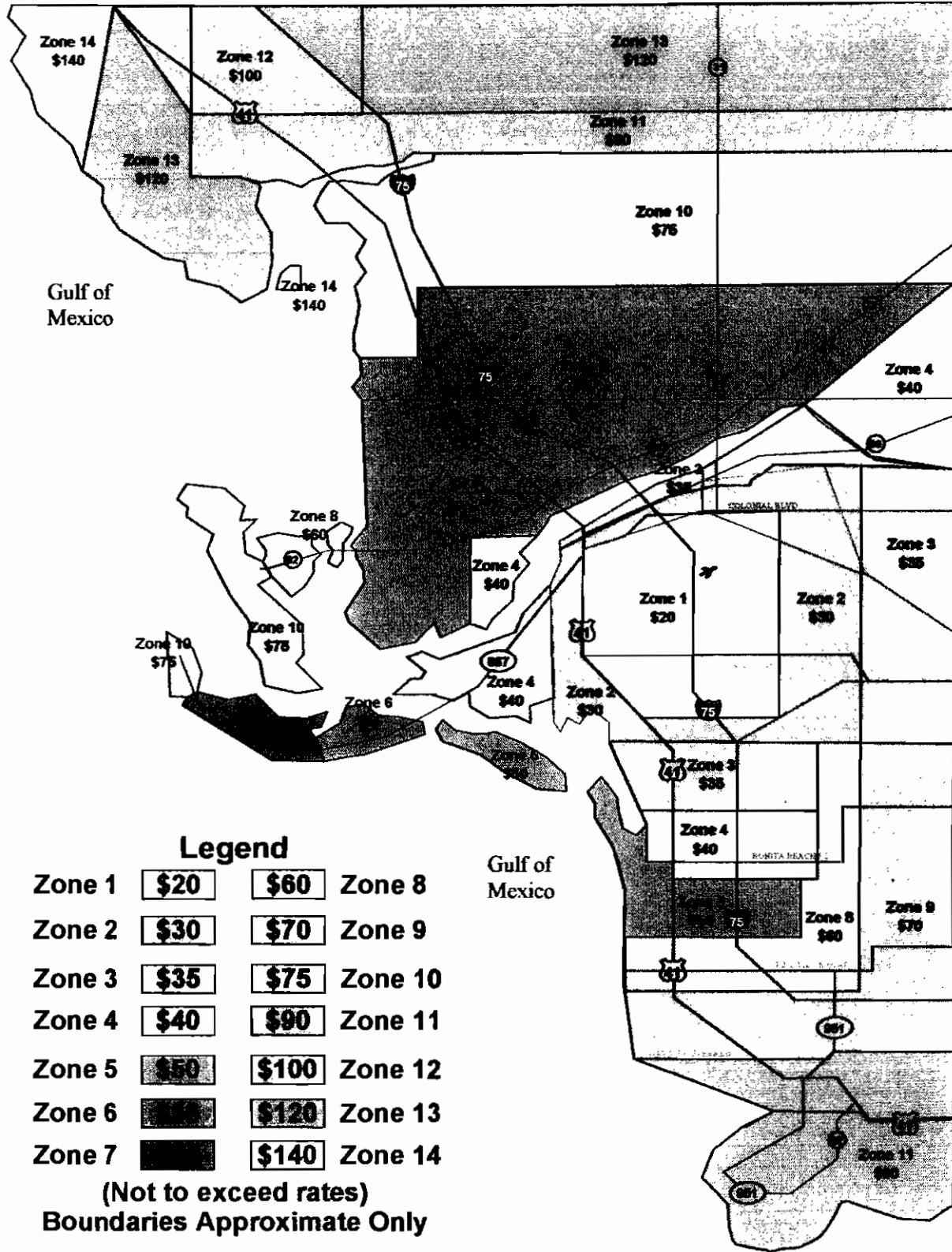
Telephone Number: (     ) \_\_\_\_\_ Fax (     ) \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
RSW TAXI ZONE CHART

# Exhibit A

## RSW Taxi Zone Chart



**PLEASE NOTE THE FOLLOWING:**

- Extra passenger fees of \$10 may be assessed for each passenger over 3 for a single trip.
- Parties traveling to the same destination will split the zone fare.
- Parties traveling to different destinations in the same zone will each pay 75% of the zone fare.
- Parties traveling to different zones will each be charged the full zone fare.
- Parties will not be required to share a ride involuntarily.

EXHIBIT B

PASSENGER DEPLANEMENT INFORMATION

**SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW) DEPLACEMENT PASSENGERS**  
 Source: Lee County Port Authority Department of Public Relations

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1983					*40,822	35,935	34,719	33,880	26,480	36,360	46,753	63,419	619,836
1984	55,629	75,234	96,911	73,636	44,387	36,434	33,805	38,123	30,198	41,154	55,953	69,171	650,635
1985	67,940	94,391	124,598	94,385	62,691	50,992	51,906	52,169	38,292	51,952	67,118	93,587	850,021
1986	92,957	113,284	142,991	104,433	71,942	62,600	68,091	73,087	55,485	71,372	87,079	109,129	1,052,450
1987	110,533	146,256	179,578	145,493	99,784	81,127	84,148	81,461	66,778	89,603	111,919	132,667	1,329,347
1988	134,350	176,006	216,457	160,940	107,100	94,885	91,288	91,656	76,096	110,901	134,880	154,540	1,549,099
1989	154,981	189,968	212,068	158,643	106,005	96,723	96,852	96,143	81,647	114,812	136,998	161,220	1,606,060
1990	171,262	207,266	248,506	199,407	137,799	115,904	111,928	117,837	87,984	124,525	158,070	171,210	1,851,698
1991	190,273	202,861	238,096	168,347	112,267	96,968	93,266	94,720	76,863	111,842	137,895	174,827	1,698,225
1992	160,989	195,926	219,514	158,164	109,936	108,076	114,844	110,783	90,602	117,385	141,938	180,983	1,709,140
1993	172,177	211,315	239,846	204,464	127,820	103,154	106,372	105,501	90,635	133,285	156,999	189,602	1,841,170
1994	186,035	222,324	284,392	201,934	134,365	112,327	114,658	115,417	103,259	135,461	168,849	201,140	1,980,161
1995	204,846	229,893	278,429	219,795	134,306	118,109	114,582	113,570	94,770	136,711	172,604	208,192	2,025,807
1996	206,414	260,412	296,969	225,221	149,875	126,978	124,350	121,612	93,682	143,534	169,978	210,195	2,129,220
1997	214,997	250,861	306,826	219,416	159,933	134,833	137,473	133,353	107,432	156,431	179,154	214,796	2,215,505
1998	228,871	262,964	298,836	251,919	156,961	139,097	141,960	133,181	108,449	169,168	192,239	225,304	2,308,949
1999	242,465	271,408	329,322	249,231	168,100	149,754	153,714	142,991	122,109	179,713	195,472	222,860	2,427,139
2000	232,366	282,490	332,820	266,079	179,344	164,582	166,826	155,081	131,158	196,712	224,445	243,216	2,575,119
2001	267,154	303,899	360,957	280,877	196,127	174,794	182,173	173,652	98,523	159,178	194,032	220,955	2,612,321
2002	237,179	286,278	354,398	245,856	183,437	162,828	162,013	153,702	123,373	184,002	216,812	257,473	2,567,351
2003	270,495	308,570	386,741	304,761	205,730	180,022	191,809	174,845	141,799	220,783	250,953	281,830	2,918,338
2004	297,364	363,485	427,046	338,996	232,936	215,621	231,897	201,169	160,234	252,876	289,936	331,795	3,343,355
2005	332,939	401,497	512,736	373,825	275,860	250,597	253,618	217,547	185,285	252,715	329,115		3,385,734

\*Commercial air carrier operations moved from Page Field to Southwest Florida Regional Airport on May 14, 1983. On May 14, 1993, the airport became Southwest Florida International Airport.

Figures in bold indicate record high passenger levels.

Easter months shown in italics:

04/03/83	04/03/88	04/11/93	04/12/98	04/20/03
04/22/84	03/26/89	04/03/94	04/04/99	04/11/04
04/07/85	04/15/90	04/16/95	04/23/00	3/27/2005
03/30/86	03/31/91	04/07/96	04/15/01	
04/19/87	04/19/92	03/30/97	03/31/02	

EXHIBIT C

DRAFT CONCESSION AGREEMENT

**ATTACHMENT "C"**

LEE COUNTY CONTRACT \_\_\_\_\_

**DRAFT CONCESSION AGREEMENT FOR AIRPORT GROUND  
TRANSPORTATION SERVICES (DEMAND TAXICAB)  
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
PAP 06-07**

THIS CONCESSION AGREEMENT is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between the **LEE COUNTY PORT AUTHORITY**, a body corporate and a special district of the State of Florida ("Authority"), with offices at 16000 Chamberlin Parkway, Suite 8671, Fort Myers, Florida, 33913, and \_\_\_\_\_, a \_\_\_\_\_, organized and existing under the laws of Florida ("Concessionaire"), with offices at \_\_\_\_\_.

WHEREAS, the Authority is the operator of the Southwest Florida International Airport ("Airport"); and

WHEREAS, Authority has solicited competitive proposals for the operation of a Demand Taxicab Concession at the Airport; and

WHEREAS, Concessionaire is engaged in the business of operating taxicabs and has obtained from all governmental authorities having jurisdiction, all licenses, certifications, permits or other authorizations necessary to conduct on-demand taxicab operations at the Airport; and

WHEREAS, the Authority wishes to grant to Concessionaire the right to operate a demand taxicab concession to serve the ground transportation needs of Airport passengers and Concessionaire desires to furnish such services.

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, and payments provided below, the parties agree as follows:



1. **DEFINITIONS.**

Airport - The Southwest Florida International Airport in Fort Myers, Florida.

Airport Permit - A sticker affixed to the window of a Permitted Vehicle by the Authority to approve its use for demand taxicab service under the terms of this Agreement.

Commercial Ground Transportation Staging Building - A facility provided by the Authority for the common use of Ground Transportation vehicle drivers while waiting to serve Airport Passengers.

Commercial Ground Transportation Staging Lot - A controlled-access taxicab staging area provided by the Authority and used to park taxicabs and other Ground Transportation Vehicles, prior to being called to the passenger loading area.

Contract Year - The twelve-month (12) period beginning \_\_\_\_\_, 2006, and ending \_\_\_\_\_, 2007, and each twelve-month period thereafter, until expiration or termination of this Agreement.

County - Lee County, a political subdivision of the State of Florida.

Demand Taxicab Service - Point to point chauffeur-driven metered passenger transportation service, with the destination or route traveled determined by the passenger, and the trip fare based on the mileage and use of the vehicle.

F.A.A. - The Federal Aviation Administration, or any successor or agency, as the governing body of the commercial aviation and airport industry.

Ground Transportation Agent - A Port Authority employee who is responsible for customer assistance and oversight of Concessionaires' activities.

Handicapped-Accessible Vehicle - A Permitted Vehicle that can accommodate a handicapped or disabled passenger with a wheelchair lift device (i.e., without a ramp), and securing points for all wheelchairs or other vehicles on board.

Operations Areas - The Commercial Ground Transportation Staging Building, the Commercial Ground Transportation Staging Lot, the passenger loading area, and any other area designated by the Authority for Concessionaire's operations.

Passenger Loading Area - Any area designated by the Authority for Concessionaire to pick up passengers at the Airport Terminal.

Permitted Vehicle - Each metered demand taxicab bearing an Airport Permit and authorized to pick up passengers and load luggage under the terms of this Agreement.

Privilege Fee - Amount paid by the Concessionaire monthly for the privilege of operating the demand taxicab concession.

Taxicab - A chauffeur-driven sedan or van that is licensed to provide demand taxicab service under this Agreement by proper governmental authorities.

Trip Fee - Fee paid by the Concessionaire to the Authority for each demand taxicab trip originating at the Airport.

Van - A permitted vehicle capable of safely and comfortably transporting seven (7) passengers (including the driver) or more and used to accommodate passengers in large parties or with large or excessive baggage.

**2. TERM, COMMENCEMENT DATE, AND OPTION TO RENEW.**

The term of this Agreement is three (3) years, commencing on the first day of the month following the date first written above, and terminating three (3) years from such date, unless extended or sooner terminated as provided below.

Concessionaire shall commence operation of the demand taxicab concession at the Airport no later than 5:00 a.m. on \_\_\_\_\_, 2006, (the "Commencement Date"), unless otherwise directed by the Authority in writing.

Authority may, at its sole discretion, opt to renew this Agreement under the same terms and conditions for two additional three (3) year terms by giving the Concessionaire written notice of its intent to exercise the option to extend no less than six (6) months prior to the expiration date of the initial term, or any subsequent term.

**3. PRIOR AGREEMENTS.**

This Agreement supersedes any prior agreement between the parties. By signing this Agreement the parties acknowledge that any prior agreement, except Concessionaire's obligation under such agreement to pay any fee due to Authority, is canceled. Concessionaire further agrees to pay any fees due under any prior agreement within fifteen (15) days of the date of this Agreement.

**4. CONCESSIONAIRE'S PRIVILEGES.**

- A. Demand Taxicab Concession - Authority grants to Concessionaire the right to conduct an on-demand, common carriage, point to point, taxicab service at the Airport. Such service shall include the right to park and stand taxicabs on Airport property, to load, on demand, passengers and their baggage into such vehicles, and to transport said passengers and their baggage off Airport property to the passengers' desired destinations.
  
- B. Nonexclusive Agreement - This Agreement is nonexclusive. Concessionaire acknowledges that Authority will allow other taxicab and limousine companies to deliver customers to Airport without violating the terms of this Agreement. Concessionaire also acknowledges that courtesy shuttle vehicles and charter and scheduled bus service and companies operating under the Authority's Charter Bus, Courtesy Vehicle and Occasional User Permit Systems, as they now exist, or as may be amended or replaced, may pick up and deliver passengers with reservations to or from the Airport without violating any of the terms of this Agreement. Concessionaire further acknowledges that these companies will be permitted to park and operate their vehicles from the Commercial Transportation Staging Lot and use the facilities of the Commercial Ground Transportation

Staging Building without violating this Agreement.

- C. Operations Areas - Operations permitted under this Agreement shall include operations at such locations as the Authority may designate to serve the Midfield Terminal Complex at the Airport.

Authority agrees to allow Concessionaire to use sufficient space for the standing or parking on line of its vehicles in the designated Operations Areas. The Authority reserves the right to change said designated areas as the needs of the traveling public require. Concessionaire agrees to repair at its own cost and expense any damage to the Operations Areas caused by its operations and to replace with equal quality any Airport facility that requires replacement because of Concessionaire's use, reasonable wear and tear excepted.

- D. Ingress and Egress - Authority further grants to Concessionaire the right of ingress to and egress from Airport over public roadways, subject to all laws, ordinances, rules, and regulations as presently in effect and as may be established in the future by the Authority, Lee County or the State of Florida, as required by Concessionaire's operations, provided that Concessionaire shall not exercise this right so as to impede or interfere with Airport operations or the operations of other Airport tenants, licensees, permittees, or the public. The Authority or the County may, from time to time, substitute other means of ingress and egress to the Airport and may temporarily or permanently close any entrance or other roadway.

**5. CONCESSIONAIRE'S OBLIGATIONS.**

- A. Core Fleet - The Concessionaire agrees to provide a minimum of sixty (60) Permitted Vehicles for demand taxicab services at the Airport on the Commencement Date.

The Concessionaire's Permitted Vehicles will match the fleet mix described in Concessionaire's Proposal and Exhibit "A," which is attached and incorporated by reference (the "Core Fleet"). The fleet mix, and any decrease in the size of the Core Fleet, may only be

changed upon the prior written approval of the Board of Port Commissioners as an amendment to this Agreement.

1. The Core Fleet shall consist of at least twenty percent (20%) vans.
  2. Any replacement of a vehicle in the Core Fleet is contingent on Authority's approval, in advance, of the replacement vehicle and the issuance of a new Vehicle Permit.
  3. When considering the possibility of replacing any vehicle in the Core Fleet, Concessionaire agrees to look into the availability and feasibility of replacing those vehicles with environmentally-friendly vehicles at its option.
- B. Dedicated Use of Vehicles - The Core Fleet shall be dedicated solely for demand taxicab service to and from the Airport. Concessionaire is specifically prohibited from diverting Permitted Vehicles to serve as Courtesy Vehicles. If traffic conditions warrant, Concessionaire may make additional vehicles available to provide service for the Airport, either seasonally or permanently, but the number of vehicles in the Core Fleet dedicated solely to the Airport shall not be reduced from the numbers set out above, without prior authorization of the Authority. All additional vehicles must meet and adhere to all of the standards applicable to the Core Fleet.
- C. Dispatch System and Communications - The Concessionaire shall provide and manage a taxicab dispatch system on behalf of the Authority. Concessionaire shall provide, at its own expense, a communications system between the Demand Taxicab Line, the Ground Transportation Staging Building, and the Ground Transportation Staging Lot.
- D. Licenses - Concessionaire shall, at its own expense, provide and maintain in full force and effect any and all licenses and permits required for the operation of all aspects of Concessionaire's business.

- E. Sole Business at Airport - Concessionaire shall not enter into any other business at the Airport, except for the delivery of delayed, misplaced, or misrouted baggage, without prior written consent of the Authority or without first obtaining a fully executed contract with the Authority to provide such service.
  
- F. Passenger Complaints - Concessionaire shall establish written procedures to handle passenger questions and complaints regarding its services. Questions or complaints regarding the quality of services or fares that are received by the Authority will be submitted to Concessionaire for response. Concessionaire will respond to any complaint within seven (7) working days following receipt.

Concessionaire shall forward to the Authority, on a monthly basis, a list of all complaints received, whether verbal or written, accompanied by a description of the resolution of any such complaints.

- G. Conflicts with Other Concessions - Should a conflict arise between the Concessionaire and any other concession operator at the Airport regarding the privileges granted by this concession, the Authority will review the complaint and render a decision to resolve the matter. The Authority's decision on the matter shall be final and conclusive. The Concessionaire agrees to abide by the Authority's decision.

**6. PRIVILEGE FEES.**

- A. Fee - For the privilege of operating a demand taxicab service concession at the Airport, the Concessionaire agrees to pay to the Authority Privilege Fees for each Contract Year as described in Sections 6.B. and 6.C., below.
  
- B. Calculation - During each Contract Year, the Concessionaire shall pay to Authority a "Privilege Fee" equal to the sum of all Trip Fees collected for that year.
  - 1. Trip Fee - The Trip Fee for the initial term of this Agreement shall be Two Dollars and 00/100 (\$2.00) per trip.

2. Adjustment - Upon agreement of the parties the Authority may adjust the Trip Fee, commencing on the first day of the month following the date of that agreement and continuing for the remainder of the current term of the Agreement. If the term of this Agreement is extended, the Trip Fee for any extended period shall not be less than the Trip Fee in effect on the effective date of any extension.

C. Monthly Payments Schedule - The Concessionaire shall pay the Privilege Fee to the Authority during the term of this Agreement in monthly installments equal to the total Trip Fees collected for the previous month, payable on the first day of each month in advance without billing, with the first such installment being due on \_\_\_\_\_, 2006, unless otherwise directed by the Authority in writing.

All payments due under this Agreement shall be paid to: Lee County Port Authority, Attention: Finance Department, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913.

Each taxicab fare transaction made on installment or credit shall be treated as a transaction for the full price in the month during which such charge or transaction is made, regardless of whether or when Concessionaire received partial or full payment for the charge or transaction.

Treatment of Privilege Fee - The Privilege Fee set forth above is an airport user fee that Concessionaire has agreed to pay to the Authority for the privileges granted by this Agreement, and not a fee imposed by the Authority or Concessionaire's customers.

If the total Privilege Fees actually paid by Concessionaire during such Contract Year shall be less than the Privilege Fees due and owing for such Contract Year, then Concessionaire shall pay the difference to the Authority within ten (10) calendar days of written notice thereof .

D. Licenses, Fees and Taxes - Concessionaire shall pay, on or before their respective due dates, all federal, state, Authority, and local taxes and fees, and all special assessments of any kind, which are now or

may hereafter be levied upon any premises, equipment, or services used by Concessionaire, or upon Concessionaire, or upon the business conducted by Concessionaire, or upon any of Concessionaire's property used in connection therewith, or upon any sums payable hereunder, including, but not limited to any ad valorem, tangible property or intangible property taxes, and sales or excise taxes on any sums payable hereunder. Concessionaire shall maintain in current status all federal, state, Authority and local licenses and permits required for the operation of the business conducted by Concessionaire. In addition, Concessionaire shall be responsible for any and all other taxes which are due, or which may become due, pursuant to Chapter 212, Florida Statutes, as it may be amended from time to time, and any implementing regulations.

- E. No Set Off - The Concessionaire acknowledges that, through the date hereof, it has no claims against Authority with respect to any of the operations of the Concessionaire at the Airport, or any of the matters covered by this Agreement or any other existing agreement it may have with the Authority, and it has no right of set off or counterclaims against any of the amounts payable by Concessionaire to Authority under this Agreement or any other agreement it may have with the Authority.
  
- F. Late Payments-Interest - The Authority shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due until the date paid on any amounts that are past due under this Agreement. The right of the Authority to require payment of such interest and the obligation of the Concessionaire to pay same shall be in addition to and not in lieu of the right of the Authority to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.
  
- G. Other Fees and Charges - The Concessionaire acknowledges that the Authority has or will establish, from time to time, fees and charges for the use of various facilities, equipment and services provided by the Authority and not leased to or specifically provided to the Concessionaire hereunder, and the procedures relating to payment of same. The Concessionaire shall pay for its use of such facilities,



equipment and services at the rates and in the manner prescribed by the Authority .

- H. Additional Charges - If the Authority is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Concessionaire to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of the Concessionaire contrary to said conditions, covenants or agreements, Concessionaire agrees to pay the sum or sums so paid by the Authority or the expense so incurred by the Authority, including all interest, costs, damages and penalties, and the same may be added to any installment payment thereafter due hereunder, and each and every part of the same shall be and become an additional fee recoverable by the Authority in the same manner and with like remedies as if it were originally a part of the privilege fees payable under this Agreement. All such sums of money shall be paid by Concessionaire within thirty (30) calendar days after written demand therefore.
  
- I. Dishonored Check or Draft - In the event the Concessionaire delivers a dishonored check or draft to the Authority in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service charge in the amount established by the Authority from time to time. In such event, the Authority may require that future payments be made by cashier's check or other means acceptable to the Authority.
  
- J. Place of Payments - All payments required to be made by the Concessionaire under this Agreement shall be made payable to "Lee County Port Authority," and shall be paid to the Finance Division, 16000 Chamberlin Parkway, Suite 8671, Fort Myers, Florida, 33913, or to such other office or address as may be substituted therefor.

7. RECORDS.

Concessionaire shall keep full and accurate books and records showing, among other things, the calculation of the Per Capita Charge, and all such

other records as normally would be required to be kept and examined by an independent accountant in accordance with generally accepted auditing practices in performing an audit of Lessee's operations. The Authority, upon five (5) business days prior notice, shall have the right through its representatives, and at all reasonable times, to inspect all such books and records, including, but not limited to, invoices, contracts, cash receipts, computers, and diskettes. All such records will be made available to Authority for examination, inspection, copying, and/or auditing, at Concessionaire's local office during the term of this Agreement, and at Fort Myers, Florida, for three (3) years thereafter. Storage of such records will be at Concessionaire's sole expense.

- A. Dispatcher's Daily Operations Log - Concessionaires' Dispatchers shall keep a daily record, on forms acceptable to the Authority, of the following:

For each dispatch:

1. The dispatch time and date, driver name, Permitted vehicle number, number of passengers, and trip destination(s);
2. The daily number of taxicab service requests dispatched;
3. The total number of pick-ups that are over ten (10) minutes from the time a standard vehicle is dispatched and over twenty (20) minutes from the time a handicapped-accessible vehicle is dispatched.

- B. Monthly Reports - Concessionaire shall also maintain a monthly report compiling all of the information listed above.

## **8. PASSENGER FARES.**

During the term of this Agreement, the Concessionaire agrees to charge the traveling public fares that do not exceed the fares set forth on Exhibit B, attached hereto and made a part hereof by reference. During the term of this Agreement the Concessionaire shall not be entitled to increase the fares set forth on Exhibit B without first obtaining the Authority's prior written

consent. That consent shall be conditioned upon an evaluation and possible increase in the Trip Fee payable by the Concessionaire to the Authority, as agreed to by the parties, and an evaluation of the reasonableness of the fares to be imposed upon the traveling public. If the parties agree to an increase in the fares and, if required by the Authority, an increase in the Trip Fee, those increases shall be reflected by an amendment to this Agreement. If the parties fail to reach agreement as to the appropriate increase in either the fares or the Trip Fee (if required by the Authority) then the Concessionaire shall not be entitled to increase its fares.

- A. Grounds for Increase - Any requested fare increase must be based on bona fide direct operating cost increases of Concessionaire. Concessionaire shall provide the Authority with such back-up documentation for any increase as the Authority shall require. Direct operating costs shall only include actual costs paid by Concessionaire to a third party and salary costs of Concessionaire's employees, and shall not include finance or interest expenses, supervisory, legal, or other overhead or internal costs.
- B. Shared Rides - Concessionaire's dispatchers shall give every passenger the option to wait and share a ride with another passenger at a reduced fare when their destinations are no more than five miles apart.
- C. Fare Schedules -The Concessionaire shall post copies of the Zone Fare Chart in prominent location(s), as approved by the Authority, and in each Permitted Vehicle. All charts must be easily readable by the public.
- D. Methods of Payment - Concessionaire must accept cash, major credit cards and travelers' checks as payment for all fares.

**9. PERMITTED VEHICLES.**

- A. Airport Decals - Upon Authority's approval for use of a vehicle, the Airport Operations Department shall issue a Permit Decal to be affixed to the windshield of the Permitted Vehicle. Airport Operations will reissue this Permit Decal annually.

1. Decals Not Transferable - The Permit Decal may not be tampered with or removed and is not assignable or transferable.
  2. Expired Permits - Any vehicle found using the Airport facilities with an expired or mutilated Permit Decal or without a Permit Decal shall be subject to immediate removal from the Airport.
- B. Age of Vehicle - The Concessionaire shall provide and maintain suitable modern, air-conditioned sedans and vans of good quality, and less than eight (8) years old. Vehicles more than eight years old must be removed from service and replaced.
- C. Vehicle Condition - The Concessionaire shall maintain its vehicles and other equipment in a fully operational, clean, safe, and first-class condition and repair. During the term of this Agreement, vehicles shall be replaced by Concessionaire as age and condition warrant. All replacement vehicles must meet and adhere to all of the standards applicable to the Core Fleet.

Any vehicle or equipment that is not fully operational or that has sustained exterior or interior damage that affects safety, appearance, comfort, or performance, must be immediately removed from service and repaired. In addition, all commercial vehicle air-conditioning systems shall be properly installed and fully functional at all times. Authority shall have the right to inspect each Permitted Vehicle on commencement of this Agreement, upon replacement of the vehicle, and at all reasonable times thereafter. Concessionaire must remove any vehicle immediately upon Authority's request. Concessionaire shall replace any vehicle removed from service within seven (7) calendar days.

- D. Vehicle Marking - All Permitted Vehicles must be painted and marked at Concessionaire's sole expense in a uniform and distinct color and marking scheme that is approved in writing by the Authority in advance of service. Marking must clearly identify the vehicles as providing Airport Demand Taxicab service.

- E. Vehicle AVI Tags - Concessionaire shall obtain an Automated Vehicle Identification (AVI) tag or permit for each Permitted Vehicle and otherwise comply with the procedures of the Authority's Parking Management Service Provider for access to the passenger loading area and the Commercial Ground Transportation Staging Lot.
- F. Advertising on Permitted Vehicles - The Concessionaire shall not exhibit or place on or in any vehicle used in the performance of services under this Agreement any sign, decal, sticker, photograph, decoration, or advertising matter other than the Concessionaire's identification signage and its fare schedule, without the prior written approval of the Authority.

**10. SERVICE STANDARDS.**

Concessionaire agrees to provide adequate ground transportation vehicle service to Airport patrons twenty-four (24) hours per day, or such other hours as may be directed by the Authority from time to time, and seven (7) days per week. Concessionaire further agrees, specifically but without limitation:

- A. Service Standard - To operate sufficient Permitted Vehicles to meet customer demand at all times during the term of this Agreement and to provide ground transportation vehicle service during all hours of scheduled and nonscheduled airline operations and to make Airport service the first priority of all Permitted Vehicles.
- B. Vehicle Dispatch Standard - Concessionaire's standard for Permitted Vehicles dispatch must ensure that the maximum waiting time for passengers does not exceed ten (10) minutes from the time a customer requests the service until the vehicle is loaded and departs the Airport.
- C. Handicapped Accessible Vehicle Dispatch Standard - Concessionaire's standard for the use of Handicapped Accessible Vehicles will be to ensure that the maximum waiting time for passengers using Concessionaire's Handicapped Accessible Vehicle services does not exceed twenty (20) minutes from the time a customer requests the service until the vehicle is loaded and departs

the Airport. The maximum waiting period may be extended for good cause when a Handicapped Accessible vehicle that is normally assigned to the Airport has been previously dispatched from the Airport, but the maximum wait time shall not exceed thirty (30) minutes.

**11. LIQUIDATED DAMAGES.**

In addition to all other remedies available under this Agreement, the Concessionaire shall be subject to the liquidated damage payments set forth below when the standards set out in Section 10, above, have not been met. The Authority shall give written notice of any failure to meet these standards to the Concessionaire's on-site airport manager. Thereafter, the Concessionaire shall take prompt action to correct any failure. If it is a vehicle or driver-related violation of a standard, the Concessionaire will not permit such vehicle and/or driver to return to service at the Airport until such time as the violation is corrected. The Concessionaire shall remit any liquidated damage payment to the Authority within ten (10) calendar days following the date of the Authority's notice of violation.

The liquidated damage payments set forth below are not penalties but are liquidated damages to Authority. Such liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by the Authority as a consequence of such violations.

- A. On-Time Performance Failures - A liquidated damage charge shall be imposed when the Concessionaire's on-time performance falls below the applicable standard more than one percent (1%) of the time in any calendar month.
1. A Three Hundred Fifty Dollar (\$350.00) liquidated damage charge shall be charged if the Concessionaire does not meet the ten (10) minute wait time standard for standard vehicles at least ninety-nine percent (99%) of the time in a calendar month, and a Seven Hundred Dollar (\$700.00) liquidated damage charge shall be charged if the Concessionaire does not meet the ten (10) minute wait time standard at least ninety

percent (90%) of the time in a calendar year.

2. A One Hundred Dollar (\$100.00) liquidated damage charge shall be charged if the Concessionaire does not meet the twenty (20) minute wait time standard for Handicapped-Accessible Vehicles at least ninety-nine percent (99%) of the time in a calendar month, and a Two Hundred Dollar (\$200.00) liquidated damage charge shall be charged if the Concessionaire does not meet the twenty (20) minute wait time standard at least ninety percent (90%) of the time in a calendar year.

- B. Other Failures - Failure of Concessionaire to satisfy any other provision of Section 10 A. shall result in liquidated damage charges as follows:

For a first violation of any provision of Section 10 A. in any calendar year, the Airport Operations Department shall give written notice of such violation to the Concessionaire. For a second violation during any calendar year, the liquidated damage charge shall be Five Hundred Dollars (\$500.00). For a third violation during any calendar year and for any subsequent violation thereafter, the liquidated damage charge shall be One Thousand Dollars (\$1,000.00) per incident.

- C. Waiver of Liquidated Damages - Authority may waive liquidated damage charges during periods of severe weather, work stoppages, or when other conditions indicate that the failure in service was unavoidable, as solely determined by the Authority. Any such determination shall be final and conclusive. If Concessionaire believes that the occurrence of a particular event may cause delays, it is the Concessionaire's responsibility to notify Authority's staff of the event and obtain prior written concurrence that the liquidated damage charge will not be assessed.

**12. OPERATIONAL STANDARDS.**

- A. Service to Airlines - The Concessionaire shall provide airport ground transportation service to serve all flights conducted by certified air carriers, foreign air carriers, commuter air carriers, and general aviation at the Airport, and shall adequately meet all demands for such traffic.
  
- B. Temporary Substitution of Service - In the event of a temporary failure of service by the Concessionaire, or in the event the Concessionaire fails to have a sufficient number of vehicles available and ready for use for loading of passengers desiring transportation to or from the Airport, the Authority may, in its sole discretion and for the convenience of the public, supplement or authorize other taxicab services to operate at the Airport until complete service is restored by the Concessionaire, and notwithstanding the rights granted hereunder. Substitution or authorization to operate by the Authority shall not be considered a violation by the Authority of the rights of the Concessionaire under this Agreement. Any supplemental or additional vehicles must meet and adhere to all of the standards applicable to the Core Fleet, except as to vehicle color scheme and marking, which standards the Authority may temporarily waive, at its sole discretion.
  
- C. Conduct of Operation - The Concessionaire shall conduct its operations in an orderly and proper manner so as not to annoy or be offensive to others on Airport premises. Concessionaire shall be responsible for the conduct, demeanor and appearance of its officers, employees, agents, representatives and drivers; and upon objection from the Authority or its authorized representatives concerning the conduct, demeanor or appearance of such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection. All drivers and employees of Concessionaire must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies developed by the Concessionaire, that have been approved by the Authority.



- D. Conduct in Passenger Loading Areas - The Concessionaire shall require its drivers and vehicles to remain away from the Demand Taxicab Line and any other passenger loading area at the Terminal until such time as Concessionaire's Dispatchers specifically require the driver and vehicle to approach the passenger loading areas. The Concessionaire shall require vehicles in the Demand Taxicab Line to be staffed by drivers at all times. The Concessionaire shall require the doors of the vehicles nearest the moving traffic lane to be closed at all times.
  
- E. Rules and Regulations - The Concessionaire, its employees, agents and representatives shall obey all rules and regulations applicable to its operations at the Airport made and promulgated by the Authority from time to time during the term of this Agreement. Concessionaire shall prohibit any employee from smoking in the Commercial Ground Transportation Staging Building, the Passenger Loading Areas, or in any Permitted Vehicle.
  
- F. Authority's Right to Inspect - Concessionaire agrees Authority shall have the right to inspect its operations, premises, and vehicles at all times. Concessionaire agrees to promptly correct any service deficiencies, discrepancies, or other problems found during such inspections.
  
- G. Airport Driver's Orientation - The Concessionaire shall instruct each of its drivers, prior to assignment to the Airport, of the pertinent rules and regulations of the Airport and the applicable provisions of this Agreement.

Concessionaire shall notify all of its drivers that they are to accept any and all passengers desiring the services of the Concessionaire without unlawful discrimination of any kind. The Concessionaire agrees that any violation by drivers operating under this Agreement shall be cause for denying such driver the privilege to come upon the Airport to do business as a representative of the Concessionaire under this Agreement.

- H. Driver's Use of Facilities - The Concessionaire shall ensure that all drivers use the waste receptacles provided for the disposal of all waste materials, including cigarette butts, matches, paper and other accumulated waste. The Concessionaire shall ensure that all the facilities are maintained in a clean or orderly condition, including, but not limited to, the Commercial Ground Transportation Staging Building and Lot and the Passenger Loading Areas. The Concessionaire shall assign a daily maintenance crew to clean and monitor all Operations Areas. This daily maintenance crew shall be either Concessionaire's employees or subcontracted by Concessionaire.

**13. MANAGEMENT.**

- A. Dispatchers - The Concessionaire shall have qualified, competent and experienced dispatchers on site to conduct Concessionaire's operations at all reasonable times and during the periods of all incoming flights. Each dispatcher will be responsible for the coordinated and orderly assignment of vehicles to passengers for transport.

Dispatchers shall provide passengers assistance as needed, including offering information regarding services and transportation alternatives not provided by Concessionaire under this Agreement.

- B. On-Site Management - The Concessionaire will have a designated supervisor on hand to act for the Concessionaire and supervise and direct operations, the management, maintenance and operation of the concession.

Concessionaire shall further provide Authority with emergency telephone numbers at which Concessionaire's representative may be reached on a 24-hour basis.

- C. Standards of Operation - The Concessionaire shall maintain standards of operation for the service offered to the public at least equal to the highest quality of service rendered by similar demand taxicab service providers at other airports in the United States. At all

times the public shall be given the highest consideration in matters affecting the Concessionaire's operations.

- D. Management Plan - The Concessionaire agrees to provide a Management Plan prior to execution of this Agreement. The Management Plan shall be subject to written approval by the Authority. Concessionaire further agrees to update such Management Plan, if directed by the Authority, and submit such updated Management Plan for consent by the Authority. Concessionaire shall not modify or deviate from the Management Plan without the prior written approval of the Authority. The burden of proving compliance with the Management Plan rests with the Concessionaire. Failure to comply with the Management Plan shall be a default under this Agreement, entitling the Authority to exercise any and all available remedies.

Concessionaire's Management Plan must include at a minimum the following: staffing chart with supervisory contact information, dispatch plan in sufficient detail to describe procedures and management controls, audit program of driver performance and vehicle condition/appearance, Commercial Ground Transportation Staging Building and Lot management, customer services/restrictions and complaint resolution procedures.

- E. Personnel - Concessionaire shall at all times retain qualified, competent, and experienced employees to conduct its operations. Concessionaire's employees shall be clean, courteous, efficient, and neat in appearance. Concessionaire shall not employ any person or persons in or about the premises who shall use improper language, or act in a loud, boisterous or otherwise improper manner.
- F. Demand Taxicab Line - Concessionaire's Dispatcher will serve as the taxi starter to ascertain customer destinations, answer customer questions, and call up vehicles from the Commercial Ground Transportation Staging Lot as needed to meet customer demand.

1. Concessionaire shall not erect, display or maintain in view of the public any sign, poster, or similar device on the Airport without prior written approval of the Authority. Any such item not so approved may be removed by the Authority at the Concessionaire's expense provided, however, nothing in this paragraph shall be construed as to prevent the display of fare schedules.
  2. The Dispatcher will oversee the line of Permitted Vehicles available for hire. The Dispatcher will direct vehicles to the Passenger Loading Areas to load passengers and luggage in response to a passenger request only. No vehicle shall be released from the Commercial Ground Transportation Staging Lot, except to leave the Airport for a non-revenue trip, without a request from the Concessionaire's Dispatcher.
- G. Commercial Ground Transportation Staging Lot and Building - Authority will provide a Commercial Ground Transportation Staging Lot and Building for Concessionaire's Permitted Vehicles. Authority hereby grants Concessionaire a nonexclusive right to use such areas in common with other commercial ground transportation operators. Concessionaire shall clean and maintain the Lot and Building in a clean and presentable manner, reasonable wear and tear excepted, at its sole expense.
- H. Card Access System - At any time during the term of this Agreement, Authority may establish a card access system to limit vehicle access to the Demand Taxicab Line, any other passenger loading area, the Commercial Ground Transportation Staging Lot, or all of them. If Authority installs such an access control system, it will issue an adequate number of cards to Concessionaire to gain access to and egress from such areas. The initial card shall be provided without charge. Lost, stolen or damaged cards shall be replaced at a cost to Concessionaire of \$25.00 per card.

**14. HANDICAPPED ACCESSIBLE VEHICLES.**

- A. Vehicle Availability - The Concessionaire shall ensure that at least two (2) appropriately equipped vehicles are readily available to the Airport for purposes of transporting disabled persons. Such vehicles shall be operated by an appropriately trained driver. Fares to the public for the use of these vehicles shall be at the same rates as approved for other vehicles in the Fleet. In the event that the assigned vehicles are in use, the Concessionaire shall use its other resources available to ensure that such taxicab service for transportation of disabled persons is available at all times. The provisions of this Section are in addition to (and not a limitation of) any other requirements that may be imposed by applicable federal, state, or local laws or regulations, including without limitation, the Americans with Disabilities Act of 1990, and Title IV Code of Federal Regulations, Parts 27 and 37.
- B. Passenger Assistance - The Concessionaire agrees that it shall provide assistance to passengers who are using wheelchairs, when such passengers are entering and exiting the vehicles.

**15. DISPUTES.**

The Authority shall have the right to make reasonable objections to the Concessionaire as to the quality and appearance of vehicles available for hire, the character of the service rendered to the public, and the appearance and condition of the Operations Areas and other aspects of the operation of demand taxicab service at the Airport. Concessionaire agrees to promptly discontinue or remedy any such objectionable practice.

**16. DRIVERS.**

- A. Qualifications - While operating under this Agreement, Concessionaire shall provide Authority with a statement certifying that it has verified the following qualifications for each taxicab driver in order for that driver to apply for a Commercial Ground Transportation Driver's Permit:
1. That the driver is at least 18 years of age.

2. That the driver is legally authorized to work in the United States.
3. That the driver holds a valid driver's/operator's license issued by the State of Florida and that it has not been suspended or revoked.
4. That the driver is permitted to operate a taxicab under the Lee County Taxicab and Livery Ordinance, No. 00-01, or as amended, renumbered or replaced.

B. Commercial Ground Transportation Driver Permits - Concessionaire's drivers shall obtain a Lee County Port Authority Ground Transportation Driver's Permit, issued pursuant to the Authority's Ground Transportation System Policy, before working on the Airport.

1. Concessionaire shall pay for a commercial background investigation report, to be obtained by the Authority for each prospective driver, as part of each Driver Permit Application.
2. Concessionaire recognizes that the Authority may refuse to issue a Ground Transportation Driver's Permit to any applicant who is unable to furnish information and references that are satisfactory to the Authority.
3. Concessionaire recognizes that the Director of Operations, or his or her designated representative, has the Authority to suspend or revoke any Driver's Permit issued to one of Concessionaire's drivers at any time and for any reason set out in the Ground Transportation System Policy.
4. If a Driver wishes to terminate her or his employment with Concessionaire, or if Concessionaire either terminates a Driver's employment, or the Authority suspends or revokes said Driver's Permit, Concessionaire shall return the Permit to the Authority. Permits always remain the property of the Authority.

5. Every Permitted Vehicle driver shall have his/her Driver's Permit visibly displayed on the exterior of the Driver's blouse or shirt or in such vehicle at all times when on duty, and shall produce it upon demand of any passenger, Port Authority employee, or Airport, County, or State law enforcement officer.
- C. Driver Conduct and Appearance - Concessionaire's employees shall be clean, neat in appearance, and courteous at all times, and be appropriately attired in a uniform standard of apparel previously approved by the Authority. T-shirts, shorts and open-toed shoes are prohibited.
  - D. Replacement of Drivers - Concessionaire will replace any driver who in the judgment of the Authority exhibits poor standards of appearance or hygiene or who appears to be impaired by substance abuse or fatigue. Such drivers will not be allowed to board passengers.

**17. INDEMNIFICATION.**

Neither Lee County, the Authority nor any commissioner, officer, agent or employee of either shall be responsible or liable for any loss, damage or destruction of any property of Concessionaire or of its agents, servants, employees, independent contractors, customers, passengers or invitees occurring upon Airport property or arising out of Concessionaire's activities hereunder or for injury to, or the death of any person who is an agent, servant, employee, independent contractor, customer, passenger, or invitee of Concessionaire occurring upon Airport property or arising out of Concessionaire's activities hereunder. Concessionaire shall indemnify and save harmless, Lee County and the Authority and all persons or agencies listed above, from any judgments, compensatory or punitive in nature, obtained by anyone for personal injury, death or property damage sustained because of any of Concessionaire's permitted activities and shall pay all expenses, including costs and attorneys' fees, in defending against any such claim made against the Authority or any of the persons or agencies above enumerated; provided, however, that Concessionaire shall not be liable for any damage, injury, loss, or death occasioned by intentional acts of the Authority, its agents or employees. Concessionaire shall give Lee County

and the Authority prompt and timely written notice of any claim made or suit instituted arising out of Concessionaire's activities hereunder.

**18. INSURANCE.**

At all times hereunder, Concessionaire shall obtain, maintain, and provide at its own expense the following types and amounts of insurance:

- A. Comprehensive General Liability Insurance - Including automobile liability insurance covering owned, hired and non-owned vehicles. The policy or policies providing said coverage shall include premises, operations, independent contractors, personal injury (deleting any exclusion relating to employees) and contractual liability including, but not limited to, the liability assumed by Concessionaire under the hold harmless provision of this Agreement. Said policy or policies shall cover loss or liability for damages in an amount not less than Two Million Dollars (\$ 2,000,000.00); combined single limit, for each occurrence for bodily injury, death or property damage occurring by reason of the Concessionaire's operations in, on or about the assigned area or Airport.
- B. Comprehensive Automobile Liability Insurance - A business auto policy, including owned, hired, and non-owned vehicles, which includes contractual liability with minimum limits of \$100,000.00 per person, \$300,000.00 per accident, and Property Damage limit of not less than \$100,000.00 each accident.
- C. Workers' Compensation and Employer's Liability Insurance - In the amounts and form required by the Laws of the State of Florida. Employer's liability coverage limits shall be per Employee \$500,000, per Employee \$500,000 (Disease), Policy Limit \$500,000 (Disease).
- D. Authority Additional Insured - All policies and certificates must be primary without right of contribution from Authority's insurance, and name the Authority as an additional insured.



- E. Certificates of Insurance - Concessionaire must provide detailed certificates of all such insurance to the Authority before initiating operations at Airport and keep those certificates current at all times hereunder.
- F. Satisfactory Coverage - If any of the policies are unsatisfactory to the Authority as to form or substance, or if any of the insurance carriers issuing such policies shall be or become unsatisfactory to the Authority, Concessionaire shall promptly obtain a new and satisfactory replacement policy(s).
- G. Renewal - Concessionaire must provide a guarantee, reflected on the certificate, of at least thirty (30) days written notice to the Authority before the cancellation of or any material change in any insurance. If any of the Concessionaire's insurance is canceled, Concessionaire shall cease operations until such insurance can be provided.
- H. Business in Florida - All insurance shall be carried with companies authorized to transact business in the State of Florida and approved by the Authority.
- I. Periodic Review of Insurance Coverage - Authority reserves the right to review the insurance provisions stated herein as to amounts of coverage, new types of insurance and new terms (such as combined single limit coverage). If such review indicates that Concessionaire's insurance coverage is below the Authority's then existing minimum, the Authority reserves the right to modify the insurance coverage under this Agreement. The additional insurance coverage required as a result of the periodic review can be provided in the form of self-insured variety or through an amendment to the existing insurance policy.

**19. ASSIGNMENT OR SUBLETTING PROHIBITED.**

The rights granted herein neither constitute a deed nor the grant of an easement by the Authority. Concessionaire shall not assign or transfer this Agreement, privilege, or license conferred by this Agreement, either in whole or in any part, or sublet all or any part of the rights granted by the

Agreement, and any such assignment or sublease shall be voidable by the Authority, unless the Concessionaire first provides a written copy of the proposed assignment and obtains the written consent of the Authority's Board of Port Commissioners to the assignment, which may be withheld for any reason or for no reason.

Any change in the ownership or control of Concessionaire by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this Article.

Concessionaire may hire independent contractors as drivers under this Agreement without violating the terms of this Article so long as all services meet the requirements of this Agreement.

Regardless of Authority's consent to a proposed assignment of this Agreement, Concessionaire will remain liable for the performance of this Agreement following any assignment.

**20. INCORPORATION OF REQUEST FOR BIDS AND CONCESSIONAIRE'S PROPOSAL.**

Port Authority's Request for Proposals, PAB 06-07, Taxicab Concession Serving the Southwest Florida International Airport and Concessionaire's Proposal, dated \_\_\_\_\_, 2006, are hereby incorporated by reference and made a part hereof as set forth fully below. In the event of a conflict, the provisions of this Agreement shall control.

**21. GUARANTEE OF PERFORMANCE.**

Concessionaire will, within fifteen (15) days of the date of this Agreement, deliver to the Authority an irrevocable letter of credit in the amount of **ONE HUNDRED SIXTY THOUSAND DOLLARS AND 00/CENTS (\$160,000.00)**, to serve as security for the full and faithful performance by Concessionaire of all terms, covenants, and conditions of this Agreement, including but not limited to, the fees and charges to be paid throughout the entire term of this Agreement. The letter of credit shall be issued by a bank or trust company that is acceptable to the Authority, shall permit partial drawings, shall automatically renew each year unless at least sixty (60) days advance written notice of the issuer's election not to renew is provided to the Authority, and

shall be otherwise satisfactory to the Authority in form and content. If the letter of credit is not to be renewed, Concessionaire shall deliver a replacement letter of credit or other acceptable guarantee of performance to the Authority at least twenty (20) days before expiration of the current letter of credit; Concessionaire's failure to do so will constitute a breach of this Agreement and will entitle Authority to present the existing letter of credit for payment and draw same in addition to all other remedies available under this contract or at law.

If the letter of credit is drawn upon, Concessionaire will replenish or replace same so as to always maintain the full amount required under this Article available for Authority's protection. The Authority may, at its sole discretion, periodically require Concessionaire to increase or decrease the amount of the letter of credit posted under this Article at any time upon sixty (60) days written notice, based on Authority's assessment of loss exposure to the Authority and Concessionaire's performance of its obligations under this lease.

In lieu of the irrevocable letter of credit, Concessionaire may deliver to Authority a binding guaranty (performance bond), in form and substance acceptable to Authority, duly issued by a surety company which is acceptable to Authority, in the amount of **ONE HUNDRED SIXTY THOUSAND DOLLARS AND 00/CENTS (\$160,000.00)**, to serve as security for the full and faithful performance by Concessionaire of all terms, covenants, and conditions of this Agreement, including but not limited to, the fees and charges to be paid throughout the entire term of this Agreement. Such guaranty shall be in full force and effect during the term of this Agreement, provided that if initially issued for a lesser term, Concessionaire shall deliver a renewal certificate or replacement guaranty (similar in all respects to the initial guaranty) to the Authority at least thirty (30) days before expiration of the then current guaranty; failure to do so will constitute a breach and entitle Authority to collect the above amount under the existing guaranty and hold the cash as a cash security deposit, without interest, until an acceptable letter of credit or surety bond is substituted by the Concessionaire.

**22. INDEPENDENT CONTRACTOR.**

- A. No Employer/Employee Relationship - It is understood and agreed that Concessionaire is an independent contractor and that no relationship of employer-employee exists between Authority and Concessionaire. Concessionaire hereby holds Authority harmless from any and all claims that may be made against Authority based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
  
- B. Concessionaire's Operations Separate - It is further understood and agreed by the parties hereto that Concessionaire in the performance of its obligations herein is subject to the control or direction of Authority merely as to the results to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the results. No permitted or required approval by Authority of personnel, costs, or services of Concessionaire shall be construed as making Authority responsible for the manner in which Concessionaire performs its services or for any acts, errors or omissions of Concessionaire. Such approvals are intended only to give Authority the right to satisfy itself with the cost and status of work performed by Concessionaire.
  
- C. Employment of Third Parties - If, in the performance of this Agreement, Concessionaire employs any third persons, such persons shall be entirely and exclusively under the direction, supervision and control of Concessionaire. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment, or requirements of law, shall be determined by Concessionaire, and Authority shall have no right or authority over such person or the terms of such employment.
  
- D. Employment Reporting - It is further understood and agreed that Concessionaire shall issue all applicable forms and disclosures necessary for adherence to all applicable laws for income and employment tax purposes for all of Concessionaire's assigned personnel under the terms and conditions of this Agreement.

**23. TERMINATION.**

The Authority may terminate this Agreement for any of the following:

1. Concessionaire's failure to charge Airport fares and charges to customers whose trips originate at the Airport is grounds for termination of this Agreement without further notice. Said termination shall be additional, cumulative, and not exclusive of any other remedy or procedure contained in this Agreement or available in law or equity.
2. Concessionaire's failure to promptly remit the monthly Privilege Fee to the Authority.
3. Concessionaire service unsatisfactory to the Authority, but Authority may not declare Concessionaire's service to be unsatisfactory without prior written notice. Should the Authority deem the service rendered by Concessionaire hereunder unsatisfactory, it must notify Concessionaire in writing of the nature of its complaint. Examples of service deficiencies which will result in termination (or refusal to renew as appropriate) include, but are not limited to: (i) excessive customer complaints; (ii) absenteeism from the Airport; (iii) unacceptable equipment; (iv) failure to report for late flights; and (v) violations of airport rules and regulations. If Concessionaire fails to correct the particular service deficiencies outlined in such notice and that failure continues for ten (10) days after the date of said written notice, then the Authority may immediately terminate this Agreement.

Authority may immediately terminate in the event of a second similar complaint within a one-year period. In case of termination, this Agreement shall cease and expire as if the effective date of termination were the date of expiration of this Agreement.

4. Occurrence of:
- a. Concessionaire, if a corporation, shall without the prior written approval of the Authority merge or consolidate with another corporation or dissolve and remain dissolved for a period of more than sixty (60) days without reinstatement;
  - b. Concessionaire, if a partnership, shall be dissolved voluntarily or by operation of law or the order or decree of any Court having jurisdiction, or for any other reason;
  - c. Under any authority derived from a legislative act, resolution or rule, or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all, of the property of Concessionaire, and such possession or control shall continue in effect for more than thirty (30) days;
  - d. Lien is filed against the Airport premises because of any act or omission of Concessionaire, and such lien is not removed within thirty (30) days;
  - e. Concessionaire shall voluntarily abandon, desert, vacate or cease its operations on the Airport for a period of five (5) days;
  - f. Concessionaire shall fail to pay the sums due required hereunder punctually and when due to the Authority; or
  - g. Concessionaire, its agents, servants, or employees, shall permit on the premises, and during the operation of its business, any act or acts, held to be illegal or immoral, under any Federal, State, or local law whether by Statute, Ordinance, Resolution or Order.

5. In the instances set forth in subparagraphs (a) through (g) above, the Authority shall, before declaring a termination hereof, give written notice to cure the default to Concessionaire, and should such failure continue for ten (10) days after the giving of said written notice, the Authority may immediately terminate this Agreement. Upon termination pursuant to this paragraph, this Agreement shall cease and expire as if the effective date of termination stated in the notice was the date originally stated herein for the expiration of this Agreement.

**24. WAIVER.**

- A. No acceptance by the Authority of fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants, and conditions to be performed, kept or observed by Concessionaire shall be deemed a waiver of any right on the part of the Authority to terminate this Agreement.
- B. No waiver by the Authority of any default on the part of Concessionaire in the performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by Concessionaire shall be construed to be a waiver by the Authority of any other or subsequent default in performance of any terms, covenants, or conditions hereof to be performed, kept or observed by Concessionaire.

**25. COMPLIANCE WITH REGULATIONS.**

Concessionaire shall promptly observe, comply with and execute the provisions of any present and future law, rule, regulation, requirement, order or direction that may pertain or apply to the operations of Concessionaire on the Airport.

**26. TSA AND FAA SECURITY REQUIREMENTS.**

- A. General Requirements - Concessionaire agrees to observe all security requirements and other applicable requirements of the

Federal Aviation Regulations, including, without limitation 49 CFR Part 1542, as they may be amended from time to time. The Concessionaire agrees to comply with the Airport Security Program, and amendments thereto, as approved by the Federal Aviation Administration and/or TSA. The Concessionaire agrees to take such steps as may be necessary or directed by the Authority to insure that employees, contractors, agents, invitees and guests observe the requirements of the applicable Federal Aviation Regulations and the Airport Security Program. If, as a result of the acts or omissions of Concessionaire, its employees, contractors, agents, invitees or guests, the Authority incurs any fines and/or penalties imposed by the Federal Aviation Administration or the TSA, or any expense in enforcing these, including, without limitation Part 107, and/or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay and/or reimburse to Authority all such costs and expenses, including all attorneys' fees, costs of administrative proceedings, court costs, and all costs incurred by Authority in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined as such by the Authority or the Federal Aviation Administration or the TSA. In the event Concessionaire fails to remedy any such deficiency, the Authority may do so at the cost and expense of Concessionaire. The Authority reserves the right to take whatever action may be necessary to rectify any security deficiency or other deficiency. The provisions hereof shall survive the expiration or any other termination of this Agreement.

- B. Security Violations - Concessionaire agrees that it will indemnify and hold harmless Authority from and against, and agrees to pay or reimburse Authority for, any fine levied by the United States Federal Aviation Administration (FAA) or the TSA against Authority for any violation of federal airport security regulations caused by or attributable to Concessionaire or its directors, officers, contractors, employees or agents. Concessionaire further agrees that any violations of the Security Plan which result in fines to the Authority by the FAA or the TSA, and which are caused by Concessionaire, its directors, officers, agents, contractors or employees, will be assessable to Concessionaire by Authority, will be deemed to be



additional fees and charges and shall be payable to Authority immediately upon invoice.

**27. GENERAL PROVISIONS.**

- A. Federal Aviation Act Section 308 - Nothing herein contained shall be deemed to grant the Concessionaire any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the Concessionaire shall have the right to operate at Airport under the provisions of this Agreement.
- B. Reservation of Rights - Nothing contained in this Agreement shall grant to the Concessionaire any rights whatsoever in the air space above the Airport. In that regard, the Authority reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to, demolition or removal of structures upon the Airport premises, together with the right to prevent the Concessionaire from erecting or permitting to be erected any structure at the Airport which, in the opinion of the Authority, would limit the usefulness of or interfere with the operations at the Airport or constitute a hazard to aircraft.
1. Airspace - The Authority reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Airport, together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.
  2. Height - Concessionaire shall restrict the height of structures, objects of natural growth and other obstructions on any areas it occupies to a height that complies with all provisions of this Agreement and all applicable Federal Aviation Regulations, including but not limited to, Part 77.

3. Utility Easements - Authority reserves the right to maintain such utility easements and/or licenses on the Operational Areas as may now or in the future be determined to be necessary to serve the needs of the Airport, and the Concessionaire agrees to take this Agreement subject to said easement and/or license requirements. Such easements and/or licenses will be used for, but not limited to, the installation of water distribution, sewage collection, underground electrical and telephone conduits, above-ground street lighting and power poles.
- C. Subordination - This Agreement, and all provisions hereof, is subject and subordinate to the terms and conditions of the instruments and documents from the United States of America under which Lee County and Authority acquired and constructed the Airport, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the Authority and the United States Government relative to the operation or maintenance of the Airport, the expenditure of federal funds for the leasehold improvements or development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. In addition, this Agreement is subordinate and subject to the Revenue Bonds and the provisions of all resolutions heretofore and hereafter adopted by the Authority in connection with any other revenue bonds issued by the Authority with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation or assignment made at any time by Authority to secure any such bonds.

- D. Waiver of Claims - The Concessionaire hereby waives any claim against Southwest Florida International Airport and its officers, commissioners and employees for any consequential damages, including without limitation any loss of anticipated profits, caused by: (a) any failure of the Airport to comply with any obligations hereunder; (b) any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof; or (c) by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same or any part thereof, from being carried out; or (d) any change in the operation or configuration of, or any change in procedures governing the use of, the Airport. Notwithstanding the foregoing, this waiver of claims shall not apply to any wrongful termination of this Agreement by the Airport, or to any condition described by subparagraph (a), if the condition is due to the sole fault of the Airport, and: (i) the Airport has failed to cure such condition within forty-five (45) days following written notice of same from the Concessionaire; or (ii) if such condition is not capable of being cured within said forty-five (45) day period, the Airport has failed to commence to cure said condition within said period.
- E. Right to Develop Airport - It is further covenanted and agreed that the Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways, access roads and other areas as it may see fit, regardless of the desires or views of the Concessionaire and without interference or hindrance by Concessionaire.
- F. Right to Amend - In the event that the United States Government, the State of Florida, or any agency or department thereof, require modifications in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Concessionaire 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 required, and upon any failure of Concessionaire to agree to any such amendments, modifications, revisions, supplements, or deletions, the Authority shall be entitled to terminate this Agreement upon thirty (30) calendar days notice to the Concessionaire.

**28. CUMULATIVE REMEDIES.**

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Authority at law or in equity.

**29. NOTICES.**

All notices given to Concessionaire hereunder shall be given by hand delivery or United States Mail addressed to:

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All notices to the Authority shall be given by hand delivery or United States Mail to the Executive Director, LEE COUNTY PORT AUTHORITY, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913.

**30. NON-DISCRIMINATION.**

Concessionaire hereby agrees that in exercising any of the rights and privileges herein granted to it that it shall not discriminate on the grounds of race, color or national origin or permit discrimination against any person or group of persons in any manner prohibited by federal law, and the Authority hereby retains the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct, to enforce this nondiscrimination covenant.

**31. VENUE.**

Venue for any action arising from this Agreement shall be in Lee County, Florida.

**32. ATTORNEYS' FEES.**

In the event the Authority shall institute and prevail in any action for the enforcement of any of its rights hereunder, Concessionaire will pay to the Authority such reasonable attorneys' fees as determined by the Court, in addition to any other damage recoverable in such action.

IN WITNESS WHEREOF, the Authority has caused these presents to be executed in its name by its authorized representative, and Concessionaire has hereunto caused these presents to be executed in their name, all the day and year first above written.

ATTEST: CHARLIE GREEN  
Clerk of the Circuit Court

**BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairwoman or Vice Chairman

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Port Authority Attorney's Office

Signed, Sealed and Delivered  
in the presence of:

**CONCESSIONAIRE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

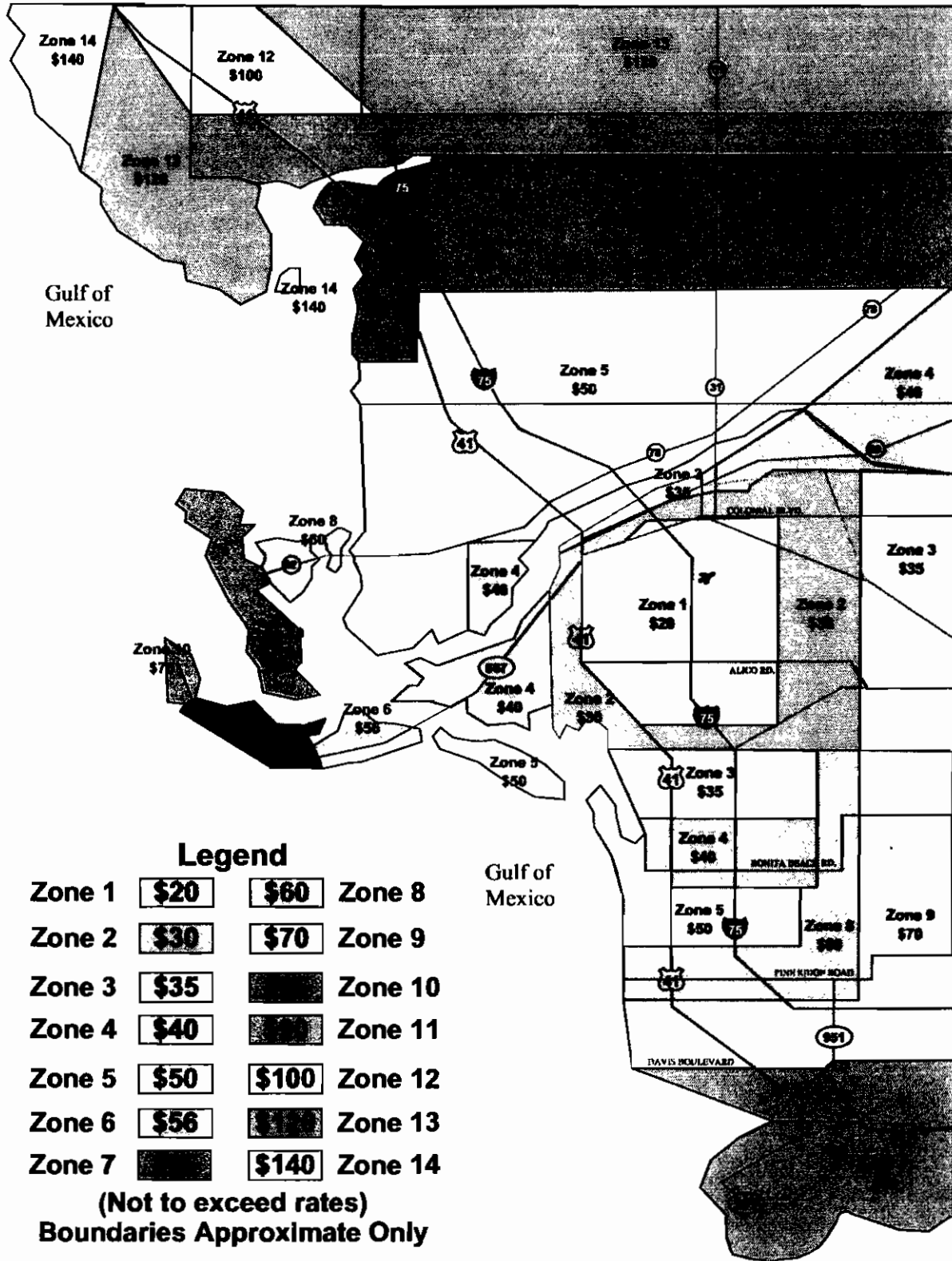
By: \_\_\_\_\_  
Printed Name

SEAL

\_\_\_\_\_  
Title



# Exhibit B RSW Taxi Zone Chart



**PLEASE NOTE THE FOLLOWING:**

Extra passenger fees of \$10 may be assessed for each passenger over 3 for a single trip.

Parties traveling to the same destination will split the zone fare.

Parties traveling to different destinations in the same zone will each pay 75% of the zone fare.

Parties traveling to different zones will each be charged the full zone fare.

Parties will not be required to share a ride involuntarily.

**MEMO TO:** Dick DeSalvo  
Public Resources

**FROM:** Joann M. Van Tine *JMVT*  
General Services

**DATE:** January 12, 2006

**SUBJECT:** Walk-On Agenda Item for January 17, 2006  
Meeting



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Enclosed please find a green sheet with accompanying backup documentation for a walk-on item the Port Authority would like to have included on the agenda for the January 17 Board of County Commissioners Meeting.

I've also enclosed 15 color copies each of Exhibits A & B to include in the copies of the backup material you provide to the commissioners and staff. They should be inserted where shown by the tabs in the material.

Please call me at 590-4522 if you have any questions or need additional information.

:jmvt

Enclosures: Taxi RFP

cc w/enc.: Robert M. Ball, Executive Director  
Edmunde J. Henke, Deputy Executive Director  
Ben Siegel, Administration  
Peter Modys, Aviation  
Pamela L. Conner, General Services  
Greg Hagen, Legal Services  
Susan Sanders, Public Relations  
Brian McGonagle, Finance