Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2011

Agenda Item No. 8(A)(3)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Award Recommendation to American Shuttle, Inc. for Exclusive Demand Shared Ground Transportation Services at Miami International Airport, ITB No. MDAD-03-10

Recommendation

It is recommended that the Board approve the attached Agreement between American Shuttle, Inc. and Miami-Dade County for Exclusive Demand Shared Ground Transportation Services at Miami International Airport. It is further recommended that the Board authorize the Mayor or designee to execute the agreement and exercise any renewal, termination or cancellation provisions therein.

Scope

Miami International Airport ("MIA or Airport") is located primarily within Commission District Six; however, the impact of this item is countywide as MIA is a regional asset.

Delegated Authority

In accordance with the identification of Delegations of Authority required by Section 2-8.3 of the Code of Miami-Dade County, Article 17.03 permits the Aviation Department to act whenever the County itself has the right to act under the Agreement. In addition, the Aviation Department ("MDAD") may (i) change Service Zones under Article 5.02(d), (ii) reassign use of the vehicle storage area under Article 5.02(e), (iii) allow changes in scheduled departure services under Article 5.02(f), (iv) take into account under Article 5.02(j) the maintenance and condition of the vans in determining whether to extend the Agreement for the three-year period, (v) purchase the vans under Article 5.02(j) upon termination of the Agreement, (vi) require A.S. under Article 5.02(v) to provide emergency parking shuttle services, (vii) and authorize the adjustment of per passenger fares under Article 5.05.

Fiscal Impact/Funding Source

This project is revenue generating. As part of its bid, American Shuttle bid a Minimum Annual Guarantee payment to the County of $783,137.50 (which is $65,261.45 per month), and under the Agreement, the County shall be paid the greater of $65,261.45 per month or 6.4% of American Shuttle's total monthly gross revenues.

Track Record/Monitor

The Project Manager is Mark Mitros, MDAD Landside Operations. American Shuttle, Inc. does not have a current contract with Miami-Dade County. American Shuttle, Inc. is an affiliate of Transportation America, Inc. which also does not have any contracts with the County; however, Transportation America, Inc. owns 58% of Advanced Transportation Solutions LLC (ATS), which has had a contract with Miami-Dade Transit (MDT) since 2004 for the provision of Special Transportation Services (STS). ATS has settled with the County for claims related to a closed Miami-Dade Police Department (MDPD)

investigation and reimbursed MDT for liquidated damages in connection with an Audit and Management Services (AMS) review of the MDT STS client database.

Compliance Data

There is no history of violations for this firm in the Small Business Development Department's database.

Background

The current agreement with Southern Shuttle Services, Inc. d/b/a SuperShuttle for Exclusive Demand Shared Ground Transportation Services at Miami International Airport will be expiring at 11:59 p.m. on February 19, 2012. In order to allow for a transition period, an Invitation to Bid (No. MDAD-03-10) for these services was advertised on June 24, 2011 for a single qualified Exclusive Demand Shared Ground Transportation Services Concessionaire for Miami International Airport. American Shuttle was the highest bidder, and, if the Board approves the attached Agreement, the County and American Shuttle will enter into the Agreement that requires A.S. to commence services on February 20, 2012 immediately upon expiration of the SuperShuttle Agreement.

Airports have the obligation to provide a wide range of transportation services for its passengers. Such services include pre-arranged services (where a passenger arranges for a specific type of transportation in advance of arriving at the airport) and demand services (where a passenger may request or "demand" to be taken to the place of his or her choice). Demand services can be provided by taxi cabs or by shared passenger vehicles. Here, MDAD issued the ITB to select a single provider of demand ground transportation services for multiple parties utilizing vans of a stated size.

Under the Agreement, American Shuttle is required to provide a certain number of vans and qualified drivers to operate to and from the Terminal Building of Miami International Airport, carrying multiple airline passengers to whatever destination the passengers' request, generally within Miami-Dade, Broward, and Palm Beach Counties. A.S.'s personnel will also provide all Terminal Building curbside services related to the Concessionaire's multiple-party vehicles, which will include 24-hours a day, 7-days a week staffing for demand shared ground transportation services from designated zones at the Terminal Building. Additionally, the County allows A.S. the nonexclusive right to provide pre-arranged shared ground transportation services to the Terminal Building, with drop-off areas at the Terminal Building designated by the Aviation Department from time to time.

Responses were received from the following firms on August 12, 2011:

1. American Shuttle, Inc.
2. SuperShuttle, Inc. submitted a "No Bid" letter with explanation (attached)

American Shuttle's bid was evaluated and deemed to have met the minimum qualifications. American Shuttle was also found in compliance with the Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal of fifteen (15%) percent as well as with the Financial Compliance Review performed by the Department's Finance and Professional Compliance Divisions.

On September 6, 2011, the Miami-Dade Aviation Department proceeded to open the bid price from American Shuttle as the one (1) responsible firm.

PROJECT:	Exclusive Demand Shared Ground Transportation Services at Miami International Airport
PROJECT NO.:	ITB No. MDAD-03-10
PROJECT LOCATION:	Miami International Airport
PROJECT DESCRIPTION:	Exclusive Demand Shared Ground Transportation Services at Miami International Airport will enhance the quality of services offered to the public at MIA. The Concessionaire shall be obligated to provide all the ground transportation services 24 hours per day each day of the year, and shall promptly provide such transportation service to all passengers or other airport users departing from or arriving at curbside at the Airport's Terminal Building. Promptly shall mean within twenty (20) minutes of such passenger arrival at curbside. The Concessionaire shall also provide a minimum of fifty (50) new air-conditioned, suitable, modern, transportation vehicles, in full compliance with all requirements of law applicable to such vehicles. The vehicles shall have a rated seating capacity of ten (10) persons or more, be of good quality, ready for use and immediately available to transport all passengers requesting demand ground transportation.
COMPANY NAME:	American Shuttle, Inc.
TERM OF AGREEMENT:	The initial term of the Agreement shall be five (5) years.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial five (5) year term may be extended for one (1) three (3) year period provided the extension is mutually agreed to by the County and the Concessionaire in writing.
CONTRACT MEASURES:	Fifteen percent (15%) Airport Concession Disadvantaged Business Enterprise (ACDBE) Goal
CONTRACT MEASURE ACHIEVED:	Fifteen percent (15%) ACDBE Firms MM Professional Transportation – Eight percent (8%) = $62,651.00 WRP & Associates, Inc. – Seven percent (7%) = $54,819.63
HOW LONG IN BUSINESS:	11 months – Newly formed entity - an affiliate of Transportation America, Inc., which has been in business for ten (10) years

COMPANY PRINCIPALS:	Raymond Gonzalez
COMPANY QUALIFIER(S):	Raymond Gonzalez
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Hispanic Male
COMPANY LOCATION:	2766 NW 62 Street Miami, FL 33147
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None. Transportation America, Inc. does not have any previous agreements with the County within the past five (5) years however, Transportation America, Inc. owns 58% of Advanced Transportation Solutions LLC (ATS), which is the current Special Transportation Services (STS) provider for the County.
ADVERTISEMENT DATE:	June 24, 2011
LIVING WAGE:	Not Applicable
USING DEPARTMENT:	Miami-Dade Aviation Department

Deputy Mayor

MEMORANDUM

(Revised)

TO:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners	**DATE:**	November 15, 2011
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Agenda Item No. 8(A)(3)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(3)
11-15-11

RESOLUTION NO. _____

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING EXCLUSIVE DEMAND SHARED GROUND TRANSPORTATION SERVICES AGREEMENT WITH AMERICAN SHUTTLE, INC. (A.S.) FOR A.S. TO PROVIDE DEMAND GROUND TRANSPORTATION SERVICES TO AND FROM THE AIRPORT FOR A MINIMUM ANNUAL GUARANTEE OF $783,137.50; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SUCH AGREEMENT AND TO EXERCISE THE RENEWAL AND TERMINATION PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the attached Exclusive Demand Shared Ground Transportation Services Agreement between Miami-Dade County and American Shuttle, Inc., ("A.S."), under which A.S. will provide to passengers on an exclusive basis shared demand ground transportation services to and from the Terminal Building at Miami International Airport in vans having a seating capacity of ten (10) or more passengers, and under which A.S. will be permitted on a non-exclusive basis to provide certain pre-arranged ground transportation services to and from such Terminal Building in the same class of vehicles, such Agreement requiring A.S. to pay the County a minimum annual guarantee of $783,137.50, and such Agreement to extend for an initial period of five (5) years from February 20, 2012, the expiration date of the Agreement with the current provider of such services, with the right at the sole discretion of the County to extend such Agreement for a single

three (3) year period of time; and authorizes the Mayor or Designee to execute such Agreement for and on behalf of Miami-Dade County and to exercise all renewal and termination provisions therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas P. Abbott

SuperShuttle

August 12, 2011

Clerk of the Board
Stephen P. Clark Center
111 N.W. 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RE: ITB No. MDAD-03-10
Exclusive Demand Shared Ground Transportation Services at Miami International Airport

To whom this may concern,

Southern Shuttle Services, Inc. dba SuperShuttle is submitting a "NO BID" in reference to the Invitation to Bid for the Exclusive Demand Shared Ground Transportation Services at Miami International Airport, ITB No. MDAD-03-10 for the following reasons:

1) This Bid requires the Concessionaire to own or lease the vehicles. This will not allow the Concessionaire the ability to provide a real Independent Contractor relationship between the Concessionaire and the drivers who would be the Independent Contractors.

2) The law requires that the Concessionaire or the Independent Contractors be required to carry Workers Compensation Insurance and therefore the tradeoff of the workers comp insurance premium cannot be saved by allowing the concessionaire to utilize independent contractors. The State of Florida requires all companies of three or more employees to carry workers compensation Insurance. If the company has less than three employees and does not carry the workers compensation insurance, the law requires the concessionaire to have the coverage. Therefore, the premium will be paid either by the independent contractor or the concessionaire. The workers comp carriers require the concessionaire to either have a copy of the independent contractors workers comp certificate or the premium is charged to the concessionaire as the concessionaire is legally responsible for any and all lawsuits.

3) This Bid requires that Bidders MUST bid a Minimum Annual Guarantee of at least $500,000.00. Due to the economic times along with the current and past volume of this service, the amount is excessive and needs to be adjusted to a lower amount.

4) Staffing of the Inbound and Outbound booths as a requirement in this Bid adds additional costs to the Concessionaire. During these economic times, these costs are excessive because the purpose of having the booths is to record revenue. Since we have not exceeded the minimum

Southern Shuttle Services, Inc.
Licensee of SuperShuttle Franchise Corporation
2595 N.W. 38th Street, Miami, Florida 33142, (305) 871-8210, Fax (305) 871-8475

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annual guarantee in the past ten years, the cost of manning the booths is an unnecessary expenditure.

5) This ITB require the concessionaire, in most cases to give a 15% portion of their gross revenue to an ACDBE certified company and requires them to fill out the required Letter of Intent and Participation Forms at the time of submittal. The Concessionaire's Plan may be to utilize small Independent Companies or Operators who will clearly be able to become certified within the guidelines allowable in this "New Business Model". Because these Operators are not certified at the time of the Bid Submittal, these genuine authentic ACDBE's cannot be utilized in this Bid due to the required Letter of Intent and Participation Forms that **MUST** be submitted at the time of the bid submittal instead of just submitting an ACDBE Plan that could be implemented at the time the new contract goes into effect.

Due to the items and issues described above along with the required Minimum Annual Guarantee (MAG) of $500,000.00 per year, we have determined that this Concession Agreement will not be advantageous for our company to pursue at these required terms and conditions. SuperShuttle, being the existing provider for the past eighteen years at the Miami International Airport and along with being a franchisee of the largest shared-ride transportation company in this country, believes that the required investment along with the required terms does not create a profitable business model.

In the event that Miami Dade Aviation Department would modify the ITB document or would like to discuss the issues described herein further, Southern Shuttle Service, Inc. dba SuperShuttle would be available at your convenience to assist in anyway. We thank you for allowing us the opportunity to submit a bid in this ITB process.

Also, we would like to thank you for allowing us the opportunity to provide shared ride demand service at the Miami International Airport for the past eighteen (18) years to the residents and guests of Miami-Dade County.

Sincerely,

Mark Levitt
President

Southern Shuttle Services, Inc.
Licensee of SuperShuttle Franchise Corporation

2595 N.W. 38th Street, Miami, Florida 33142, (305) 871-8210, FAX (305) 871-8475

Memorandum

MIAMI-DADE COUNTY

Date: August 23th, 2011

To: Sherri Johnson, Aviation Sr. Procurement Contract Officer
MDAD-Contract Administration Division

From: Milton Collins, Associate Director
MDAD-Minority Affairs Division

Subject: Compliance Review
Exclusive Demand Shared Ground Transportation Services at Miami International Airport
ITB No.: MDAD 03-10

The Miami-Dade Aviation Department, Minority Affairs Division (Minority Affairs) has completed its compliance review of the above referenced project with the Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program as per the requirements of the Code of Federal Regulations (49 CFR Part 23). The contract measure applicable to this Invitation to Bid (ITB) is 15% of total gross revenues for the Exclusive Demand Shared Ground Transportation Services at Miami International Airport. A bid was received from American Shuttle Inc.

American Shuttle Inc. submitted a Schedule of Participation (SOP) and Letter of Intent (LOI) for its Subcontractors, MM Professional Transportation 8%, and WRP & Associates 7%, committing to share 15% of its gross revenues with these firms in its bid. American Shuttle Inc. is in compliance with the DBE Participation Plan as their submittal meets the DBE subcontractor goal for this bid. MM Professional Transportation and WRP & Associates ACDBE certifications are currently valid as per the attached August19, 2011 documentation obtained from the Department of Small Business Development' website.

If any of the ACDBE firms listed on American Shuttle Schedule of Participation by ACDBE Firms are found not to be eligible, they must be substituted in accordance with Sections V and VI of the DBE Participation Provision contained in the ITB documents.

Please note that Minority Affairs staff only reviewed and addressed compliance with the ACDBE Participation Provision. The Contracts Administration Division is responsible for any other issues that may exist. Should you have any questions or need additional information, please contact Robert Bruce at 305-876-7748.

c: M. Vincent
A. Tecle
C. Corrales
R. Bruce
File

C:\Data\MDAD CORRESPONDENCE LTRS\MDAD 03-10 ITB EXCLUSIVE DEMAND SHARED GROUND TRANTSPORT COMPLI REV 8 11.doc

Ransom Johnson, Sherri (Aviation)

From: Hidalgo-Gato, Alice (SBD)
Sent: Monday, September 12, 2011 1:08 PM
To: Ransom Johnson, Sherri (Aviation)
Cc: Bielovucic, Yolanda
Subject: RE: Violation History
Attachments: disclaimer.txt

Nothing to report.

Alice Hidalgo-Gato, Division Director
Contract Review and Compliance Division
Department of Small Business Development
(305) 375-3153 / Fax (305) 375-2343
miamidade.gov
"Delivering Excellence Every Day"

Please consider the environment before printing this e-mail.

From: Ransom Johnson, Sherri (Aviation) [mailto:SRansom@miami-airport.com]
Sent: Monday, September 12, 2011 12:57 PM
To: Hidalgo-Gato, Alice (SBD)
Cc: Bielovucic, Yolanda
Subject: RE: Violation History

Are there any violations for Advanced Transportation Solutions LLC (ATS)?

Sherri Ransom Johnson
Aviation Sr. Procurement Contract Officer
Miami-Dade Aviation Department
Contracts Administration
305-869-3883 Phone
305-876-8068 Fax

"Delivering Excellence Everyday"

From: Hidalgo-Gato, Alice (SBD)
Sent: Monday, September 12, 2011 10:49 AM
To: Ransom Johnson, Sherri (Aviation)
Cc: Bielovucic, Yolanda
Subject: RE: Violation History

Nothing to report for Transportation America, Inc.

Alice Hidalgo-Gato, Division Director
Contract Review and Compliance Division
Department of Small Business Development
(305) 375-3153 / Fax (305) 375-2343
miamidade.gov
"Delivering Excellence Every Day"

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Please consider the environment before printing this e-mail.

From: Ransom Johnson, Sherri (Aviation) [mailto:SRansom@miami-airport.com]
Sent: Monday, September 12, 2011 10:32 AM
To: Hidalgo-Gato, Alice (SBD)
Cc: Bielovucic, Yolanda
Subject: RE: Violation History

Are there any violations for the firm, Transportation America, Inc.?

Sherri Ransom Johnson

Aviation Sr. Procurement Contract Officer
Miami-Dade Aviation Department
Contracts Administration
305-869-3883 Phone
305-876-8068 Fax

"Delivering Excellence Everyday"

From: Hidalgo-Gato, Alice (SBD)
Sent: Thursday, September 01, 2011 11:21 AM
To: Ransom Johnson, Sherri (Aviation)
Cc: Bielovucic, Yolanda
Subject: Violation History

Good morning Sherri,
Nothing to report for American Shuttle.
Regards,
Alice Hidalgo-Gato, Division Director
Contract Review and Compliance Division
Department of Small Business Development
(305) 375-3153 / Fax (305) 375-2343
miamidade.gov
"Delivering Excellence Every Day"

Please consider the environment before printing this e-mail.

From: Cummings-Labosslere, Jeanise (SBD)
Sent: Thursday, September 01, 2011 11:10 AM
To: Johnson, Laurie (SBD)
Cc: Hidalgo-Gato, Alice (SBD)
Subject: FW: Demand Shared Ground Transportation

Laurie,

Please see below.

Thanks

From: Ransom Johnson, Sherri (Aviation) [mailto:SRansom@miami-airport.com]
Sent: Thursday, September 01, 2011 11:08 AM
To: Cummings-Labossiere, Jeanise (SBD)
Subject: Demand Shared Ground Transportation

I don't know who handles this function anymore but please forward.

Does the firm, American Shuttle, Inc., have any violations in SBD's database?

Thanks.

Sherri Ransom Johnson
Aviation Sr. Procurement Contract Officer
Miami-Dade Aviation Department
Contracts Administration
305-869-3883 Phone
305-876-8068 Fax

"Delivering Excellence Everyday"

ITB No. MDAD-03-10
August 12, 2011
Exclusive Demand Shared Ground Transportation Services at Miami International Airport
American Shuttle, Inc.

	Submitted?	Reviewer Notes/Comments
Question # 7 Give names and addresses of at least three (3) non-affiliated references for operational and financial performance (reference letters may be submitted).	Yes	See Tab 1
Question # 8 Give names and addresses of at least three (3) bank references the bidder has used over the past three (3) years (reference letters may be submitted).	Yes	See Tab 2
Question # 10 Bidder must submit applicable tax returns for the past three (3) years: Forms 1120, 1120S, 1040 or 1065. • If a Joint Venture, all partners must submit the applicable tax returns for the past three (3) years: Forms 1120,1120S, 1040 or 1065. • If Bidder is an individual, attach the an audited personal financial statement (net worth) for the last two (2) years, reviewed by an independent certified public accountant. • If Bidder is a company, attach the company's audited financial statement for the last two (2) fiscal years, reviewed by an independent public accountant. • If Bidder is a new entity, then whatever tax returns and financial statements are available from the Bidder should be supplied, along with tax returns and financial statements of the Principal or Owner of the Bidder, as "Principal: is defined in Paragraphs 12 and 40 of this Appendix A, for the required three (3) years and two (2) years, respectively.	Yes	American Shuttle is a new entity. Audited Financial Statements and Tax Returns from parent company, Transportation America, Inc., were submitted for the past two and years, respectively. See Tab 3
Question # 11 List any and all businesses in which the Bidder has a financial interest through either partial or complete ownership of such businesses or operational or management involvement; state the nature of Bidder's interest (as sole owner, part owner, general partner, limited partner, officer, director or corporate shareholder, etc.); Bidder's share of each such business stated in a percentage; and the gross sales of each such business for each of the past five (5) years. Shares of corporations in which the bidder's holdings represent less than 1% of outstanding shares and in which the bidder has no management interest need not be declared here.	N/A	Per Tab A page # 5

ITB No. MDAD-03-10

August 12, 2011

Exclusive Demand Shared Ground Transportation Services at Miami International Airport

American Shuttle, Inc.

	Submitted?	Reviewer Notes/Comments
Question # 12 Please provide the names and addresses of each of the Bidder's officers, directors, shareholders holding more than twenty-five percent (25%) of the Bidder's voting common stock (if Bidder is a corporation), affiliates (as defined in paragraph 40 below) or other persons expected to make significant contributions to the business of the Bidder, all of whom, for the purposes of this Appendix A, are collectively referred to as "Principals" of the Bidder. Describe accurately and completely their ownership interests and their anticipated role in the management and operations of bidder.	Yes	See Tab 4
Question # 35 The Bidder represents that it (is/is not) owned or controlled by a parent company. For this purpose, a parent-company is defined as one which either owns or controls the activities and basic business policies of the Bidder. To own another company means the parent company must own at least a majority (more than fifty percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the Bidder, such other company is considered the parent of the Bidder. This control may be exercised through the use of dominant minority voting rights, use or proxy voting, contractual arrangements or otherwise.	Yes	See Tab 25

Sara Del Calvo

Sara Del Calvo, Professional Compliance Supervisor
Miami-Dade Aviation Department

8-26-2011
Date

Anne S. Lee

Anne S. Lee, Chief Financial Officer
Miami-Dade Aviation Department

8/30/2011
Date

The Financial Compliance Review verifies ITB requirements for the identified questions above were submitted. This review is not intended to make representations as to the creditworthiness of the proposer's financial position.

EXCLUSIVE DEMAND SHARED GROUND TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the

year Two Thousand and _____

Between the Owner: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the "COUNTY",

and the CONCESSIONAIRE:

American Shuttle, Inc.
2766 NW 62 Street
Miami, FL 33147

Which term shall include its, successors, legal representatives, and assigns.

For the Project Known As: Exclusive Demand Shared Ground Transportation Services

The Concessionaire will provide Exclusive Demand Shared Ground Transportation Services at Miami International Airport (the "Airport"), and in addition will comply with all obligations as they pertain to the service of attendants, multiple party vehicles, demand shared ground transportation services from designated zones in the vicinity of the Terminal Building ("Terminal") at the Airport. Additionally, the Concessionaire is afforded the nonexclusive right to provide prearranged shared ground transportation services to drop-off areas at the Terminal at the Airport as designated by the Department.

The Owner and CONCESSIONAIRE agree as set forth herein.

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Exhibit 2 – Van Staging Area
Exhibit 3 – Irrevocable Standby Letter of Credit and Performance Bond
Exhibit 4 – Executed Affidavits for Successful Bidder
Exhibit 5 - ACDBE Participation Provisions with executed ACDBE agreements
Exhibit 6 – Passenger Rates

EXCLUSIVE DEMAND SHARED GROUND TRANSPORTATION SERVICES AGREEMENT

W I T N E S E T H:

WHEREAS, the County as owner of the Miami International Airport through its Aviation Department (the "Department" or "MDAD"), is interested in providing world class demand shared-ride vehicle services to all those using Miami International Airport; and,

WHEREAS, the Concessionaire has offered to provide demand shared ride service in a manner that shall conform to the requirements of this Agreement and the Scope of Services in the County's ITB-MDAD -03-10 and all associated addenda, incorporated herein by reference; and,

WHEREAS, Demand Shared Ground Transportation Services have been an integral part of the transportation services provided at Miami International Airport, and finding such services to be in accordance with Miami International Airport's goal of maximizing passenger service and convenience, the County wishes to continue providing this type of Ground Transportation Service,

NOW THEREFORE, FOR and in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 - TERM

1.01 Term

The initial term of this Agreement is for five (5) consecutive years, commencing on February 20, 2012, provided, however, the Department, at its sole discretion, and if such exercise of discretion is not inconsistent with Federal law or requirements, may renew this agreement for one (1) three (3) year period of time upon the expiration of the initial term. If the Department chooses to exercise such option to renew, the Department shall provide Concessionaire with at least six (6) month's notice of such intent to renew.

1.02 Use of Airport Facilities

a. The County hereby initially makes available to the Concessionaire those locations in the Airport Terminal Building Lower Drive ("Lower Drive"), as shown on attached Exhibit 1, for the operations of starter services hereunder. Concessionaire shall have a license to use such locations, as they may be expanded, contracted, or relocated by the Department from time to time.

b. The Department reserves the right to relocate the starter booths at any time due to operational, construction or safety considerations. With the exception of emergencies, the County will give no less than fifteen (15) days advanced written notice of such relocation; such written notice shall constitute a mutually acceptable administrative Revision to Exhibit 1 of this Agreement. If the Department requires relocation of said booths, the cost for relocating and / or providing wiring for

electrical services to the new location shall be borne by the County. Further, the Department and the Concessionaire by mutual agreement may add or delete locations hereunder.

c. The Department will not provide the Concessionaire storage / maintenance facilities for its vehicles within the Airport property. The Concessionaire is required to store / stage the remaining fleet on its own property within a five-mile radius of the main Le Jeune Road (NW 42nd Ave.) entrance to the Airport. These facilities will be secured, maintained, and operated solely by the Concessionaire at its own cost. The Department, however, will make available to Concessionaire stand-by storage for up to ten (10) vehicles. Such storage area is initially designated on Exhibit 2. The Department shall have the right to amend Exhibit 2 from time to time and Concessionaire shall have a license to make use of such area as amended.

1.03 Bid Incorporated

The Bid of the Concessionaire, including all bid documents and Addenda upon which the Bid was made, is hereby incorporated into this Agreement by reference.

ARTICLE 2 - DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The terms "Airport" or "MIA" mean Miami International Airport.

b) The term "Commencement of Operations Date" shall mean the date and hour at and upon which Concessionaire must commence its operations and services at Miami International Airport as required in this Agreement, which shall be no earlier than and no later than 12:01 AM on Monday, February 20, 2012.

c) The term "Concessionaire" means the successful Bidder that receives the award of an Agreement from the County as a result of the ITB.

d) The term "County" means Miami-Dade County, a political subdivision of the State of Florida.

e) The terms "Department" or "MDAD" means Miami-Dade Aviation Department.

f) The term "Director" means the Director of the Aviation Department, or his or her designee.

g) The term "Effective Date" of the Exclusive Demand Shared Ground Transportation Services Agreement shall mean ten (10) days after the Agreement is executed by the County Manager of Miami-Dade County or designee and attested by the Clerk of the Board.

h) The term "Employee" means any individual performing services pursuant to this

agreement whether directly employed by the Concessionaire or through a contract agreement.

i) The term "Gross Revenues", mean all monies paid or payable to or consideration of determinable value received by the Concessionaire for sales made, transactions had, or services rendered from its operations, pursuant to Article 4 (Rentals, Payments and Reports) under this Agreement, regardless of when or where the services therefor are rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value. The term "Gross Revenues" shall not include any taxes imposed by law, which are separately stated to and actually paid by a customer and directly payable by the Concessionaire to a taxing authority and sales refunds.

j) The terms "Scope of Services" or "Scope of Work" mean the work to be performed by the Concessionaire as set forth in Article 3 of this Agreement.

k) The term "Solicitation" means the Invitation to Bid ("ITB") document, and all associated addenda and attachments.

l) The terms "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Concessionaire in accordance with the ITB and the terms and conditions of this Agreement.

ARTICLE 3 - PRODUCTS AND SERVICES

3.01 Products and Services

a. The Concessionaire will provide Exclusive Demand Shared Ground Transportation Services from designated zones in the vicinity of the Terminal Building ("Terminal") at the Airport. In addition, Concessionaire will comply with all obligations under this Agreement and under the ITB bid documents, including the obligations as to the service of attendants and multiple party vehicles.

b. The Concessionaire may provide nonexclusive prearranged shared ground transportation to the Airport.

c. To perform prearranged ground transportation services from the Airport from areas other than the commercial lane Demand Service Zones, the Concessionaire must comply with Miami-Dade Aviation Department's Operational Directive 24 and any other applicable requirement of the Department and the County.

d. During the term of this Agreement, the Concessionaire shall have the obligation to furnish, operate, and maintain vehicles for shared ride services in compliance with all the requirements outlined in this Agreement.

ARTICLE 4 - RENTALS, PAYMENTS AND REPORTS

4.01 Minimum Annual Guarantee

a. As consideration for the privileges granted the Concessionaire herein to engage in business at Miami International Airport and not as payment for the use and occupancy of any property or for any lease or license to use or occupy any property, during the first year of this Agreement the Concessionaire shall pay to the County in U.S. funds a Minimum Annual Guarantee of Seven Hundred and Eighty-three Thousand, One Hundred Thirty-seven dollars and Fifty cents **($783,137.50)** regardless of the level of annual gross revenues earned by Concessionaire under this Agreement. For purposes of payment of such annual amount, the Minimum Annual Guarantee for the first year shall be paid in equal monthly payments of $65,261.46 (with partial months of operation to be pro-rated as to such amount). Such monthly amount, and monthly amounts adjusted as provided in this Sub-article 4.01b, shall be paid on or before the first day of each month under this Agreement, in advance, without billing or demand.

b. The initial Minimum Annual Guarantee shall be applicable to the first year of the Agreement. For all subsequent years, such initial Minimum Annual Guarantee shall be increased by the percentage increase in the Consumer Price Index for all urban consumers in the U.S., South Urban Region (the "CPI"), with the percentage increase being measured by the increase in the CPI starting with the CPI as of the date closest to the date of the Agreement as compared to the CPI as of the date closest to twelve months later, with the percentage increase (if any) in the CPI being the percentage increase to be applied to the first month's payment due after payment of the prior year's twelve monthly payments; the MAG shall likewise be reduced by any annual decrease in the CPI, but in no event shall the Minimum Annual Guarantee ever be less than **$783,137.50** for any annual period under the term of this agreement provided, however, if the enplaned passenger count at MIA during the twelve-month CPI period has not increased over the twelve-month period in the preceding year, then the MAG shall not be increased by any CPI increase.

c. In the event of an identifiable national disaster, including an act of terrorism, that has a demonstrable effect in reducing MIA airline passenger traffic, and the passenger traffic in any quarterly period of the calendar year (herein, the "Affected Quarterly Period") has been reduced by more than twenty five percent (25%) of the traffic in the previous quarterly period, then the Minimum Annual Guarantee payment that is due in each month of the Affected Quarterly Period shall be fifty percent (50%) of the amount that was otherwise due under Sub-article 4.01a in the Affected Quarterly Period. Such reduction in the Minimum Annual Guarantee for a quarterly period shall continue from quarter to quarter until such time as the MIA passenger traffic has increased to eighty percent (80%) of the passenger traffic that existed in the quarterly period prior to the Affected Quarterly Period, at which time the Minimum Annual Guarantee shall revert to the levels established under Sub-article 4.01b, starting with the first quarterly period in which the 80% level is

reached. Provided, however, nothing in this Sub-article 4.01c shall affect the Concessionaire's obligation to pay the Percentage Fees under Sub-article 4.02 for gross revenues applicable to any month in a quarterly period.

d. In the event the State of Florida claims that the privilege fee set forth above in Section 4.01 or the Percentage Fee set forth below in Sub-article 4.02 is subject to state sales taxes, then consistent with Concessionaire's liability under Sub-article 17.01 for payment of all taxes attributable to its operations under this Agreement at the Airport, Concessionaire shall be responsible and liable, at its own cost, for responding to the claim and paying any taxes ultimately determined to be due under such claim.

4.02 Percentage Fee

a. As additional consideration for the privilege granted the Concessionaire herein to engage in business at Miami International Airport and not as payment for the use and occupancy of any property or for any lease or license to use or occupy any property, the Concessionaire shall, for the term of this Agreement, pay to the County on a monthly basis an additional fee (the Percentage Fee) of 6.4% of Concessionaire's monthly gross revenues, as Gross Revenues are defined in Sub-article 4.07,to the extent such Percentage Fee expressed in U.S. dollars exceeds the then-current monthly payment of the Minimum Annual Guarantee. Such Percentage Fee shall be paid in arrears by the tenth (10^{th}) day of the month following the month during which the gross revenues were received or accrued.

b. The parties acknowledge that the Minimum Annual Guarantee established under Sub-article 4.01b is the primary payment expected of Concessionaire under this Agreement and that such guarantee is an annual guarantee. However, because the annual guarantee is actually paid on a monthly basis, and because there may be severe fluctuations in monthly gross revenues resulting in Concessionaire's payment of a Percentage Fee in some months but not in others, the parties agree that at the end of each three-month quarterly period in each year of this Agreement a quarterly reconciliation of Concessionaire's payments under Sub-articles 4.01 and 4.02 shall be made, with such reconciliation subject to the Audit provisions of Sub-articles 4.10 and 4.11. If any quarterly reconciliation demonstrates that Concessionaire paid County more that it should have paid based on the cumulative effect of such three month's gross revenues, an adjustment shall be made to the minimum annual guarantee payment due on a monthly basis for each of the three months in the following three (3) months period (the "Adjusted Quarterly Period") so that the sum of the minimum monthly payments made in the Adjusted Monthly Period, along with the sum of the monthly minimum payments and the Percentage Fees paid during the prior quarters of the then-current annual period, shall be no less than the monthly minimum annual guarantee payments due for the then-current annual period up through the end of the Adjusted Quarterly Period. Provided, however, any downward adjustment to the quarterly minimum payment for a following quarter shall not relieve Concessionaire of the obligation to pay the Percentage Fee under Sub-article 4.02 for the monthly gross revenues generated for each month in that quarter, and any adjustments made during the course of an

annual period hereunder shall not relieve Concessionaire of its obligation to pay the then-applicable Minimum Annual Guarantee for the entire annual period plus any Percentage Fee under Sub-article 4.02 that may be applicable to gross revenues for the entire annual period.

4.03 Rental Rate Adjustment

If the Department provides leased facilities to Concessionaire, in addition to the licensed facilities described in Sub-article 1.03(a) above, such leased facilities shall be subject to annual rental rate adjustments made by the Department in accordance with then-existing County policy.

4.04 Late Payment

In the event the Concessionaire fails to make any payments as required to be paid under the provisions of this Agreement, within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (currently set at 1 ½ % per month) shall accrue against all such delinquent payment(s) from the original due date until the Department actually receives payment. The right of the County 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 rights of the County to enforce other provisions herein, including termination of this Agreement, or to pursue other remedies provided by law.

4.05 Dishonored Check or Draft

In the event the Concessionaire delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service charge of Twenty Five Dollars ($25.00) if the face value of the check is $50.00 or less, Thirty Dollars ($30.00) if the face value is more than Fifty Dollars ($50.00) and less than Three Hundred Dollars ($300.00), or Forty Dollars ($40.00), if the face value is Three Hundred Dollars ($300.00) or more or five percent (5%) of the face amount of such check, whichever is greater, plus penalties imposed by law as set forth in Sections 832.08 and 125.0105, Florida Statutes, as may be amended from time to time. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Department.

4.06 Payment Address

All payments required from the Concessionaire shall be due and payable, by mail, at the following:

Miami-Dade Aviation Department
Finance Division
Post Office Box 526624
Miami, Florida 33152-6624

Payments may be made by hand delivery to the offices of the Department / Finance Division, 4200 NW 36th St, Building 5A, 3rd Floor Miami, Fl 33122, during normal working hours.

4.07 Gross Revenues

The term "Gross Revenues", as used in this Agreement, means all monies paid or payable to, or considerations of determinable value received by the Concessionaire for sales made, transactions had, or services rendered from its operation, pursuant to the provisions of this Agreement, regardless of when or where the services therefor are rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value. The term "Gross Revenues" shall not include: (i) any taxes imposed by law, which are separately stated to and actually paid by a customer and directly payable by the Concessionaire to a taxing authority; and, (ii) sales refunds.

4.08 Records and Reports

a. The Concessionaire shall keep in Miami-Dade County, during the term of this Agreement, records and reports customarily used in this type of operation to calculate and report its Gross Revenues and to calculate the percentage fees payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Agreement. The form of all such records and reports shall be subject to the approval of the Department and/or the auditors of the County prior to commencement of operations hereunder.

b. An auditor of the County may be one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Services Department of the County or auditors of the State of Florida, or any auditor required by Federal, State and Local law. Subsequent recommendations for changes, additions or deletions to such records and reports by the auditors of the County shall be compiled with by the Concessionaire when requested by the Department. The Department and the auditors of the County shall have the right, without limitation, and shall be permitted during normal business hours, to audit and examine all records and reports relating to the Concessionaire's operations hereunder. The Concessionaire shall not be required to retain such records and reports in the County for more than five (5) years after the end of each annual period of this Agreement nor for more than three (3) years following termination of this Agreement.

4.09 Reports of Gross Revenues

On or before the tenth day following the end of each calendar month throughout the term of this Agreement, the Concessionaire shall furnish to the Department a statement of monthly Gross Revenues for its operations hereunder during the preceding calendar month and certify as to the accuracy of such Gross Revenues in the form prescribed by the Department. As a minimum, such report shall require a full and complete disclosure of Gross Revenues by vehicle.

4.10 Annual Audit

Within sixty (60) days of each anniversary of the commencement of operations date of this Agreement and within sixty (60) days following termination of this Agreement, the

Concessionaire shall, at its sole cost and expense, provide to the Department on an annual (or portion thereof) basis an audit report of Annual Gross Revenues, containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. Said accounting firm shall be approved in writing by the Department prior to being engaged. The report shall include a schedule of Annual Gross Revenues and percentage fees paid to the County under this Agreement, prepared in accordance with the comprehensive basis of accounting defined either under terms of this Agreement or under generally accepted accounting principles, and reported in the format as subsequently prescribed by the Department. The audit shall be conducted in accordance with generally accepted auditing standards and include the issuance of a management letter, which will contain the findings discovered during the course of the examination, such as recommendations to improve internal controls and other significant matters related to this Agreement. In addition, the audit shall also include comprehensive compliance procedures to determine whether the books of account, records and reports were kept in accordance with the terms of the Agreement for the period of examination. The auditor shall report such procedures and findings in a separate letter report to the Department. The last such report shall include the last day(s) of operations. All reports and letters required pursuant to this Sub-article 4.10 shall be submitted to and discussed with the Department in draft form before being issued in final form. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department.

4.11 Right to Audit and Inspect

The Department and the auditors of the County shall have the right, without limitation, to enter the area and any other premises of the Concessionaire from which it does business related to the operations hereunder, at any time during the normal operating hours of the Concessionaire, to: (l) inspect, review, verify and check all or any portion(s) of the Concessionaire's procedures for recording or compiling Revenue information by day or month; and (2) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of State sales tax returns, and work papers relating to operation of the Concessionaire, and other pertinent information as may be determined to be needed or desirable by the Department.

4.12 Revenue Control Procedures

Notwithstanding anything else proposed by the Concessionaire, the Concessionaire shall comply with revenue control procedures established from time to time by the Department, which procedures shall include, but not be limited to, strict requirements relative to tampering with monetary transactions.

4.13 Payment Security

Prior to the first day of operation under this Agreement, the Concessionaire shall provide the County with an irrevocable letter of credit, or Performance Bond (the form of which shall be substantially in conformance with the form contained in Exhibit 3) in the amount of the Minimum Annual Guarantee, or other type of security acceptable to the Department. Such payment security shall be kept in full force throughout the term of this Agreement.

The Department may draw upon such payment security instrument if the Concessionaire fails to pay the fees and charges required within the time limits specified herein.

ARTICLE 5 - STANDARDS OF OPERATION

5.01 Operating Procedures

The Concessionaire shall keep the shared ride vehicles operational 24 hours daily, seven (7) days per week, 52 weeks per year for the duration of the Agreement, with the County having the right to review and approve such operations, as set forth in this Agreement in accordance with the terms and conditions herein.

5.02 Minimum Features for Demand Services

a. **Demand Services – Defined** The term "Demand Services", as used herein, is defined to mean ground transportation services provided to any person requesting same on a demand basis from the designated service pick-up zones at the Airport, and for which service the charges or fares are fixed and are paid for by or on behalf of said person at the time the service is rendered in cash, credit card, or by voucher. All passenger transportation services shall mean door to door service. Said demand service pick-up zones and service areas are defined and set forth in Sub-article 5.02(c) below. For the purposes of this Agreement, Demand Services does not include ground transportation services provided by taxicabs, as defined in the Code of Miami Miami-Dade County, Florida, or Prearranged Contract Service as defined in subsection (b) below. At all times the obligation of the Concessionaire to provide required Demand Services shall take precedence over any right of the Concessionaire to provide Prearranged Services to the Airport, in the event of any conflicts or problems with equipment or staffing availability.

b. **Prearranged Contract Services – Defined** The term "Prearranged Contract Services," as used herein is defined to mean nonexclusive ground transportation services provided at a prearranged time, by a single vehicle or, in the case of large groups, by multiple vehicles specifically assigned for such services, from the Airport, to a predetermined specific location, which services are arranged and contracted for in advance of the arrival of the person or persons to be transported at the Airport, and for which service the charges or fares for the service are paid for either in advance by said person or persons as part of a tour, through fare, group or similar arrangement or through after the fact billing or credit arrangement, as in the case of airline crew transportation services. The provision of Prearranged Contract Services at the Airport, by the Concessionaire, shall be subject to the issuance by the Department of permits separate and apart from this Agreement and the uniform procedures and fees established by the Department and by Operational Directive 90-24.

c. **Demand Services – Services Areas** The Concessionaire shall have the obligation to provide Demand Services to all of Miami-Dade County and Broward County, as a minimum, and to other areas, as designated by the Concessionaire in the Bid submitted by the Concessionaire and any special remote passenger terminal

facilities which might be established to serve the Airport ("Service Areas"). The Concessionaire with the Department's written concurrence may add, delete or change the Service Areas each six months during the term or any extensions of this Agreement, in order to provide service consistent with customer demand. At least thirty (30) days in advance of any change in Service Areas, the Concessionaire shall publish and post notice of the Services Areas, prices, service frequencies and loading rules to be used in the following six month period.

d. **Demand Service Zones** Exhibit 1 shows the preferential use service zones for the Airport. These sites are to be used by the providers of Prearranged Contract Services, 24-hour demand service, taxicabs, and other vehicles owned or authorized by the Department to operate in the 24-hour demand service zones which are not transporting demand services passengers into or off the Airport ("Service Zones"). The Department, to accommodate changing patterns of ground transportation service demands, Airport operational and environmental concerns and Airport construction activities, shall have the right to change such Service Zones, upon reasonable notice to the Concessionaire and other users of the Service Zones. Because of the Department's needs to assure passenger safety and to respond to emergency conditions, Concessionaire agrees to respond immediately to a notice from the Department (such notice being provided in writing or orally) or at whatever other time the notice may indicate. The Department, at all times, shall have the right and duty to control, by means of operational directives, rules and regulations and other policy statements, the methods and areas of operation and number and size of vehicles, in general or by type of service provided), to be allowed at any time within the Service Zones, and particularly the 24 hour Demand Service Zones. Further, the Department shall have the right to move high density Demand Services of the Concessionaire from the Service Zones to other designed areas when required by operational necessity.

e. **Vehicle Storage Area** The Vehicle Storage Area, shown on Exhibit 2 shall be reserved for the temporary storage of up to ten vehicles to be used in providing Demand Shared Transportation Services under this Agreement. The Department shall have the right to reassign use of or relocate the vehicle storage area, but in no event shall the reassigned/relocated storage area provide for less than ten (10) vehicles of the Concessionaire. The Department will not provide storage /maintenance facilities on Airport property except as stated above. The Concessionaire is required to store/ stage the remaining fleet on its own property within a five mile radius of the main entrance to the Airport at Le Jeune Road (NW 42 Avenue).

f. **Service Obligations** The Concessionaire shall be obligated to provide all the ground transportation services authorized herein 24 hours per day each day of the year, and shall promptly provide such transportation service to all passengers arriving at curbside at the Airport Terminal facility. Promptly shall mean within twenty minutes of such passenger arrival at curbside. The Concessionaire shall adequately meet all demands for such service, including the implementation of additional services as provided for by this Agreement. The Department, in writing, may authorize the substitution of scheduled departure service to low customer

Demand Service Areas or the subcontracting of such service under such terms established by the Department.

g. **Terminal Building – Curbside Leases Space** In the event that the Concessionaire desires to lease, and the Department agrees to lease, vehicles dispatch facilities, counter space, office space, vehicle service or storage areas or other facilities in or about the Terminal Building and/or Terminal Building Curbside areas, not specifically provided under the terms of this Agreement, other than designated Demand Service starter positions, then such facilities shall be leased at prevailing rental rates.

h. **Control Check Booths** The Concessionaire shall staff, operate and maintain the control check booths assigned to the operation by the Department. All vehicles of the Concessionaire arriving at the Airport and all vehicles of the Concessionaire departing Demand Service Zones shall, unless otherwise authorized by the Department, stop at the control check booths for the making of required internal control checks, passenger counts, and so forth. Data collected by the Concessionaire from such control check booths shall be provided to the Department by the 15th day of each month for the Department's internal use.

i. **Public Buses** Nothing contained herein shall prevent the County, through the Department or another agency of the County, from providing public transportation or using public buses from and to the Airport and such shall not constitute a violation of the rights granted by this Agreement.

j. **Vehicles** The Concessionaire shall provide a minimum of fifty (50) new air-conditioned vehicles, suitable, modern, transportation vehicles, in full compliance with all requirements of law applicable to such vehicles. The vehicles shall have a rated seating capacity of ten (10) or more persons, such rated seating capacity as established by the manufacturer of the vehicle, be of good quality, ready for use and immediately available to transport all passengers requesting demand ground transportation pursuant to this Agreement.

New vehicles shall be defined as vehicles purchased by the Concessionaire within a 12 month period preceding the date of the Agreement first stated above, and all vehicles purchased thereafter during the term of this Agreement. The Concessionaire is responsible for maintaining all vehicles operating pursuant to this agreement in good condition so as to meet such demands for the transportation service rights granted to and obligations assumed by the Concessionaire under the Agreement. The Concessionaire shall maintain enough vehicles equipped with passenger wheel lifts so as to meet the American with Disabilities Act (ADA) requirements. The Concessionaire shall utilize equipment and services of other companies as may be necessary for it to meet the reasonable normal and peak demand for the services required of the Concessionaire under the Agreement at any time that the quantity of its own equipment is insufficient to meet the demand, as determined by the Department. Vehicles so used shall be of a quality at least equal to those owned by the Concessionaire and used to provide demand service herein. The Concessionaire shall maintain its vehicles and other equipment in a clean, first-

class operable condition and shall at all times maintain efficient and courteous service to the public. The Concessionaire shall equip all vehicles being used for services hereunder with two-way communication equipment. Vehicles used in this provision of service must be owned or leased by the Concessionaire, with the exception of vehicles owned or leased by the ACDBE identified for this Agreement. ACDBE firms may use temporary rental equipments (e.g. rental cars) to perform subcontracted tasks.

All vehicles operated by the Concessionaire in providing services under the Agreement shall have distinctive markings, painting, graphics, signing and colors, which identify the name of Concessionaire, the vehicle itself by a distinctive number and the type of service for which the vehicle is used. Color, paint, markings, graphics and signing shall be approved in advance by the Department. The Concessionaire shall maintain its vehicles in quality condition for any extension period and the determination of the Department to extend this Agreement will, in part, be based on the condition of the Concessionaire's vehicles and the Concessionaire's commitment to properly maintain, or replace vehicles as necessary. At any time during the initial period or extension period of this Agreement when vehicles are replaced by the Concessionaire or at the direction of the Department, the concessionaire shall acquire or replace the vehicles with vehicles approved by the Department.

During the initial term, if the Agreement is terminated for cause or by lapse of time, the County shall have the right to purchase the vehicles of the Concessionaire, used in providing the Demand Services, for the unamortized portion of the original purchase price, of such vehicles, on a four year straight line basis, but such right shall impose no obligation upon the County to purchase all or any of the vehicles. The Concessionaire shall furnish an inventory of its vehicles used in providing the Demand Service hereunder, along with documentation of the acquisition cost, within thirty (30) days of such acquisition, and as replacement vehicles are acquired.

During the initial term of this agreement or any of its extensions, no vehicle shall be any older than five (5) years; provided, however, the Aviation Department shall have the right to instruct the Concessionaire to remove those vehicles from the fleet, even if the vehicles are less than five (5) years old, if in the Aviation Department's reasonable determination the vehicles are unsafe or are inconsistent with a first-class operation that must be provided by Concessionaire at all times during the Agreement.

k. <u>Passenger Loading</u> Unless otherwise directed by the Department, the Concessionaire shall load passengers only within the Demand Service Zones as established and designated pursuant to Sub-article 1.03 of the Agreement. Notwithstanding anything to the contrary contained herein, any passenger loaded in the Demand Service Zones shall be considered a demand service passenger hereunder.

l. **Substitute Service** In the event of temporary or substantial 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, the Department, at its sole discretion, for passenger convenience, may supplement or authorize other services until complete service is restored by the Concessionaire. Any such action of substitution or authorization of other service on behalf of the County shall not be considered a violation by the County of the rights of the Concessionaire under the Agreement, nor shall it relieve the Concessionaire of its responsibilities, financial and otherwise, under the Agreement.

m. **Vehicles Waiting** The Concessionaire shall require its drivers and vehicles to remain away from the passenger loading areas and the starter positions at the Terminal until such time as either a Concessionaire or Department starter specifically instructs the driver and vehicle to approach the passenger loading area in a Service Zone. The Concessionaire shall ensure that its transportation vehicles in the waiting line are staffed by drivers. The Concessionaire shall require that the doors of its vehicles nearest the moving traffic lane be closed at all times.

n. **Complaints** The public shall be given the highest consideration in matters affecting the operation of the Concessionaire under the terms of this Agreement. Any questions or complaints regarding the standards of service, appearance and maintenance of the vehicles or other standards of operation or public safety, which shall be brought before the Department, shall be subject to review by the Department with due notice thereof given to the Concessionaire. The Department may take such action as it deems appropriate in the particular circumstances. The Concessionaire shall thereafter take the necessary steps to comply with any reasonable directive of the Department necessary to resolve complaints received and to prevent their recurrence. The Concessionaire shall send copies of all correspondence related to customer complaints relative to operations hereunder to the Department.

o. **Lost and Found** The Concessionaire shall operate a lost and found service for baggage and belongings of its customers.

p. **No Solicitations** No solicitations for private business other than that herein provided for shall be carried on by the Concessionaire at the Airport. The carrying on, or conducting, or the administration or supervision of any other type or kind of business at the Airport by the Concessionaire is strictly prohibited, unless specifically authorized by a separately issued permit or agreement. This prohibition includes, but is not limited to, activities such as the solicitation of, or the execution of rental car contracts, the receipts of rental cars or the servicing, parking or moving of rental cars at the Airport.

q. **Advertising** The Concessionaire may sell advertising space for display on the outside or inside of its demand service vehicles. All revenues derived from such sales shall be considered as part of Gross Revenue. Any form of advertising must receive prior approval from the County.

r. **No Interference** The Concessionaire shall conduct its operations in an orderly and proper manner so as not to annoy, disturb, interfere with or be offensive to others, and shall control the conduct, demeanor and appearance of its officers, employees, agents and representatives, and, upon objection from the County or its authorized representative(s) concerning the conduct, demeanor and appearance of such persons, shall immediately take all steps necessary to correct or remove the cause of the objection.

s. **Waste Disposal** The Concessionaire shall cause its drivers to use the waste receptacles provided for the disposal of all waste materials, including cigarette butts, matches, paper and other accumulated waste.

t. **Vehicles in Service** Vehicles shall be maintained so as to always have 90% of the fleet in service, 24 hours, seven (7) days a week, 52 weeks each year.

u. **Taxes** The Concessionaire shall be responsible for the payment of all sales and use taxes required by law, in any jurisdiction in which the services are provided.

v. **Emergency Services** In the event of disruption of the employee and/or public parking shuttle service(s) at the Airport, upon the written request of the Department, the Concessionaire, if deemed qualified by the Department to provide such service, shall operate said bus service on an interim basis. In such event, the Concessionaire shall be reimbursed for all actual costs plus ten percent (10%) of such costs. The actual costs shall be documented in a form auditable and acceptable to the Department. In the event of cessation or disruption of other ground transportation services at the airport, upon request of the Department, the Concessionaire shall enhance its service, during such cessation, or disruption, either directly or through a subcontract to a third party, the Department may directly provide or contract for some or all of such replacement services.

5.03 Rights or Interest in Equipment

In the event that any person has a right or interest in the Concessionaire's Vehicles or equipment by virtue of a security interest, lien, lease or chattel mortgage, the Concessionaire shall submit full details (including any security agreement, financing statement, and/or other instrument if existing) to MDAD. The Concessionaire hereby indemnifies and holds harmless MDAD from any damage or liability however arising and to whomever owed, which shall result from an act or omission or commission on the part of MDAD or its agents in dealing with third parties who claim ownership rights in the Concessionaire's property.

5.04 Initial Fares

The maximum per passenger fares for Demand Services from the Airport to the Demand Service Areas in Miami-Dade County, Broward County and other service areas identified in Exhibit 3, which the fares include applicable taxes identified in the Concessionaire's Bid, imposed by the Concessionaire during the first (6) six months of the term of this Agreement, have been provided to the County by the Concessionaire as part of its Bid for

award of this Agreement, and are incorporated herein by reference and shall be binding on the Concessionaire.

5.05 Fare Adjustments

The maximum per passenger fares pursuant to Sub-article 5.04 shall be subject to adjustment each six months, during the initial term of this Agreement or any extensions thereof, to compensate for increases in the price of fuel, the percent change in the Miami Area Consumer Price Index, labor cost changes, governmental mandated costs, or other required operational expenses. The Concessionaire shall request changes in writing, justifying such adjustments, which the Department may administratively authorize or adjust to the extent such adjustments are based upon operational increases.

Any other request-for-increase to passenger fares based upon other reasons than those stipulated above shall require approval by the Board of County Commissioners of Miami-Dade County, Florida. In addition, the per passenger fares charged by the Concessionaire for Demand Service passengers transported from the Airport shall not be less than the marginal cost of the Concessionaire in providing such services.

5.06 Posting of Fares

The Concessionaire shall develop a schedule of fares and services in an easily readable form, approved by the Department, which shall be printed in English and Spanish and any other languages as may be required by the Department. Such schedule shall be posted for the specified service areas and any other destinations served by the Concessionaire, at each passenger loading point required by the Department and shall be available in printed form in each vehicle and with a starter at each passenger loading point.

5.07 Right to Inspect

It shall be the right of MDAD, with or without notice to the Concessionaire, to inspect all vehicles and/or starter booths. At MDAD's request, which may be without advance notice, the Concessionaire shall make available said vehicle and/or starter booth to enable such inspection.

In addition, MDAD maintains the right to monitor and enforce quality standards, including without limitation, appearance, cleanliness, maintenance and repair of vehicles or equipment, attire and demeanor of employees, adequacy of staffing and overall responsiveness to MDAD and/or customer concerns regarding the operation of the Concession.

5.08 Employees

The Concessionaire's employees shall be clean, courteous, and neat in appearance at all times. The Concessionaire's employees shall be suitably uniformed and shall wear identification sufficient to establish their identity and affiliation with the Concessionaire. The Department must approve Concessionaires uniforms and company identification badge.

If it is determined by the Department that an employee of the Concessionaire has acted improperly in the performance of services hereunder, or contrary to the intent and purpose of this Agreement, the Concessionaire shall be so advised and shall promptly institute appropriate disciplinary action in accordance with the policies and procedures of the Concessionaire and the severity of the infraction. Should initial disciplinary action fail to correct the performance of an employee or should the severity of the infraction alleged so warrant, the Department shall have the right to require that the Concessionaire not use such employee in the provision of services under this Agreement.

5.09 Contract Manager

a. Concessionaire shall designate a Contract Manager who shall meet the experience requirements set forth in the ITB bid documents and who shall be responsible for the day-to-day operations of the Concessionaire hereunder. The Contract Manager shall have the authority and responsibility to insure proper operation of the Concession, to render decisions and to take all necessary action in connection with the Agreement. The Contract Manager shall reside within a reasonable distance of the Airport and be available twenty-four hours a day, seven (7) days a week. The Contract Manager may appoint a representative who may serve in the Contract Manager's capacity for a minimal period of time, such as to be present when the Contract Manager is on vacation, sick leave, or business trips. At the time a Representative acts in the place of the Contract Manager, the Representative shall have had the required five (5) years' experience required of the Contract Manager under the ITB bid documents.

b. For so long as its vehicles are in operation pursuant to the terms of the Agreement, the Concessionaire shall provide the Department with the Contract Manager's name, address, email address, beeper phone number, home telephone number, business telephone number, cellular telephone number and fax telephone number. The Contract Manager shall, at the least, be reachable by means of a business telephone number, beeper number, and cellular number for the purpose of responding to inquiries of the Department, emergency matters, or any other matters related to the Concessionaire's operations under the Agreement.

5.10 Resolution of Complaints

Questions or complaints regarding service, whether raised by customer complaints or MDAD's own initiative or otherwise, may be submitted to the Concessionaire who shall promptly and fully respond to such questions or complaints. MDAD may make service audits at its discretion, and the Concessionaire shall meet with MDAD to review the results thereof and to correct promptly any deficiencies observed. MDAD may reasonably request appropriate action by the Concessionaire to correct service deficiencies and such requests shall be complied with by the Concessionaire.

MDAD reserves the right to terminate the Agreement because of Concessionaire's failure to provide service commensurate with the specific terms of the Agreement and/or the reasonable expectations of customers and MDAD regarding the highest quality of merchandise, availability of merchandising, proper functioning of the vehicles and the like.

5.11 No Warranty of Security

MDAD MAKES NO WARRANTY TO THE CONCESSIONAIRE REGARDING THE SECURITY AND SAFETY OF THE AIRPORT, THE TERMINAL BUILDING, THE ROADWAY SYSTEM AT OR ABOUT THE TERMINAL BUILDING, OR CONCESSIONAIRE'S VEHICLES OR EQUIPMENT. ANY LOSS OCCASIONED TO THE CONCESSIONAIRE THROUGH DAMAGE TO OR LOSS OF VANDALISM TO VEHICLES OR EQUIPMENT, SHALL BE BORNE BY THE CONCESSIONAIRE WITHOUT RIGHT OF RECOVERY OR OFFSET AGAINST MDAD.

5.12 No Additional Services

The Concession herein granted is for Exclusive Demand Shared Ground Transportation Services and nonexclusive prearranged services to the Airport only and does not permit the Concessionaire under any circumstances to enter into any other service at Miami International Airport except as specifically permitted by this Agreement. No other services or concessions not expressly permitted herein shall be provided or engaged in by the Concessionaire without the express prior written approval of MDAD.

5.13 Right of Possession; License to use Airport Facilities

MDAD shall retain possession and control of all areas and premises used by the Concessionaire. MDAD grants to the Concessionaire for the term of this Agreement a license to enter the Facilities designated by the Department to provide the services and discharge the obligations specified in the Agreement and in particular, to provide starter services at the locations specified but no others. In the exercise of this License the Concessionaire shall at all times conform to the reasonable directions and requirements of MDAD as necessitated by the need for safe and efficient management and operation of the Facilities. Neither the County nor the Department makes any representation that the Facilities that are available for Concessionaire's use are adequate for Concessionaire's operations.

5.14 Sales Reporting

Concessionaire will be required to submit a Monthly Statement and an Annual Income Statement. Monthly sales must be reported. This report shall be submitted in a format acceptable to the Aviation Department.

5.15 Utilities

Concessionaire may obtain from MDAD, without charge, a reasonable supply of 110-volt electricity for operation of the Starter Booths. If existing outlets are inadequate, Concessionaire shall request permission for additional utility installations. In the event the Concessionaire receives approval for such installations, the Concessionaire may complete such installations at its own cost and expense. The expenses incurred for installations requiring voltage of over 110 volts are the sole responsibility of the Concessionaire and require prior written approval from MDAD. Concessionaire shall assure that all its electrical

connections are safe and secure against tampering. Concessionaire agrees to take such reasonable steps to conserve electricity as MDAD may direct.

5.16 Additional Rules and Regulations

MDAD shall have the right to adopt and enforce reasonable rules and regulations and operating performance standards with respect to the use of the Airport, Terminal Building, and related facilities, which Concessionaire agrees to observe and obey. Such rules or regulations and operating performance standards may be amended from time to time by the Department.

5.17 Right to Investigate

The County reserves the right to investigate the management, operational experience, reputation and business judgment of Concessionaire and its Management, including the conducting of investigations of the officers, directors, principal stockholders, other principals, if any, of the business entity of the Concessionaire, its affiliates and parents, and the proposed Management.

5.18 Monitoring Services

The Department shall have the right, without limitation, to monitor and test the quality of services of the Concessionaire, including, but not limited to, through the use of a shopping service, closed circuit TV, Automatic Vehicle Identification (AVI) device and other reasonable means.

ARTICLE 6 - MAINTENANCE

6.01 Cleaning and Maintenance

The Concessionaire shall keep each starter booth clean, maintained and operational at all times. The Concessionaire shall keep each vehicle, maintained and 90% of its fleet operational at all times. The Concessionaire shall do major repairs and restoration at an off-Airport location provided by the Concessionaire.

6.02 Removal of Trash

The Concessionaire shall, at its sole cost and expense remove, from the starter booth areas, all trash and refuse of any nature whatsoever from the operations at said location. Such trash and refuse shall temporarily be stored and disposed of in a manner approved by the Department.

ARTICLE 7 – ASSIGNMENT AND OWNERSHIP

7.01 Assignment

The Concessionaire shall not assign, transfer, or convey this Agreement to any other person, firm, association, or corporation in whole or in part. However, the Concessionaire

will be permitted to cause portions of the services to be performed by sub-contractors, partners or joint ventures so as to comply with ACDBE participation goals or any other required participation by way of sub-contracts, partnerships, or joint ventures that are determined or permitted under Articles 12 and 17.12.

7.02 Owner of Concessionaire

The Concessionaire shall take no actions that shall serve to transfer ownership or control of the business entity of the Concessionaire without the prior written approval of the Department.

ARTICLE 8 – INDEMNIFICATION / HOLD HARMLESS

8. 01 Indemnification / Hold Harmless

The Concessionaire shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance and operations under of this Agreement by the Concessionaire or its employees, agents, servants, partners, principals or Sub-Concessionaires. Concessionaire shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. This provision shall survive early cancellation or termination of this Agreement.

ARTICLE 9 - INSURANCE

9.01 Insurance Required:

Prior to execution of the Agreement by the County and commencement of the Agreement, the Concessionaire shall obtain all insurance required under this Article and submit it to the Miami-Dade Aviation Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the term of the Agreement.

The limits for each type of insurance may be revised upon MDAD Risk Management's review and approval of the Concessionaire's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the County determines that such coverage is necessary or desirable.

Certificate(s) of insurance from the Concessionaire must show coverage has been obtained that meets the requirements as outlined below during the provision of Services at the Facilities:

A. Workers' Compensation as required by Chapter 440, Florida Statutes.

B. Comprehensive General Liability in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than $1,000,000* per occurrence for bodily injury and property damage combined.

*Under no circumstances is the Concessionaire allowed on the Airside Operation Area without increasing automobile coverage to $5,000,000 as approved by MDAD Risk Management.

Nothing herein will relieve the Concessionaire of liability assumed by this Agreement.

9.02 Insurance Classifications:

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals, which most nearly reflect the operations of the Concessionaire under this Agreement.

9.03 Certificates of Insurance:

The Concessionaire shall furnish certificates of insurance to the County prior to commencing any operations under this Agreement, which certificates shall clearly indicate:

a) the Concessionaire has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-article;

b) the County is named as an additional insured; and

c) no material change or cancellation of said insurance shall be effective without thirty (30) days prior written notice to the County. The County reserves the right to require the Concessionaire to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Concessionaire.

9.04 Certificates of Renewal:

The Concessionaire shall furnish certificates evidencing renewal or replacement of required insurance coverage, thirty (30) days prior to expiration or cancellation. The Department reserves the right to reasonably amend the insurance requirements or to assume direct responsibility for carrying all or any of the required insurance coverage by the issuance of notice in writing to the Concessionaire. In the event the Department exercises its right to assume direct responsibility for any of the required insurance

coverage, the Concessionaire shall be named as an additional insured, where applicable provided the Department does not self-insure. Compliance with the foregoing requirements shall not relieve the Concessionaire of its liability and obligation under any other portion of this Agreement.

9.05 Certificates of Continuity:

The Concessionaire shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-article remain in force for the duration of the lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the lease period, the Concessionaire shall be responsible for submitting new or renewed insurance certificates to the MDAD Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

> The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the MDAD's Risk Management Office.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

9.06 Right to Examine

The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to: binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Concessionaire agrees to permit such inspection at the offices of the Department.

9.07 Personal Property

Any personal property of the Concessionaire used on or located at the Airport shall be at the sole risk of the Concessionaire or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

ARTICLE 10 - TERMINATION BY COUNTY

10.01 Automatic Termination

The discontinuance of operations and services required under this Agreement, except pursuant to or by reason of Acts of God or force of nature, for any period of time exceeding one consecutive 12 hour period shall constitute a default by the Concessionaire and this Agreement shall be automatically terminated upon declaration of termination by County without any notice required to be given to the Concessionaire.

10.02 Payment Defaults

The County shall have the right, upon five (5) calendar days written notice to the Concessionaire, specifying the amount of payment in default, to terminate this Agreement whenever the non-payment of any sum or sums due hereunder continues for a period of five (5) calendar days after the due date for such payments; provided, however, that such termination shall not be effective if Concessionaire makes the required payment within the notice period.

10.03 Standard Defaults

Failure of the Concessionaire to comply strictly with the Standards of Operation, as set forth in Article 5 above, shall constitute a default, and the County shall have the right upon ten (10) days written notice to terminate this Agreement, unless such default(s) has been cured within the notice period or, if a complete cure cannot be effected within the notice period, unless Concessionaire has taken reasonable steps within the notice period to effect the cure of the default within a reasonable period of time..

10.04 Other Defaults

The County shall have the right, upon thirty (30) calendar days written notice to the Concessionaire, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

A. Failure of the Concessionaire to comply with any covenants of this Agreement, other than the covenants to pay monies when due and defaults pursuant to Sub-article 10.02 (Payment Defaults) and Sub-article 10.05 (Revenue Control and Audit Defaults).

B. MDAD reserves the right to terminate the Agreement because of Concessionaire's failure to provide service commensurate with the specific terms of the Agreement and/or the reasonable expectations of customers and MDAD regarding the highest quality of merchandise, availability of merchandising, proper functioning of the vehicles and the like. The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

C. Repeat defaults (more than three (3) in any consecutive 12-month period) for any default under Sub-articles 10.02-10.05 shall be grounds for termination. If the County elects to terminate under the authority of this Sub-article, the Concessionaire will not be provided an opportunity to cure the default (s).

10.05 Revenue Control and Audit Default

The inability or failure of the Concessionaire to provide the County with an unqualified certified audit pursuant to Sub-article 4.10 (Annual Audit), or to strictly adhere to the revenue control procedures established pursuant to Sub-article 4.12 (Revenue Control Procedures) shall constitute a noncurable default and in such event the County shall have

the right to terminate this Agreement upon seven (7) calendar days written notice to the Concessionaire.

10.06 Drug-Free Workplace Default

The Concessionaire acknowledges, that as part of its Bid, it provided to the County a Drug-Free Workplace Affidavit certifying that it is providing a drug-free workplace for its employees, as required by County Ordinance No. 92-15, adopted on March 17, 1992, as such may be amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, the County shall have the right, upon thirty (30) days written notice to the Concessionaire, to terminate this Agreement in the event the Concessionaire fails to provide, as of each anniversary of the effective date of this Agreement, the annual re-certification affidavit as required by the Ordinance; provided, however, that such termination shall not be effective if the Concessionaire submits the required Affidavit within the notice period.

Further, this Agreement shall be terminated upon not less than fifteen (15) calendar days written notice to the Concessionaire, and without liability to the County, if the Department or the County Manager determines any of the following:

A. That the Concessionaire has made a false certification in its execution of the Affidavit submitted with its Bid or in its annual re-certification as required by the Ordinance;

B. That the Concessionaire has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance.

C. That such a number of employees of the Concessionaire has been convicted of violations occurring in its workplace(s) as to indicate that the Concessionaire has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

ARTICLE 11 - TERMINATION BY CONCESSIONAIRE

11.01 Termination by Concessionaire

The Concessionaire shall have the right, upon ninety (90) calendar days written notice to the County, to terminate this Agreement, without liability to the County, at any time after the occurrence of one or more of the following events:

A. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the remaining in force of said injunction for a period of more than ninety (90) calendar days.

B. Breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the County to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by certified mail from the Concessionaire of the existence of such breach.

C. Assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the Airport facilities or any substantial part, or parts thereof, in such a manner as substantially to restrict the operations of the Concessionaire for a period of ninety (90) days.

ARTICLE 12 - NONDISCRIMINATION

12.01 Equal Employment Opportunity

In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), the Concessionaire shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Concessionaire shall take affirmative actions' to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

The Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this equal Employment Opportunity clause. The Concessionaire shall comply with all applicable provisions of the Civil Rights Act of 1964; Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, revised Order No. 4 issued December 1, 1951, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, Executive Order 13166 issued August 11, 2000, Improving Access to Services for persons with Limited English Proficiency (LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statues § 112.041, §112.042, §112.043 and the Miami-Dade County Code, Section 11A1 through 13A1, Articles 3 and 4.

The Concessionaire shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

12.02 Nondiscriminatory Access to Premises

The Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Concessionaire shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation, as amended from time to time.

12.03 Breach of Nondiscrimination Covenants

In the event it has been determined that the Concessionaire has breached any enforceable nondiscrimination covenants contained in Sub-article 12.01 Equal Employment Opportunity and Sub-article 12.02 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Concessionaire fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Sub-article 10.04 Other Defaults hereof.

12.04 Nondiscrimination

During the performance of this Agreement, the Concessionaire agrees as follows: The Concessionaire shall, in all solicitations or advertisements for employees placed by or on behalf of the Concessionaire, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry physical handicap or disability. The Concessionaire shall furnish all information and reports required by Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessionaire books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Concessionaire's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with the Termination by County Article hereof and the Concessionaire may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Concessionaire will include Sub-article 12.01 Equal Employment Opportunity and Sub-article 12.02 Nondiscriminatory Access to Premises of this Article in the Concessionaire sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, so that such provisions will be binding upon each sub-consultant. The Concessionaire shall take such action with respect to any sub-contract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Concessionaire becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Concessionaire may request the United States to enter into such litigation to protect the interests of the United States.

12.05 Disability Nondiscrimination Affidavit

By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Concessionaire attests that this is not in violation of the

Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Concessionaire or any owner, subsidiary or other firm affiliated with or related to the Concessionaire is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with Article 10 Termination by County hereof. This Agreement shall be void if the Concessionaire submits a false affidavit pursuant to this Resolution or the Concessionaire violated the Act or the Resolution during the term of this Agreement, even if the Concessionaire was not in violation at the time it submitted its affidavit.

12.06 Affirmative Action / Nondiscrimination of Employment Promotion and Procurement Practices (County Code Section 2-8.1.5)

In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Procurement Management. Said firms must also submit, as a part of their Lease to be filed with the Clerk of the Board, an appropriately completed and signed Affirmation that its Affirmative Action Plan/Procurement Policy Affidavit, as applicable, is current, complete and accurate.

12.07 Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation Plan

I. ACDBE REQUIREMENTS

It is the policy of the County that ACDBE's shall have the maximum practical opportunity to participate in the performance of County agreements. As used in the Bid Documents, the term "Airport Concession Disadvantaged Business Enterprises (ACDBE)" means a small business concern, which (a) is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Code of Federal Regulations. **The County has established an ACDBE concession specific goal of 15% percent of gross revenues.** The ACDBE contract goal can be achieved either through the Bidder being an ACDBE itself, a partnership or joint venture, or subcontracting a percentage of gross revenues in terms of labor services, purchase of goods and services excluding fuel.

The Airport Concession Disadvantaged Business Enterprise (ACDBE) Plan must be submitted with the Bid in accordance with Appendix C, Section II and its supporting documents: Joint Venture Agreement, Sub-concession Agreement, etc. The Successful Bidder will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting ACDBE revenue and operational expenses, commencing 90 days after beneficial occupancy and monthly thereafter, on or before the 10th of every month.

II. COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS

1. When an ACDBE participates in a contract, only the value of the work actually performed by the ACDBE toward the ACDBE goal will be counted.

2. When an ACDBE performs as a participant in a joint venture a portion of the total dollar value of the contract **during the complete contract term,** equal to the clearly defined portion of the work of the contract that the ACDBE performs will be counted toward ACDBE goals as outlined in **Appendix C.** "Airport Concession Disadvantaged Business Enterprise Participation Plan/Provision" and ACDBE Joint Venture Guidance by the U.S. Department of Transportation, Federal Aviation Administration (USDOT-FAA) ACDBE Appendix 7.

3. Expenditures to an ACDBE contractor toward ACDBE goals will be counted only if the ACDBE is performing a commercially useful function as defined below:

   (a) An ACDBE performs a commercially useful function when it is responsible for execution of specific quantifiable work of the contract and is carrying out its responsibilities by actually performing, or managing, or supervising the specific identified work.

   MDAD will determine whether an ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture Agreement; the subcontract agreement or other agreements in accordance with industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

   (b) An ACDBE does not perform a commercially useful function if its role is limited to that of an extra participant in a financial or other transaction, contract, or project through which funds are passed in order to obtain the appearance of ACDBE participation.

   (c) If an ACDBE does not perform or exercise responsibility for at least seventy (70%) percent of its participation or if the ACDBE subcontract's a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the ACDBE is not performing a commercially useful function.

   (d) When an ACDBE is presumed not to be performing a commercially useful function as provided in paragraph (c) of this section, the ACDBE may present evidence to rebut this presumption. MDAD will determine that the firm is performing a commercially useful

function given the type of work involved and normal industry practices.

4. MDAD's decision on commercially useful function matters are final.

4. ACDBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING

Bidders may satisfy a part of the ACDBE goal by Joint Venturing with an ACDBE as detailed in the ACDBE Joint Venture Guidance by the U.S.DOT-FAA; ACDBE Appendix 7. The Joint Venture agreement must specify the following:

(1) Each ACDBE joint venture ("JV") partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-ACDBE JV partner as specified in the Joint Venture Guidance by U.S. DOT-FAA (Appendix 7).

The work should be submitted as part of this solicitation and annually thereafter to the Aviation Department's Minority Affairs Division.

The ACDBE Joint Venture partner will be required to spend the minimum amount of aggregate time on-site, focused on the operation of the concession. Such "minimum amount of aggregate time" is defined as ten (10) hours per week.

(2) Each joint venture partner must submit a notarized Monthly Utilization Report and a notarized Monthly Report of ACDBE Joint Venture Activity providing details of how the performance objectives were achieved and providing documentation of that achievement on the form. This information should include, but not limited to:

a. Details of training sessions, including class rosters and lesson plans.
b. Deliverables and work products.
c. Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.
d. Proof that employees of partner actually work for them (payroll, payroll tax returns and the like).

(3) Each ACBDE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.

(4) Each ACDBE JV partner must perform work that is commensurate with the Lease Agreement.

As described below, each Bidder must submit, as part of its Bid, a plan for the achievement of ACDBE goal, ACDBE Utilization, Schedule of Participation by ACDBE firms; JV Agreement and the Letter of Intent from

certified ACDBEs who are Certified or have applied for Certification. Certification information can be obtained through the Miami-Dade County, Department of Small Business Development (SBD) or the Florida Unified Certification Program as required by Airport Concession Disadvantaged Business Enterprise Participation Plan (ACDBE).

Without limiting the requirements of the Agreement, the County will have the right to review and approve all agreements utilized for the achievement of these goals. Such agreements must be submitted with the Bid.

IV. CERTIFICATION - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

In order to participate as an ACDBE on this contract, an ACDBE must be certified or have applied for certification to the Miami-Dade County, Department of Small Business Development (SBD) or Florida Uniform Certification Program (FLUCP) at the time of Bid submittal, but the ACDBE firm must be fully certified on or before the award date. ACDBE firms must maintain their certification throughout the term of this agreement.

Application for certification as an ACDBE may be obtained by contacting the Miami-Dade County, Department of Small Business Development located at 111 N.W. 1st Street, Stephen P. Clark Center, 19th Floor, Miami Florida 33128-1974 or by telephone at (305) 375-3111, or visit their website at www.co.miamidade.gov/sbd.

The ACDBE Certification List is maintained and published at least every other week by the Miami-Dade County, Department of Small Business Development and contains the names and addresses of currently certified Airport Concession Disadvantaged Business Enterprise (ACDBE's) certified by the agency.

The FLUCP (Florida Unified Certification Program) Directory is available at **www.dot.state.fl.us/equalopportunityoffice/.** The Directory lists the firm's name, address, phone number, date of the most recent certification, certifying agency and type of work the firm has been certified to perform. The FLUCP updates the data every 24 hours and revises the Directory regularly. The address for Florida UCP is:

Florida Department of Transportation
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, Florida 32399-0450
Tel: (850) 414-4747 Fax: (850) 414-4879

V. AFFIRMATIVE ACTION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS

The Successful Bidder acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, Provisions of Title VI of the Civil

Rights Act of 1964, and 49 CFR Part 23, Airport Concession Disadvantaged Business Enterprise Programs, are applicable to the activities of the Successful Bidder under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, U.S. Department of Transportation and the Federal Aviation Administration.

These requirements may include, but not be limited to, the compliance with Airport Concession Disadvantaged Business Enterprise and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the MDAD, the contracting of specified percentages of goods and services contracts to Airport Concession Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that the Successful Bidder has defaulted in the requirement to comply with the provisions of this section and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to Default language referenced in the Agreement.

The Successful Bidder shall include the following nondiscrimination language in concession and management contracts with MDAD which is an assurance and clarification clause requested by the DOT and approved by the Miami Dade Aviation Director:

"This agreement is subject to the requirements of the US Department of Transportation's Regulations 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23".

"The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements".

The provisions of this Section shall be considered to be in addition to and not in lieu of the provisions of Title VI of the Civil Rights Act of 1964 applies.

The Successful Bidder agrees to include the above statements in any subsequent lease and concession agreements.

VI. ACDBE MENTORING, ASSISTANCE AND TRAINING PROGRAM

Consistent with the goal of providing ACDBE's with hands-on participation and the responsibility for a clearly defined portion of the Airport Concession operations, subject to **Sub-article 12.07 "Airport Concession Disadvantaged Business Enterprises"** hereof, each ACDBE shall have the duty and responsibility to operate

certain areas of the concession(s) following a mentoring period, if needed, which shall include but not be limited to the following specific duties and responsibilities:

A. Store Operations

(1) Passenger profile analysis
(2) Cash handling/sales audit
(3) Enhancing sales
(4) Selling to the customer
(5) Staffing to meet customer levels
(6) Opening and closing procedures

B. Personnel

(1) Employment practices
(2) Compliance with wage and hour laws
(3) Compliance with County and Airport requirements
(4) Designing compensation and benefits plans
(5) Management and staff training to enhance product knowledge and customer service
(6) Warehousing packaging and sales reporting of merchandise

C. Shop Design and Display

(1) Retail layout
(2) Merchandising techniques
(3) Visual display techniques

D. Loss Prevention

(1) External and internal theft
(2) Shop security

E. Books, Records and Reports

(1) The books of account and supporting records of the joint venture(s) and the sub-concessionaire(s) shall be maintained at the principal office and shall be open for inspection by the MDAD or the ACDBE sub-concessionaire(s) or Joint Venture(s), upon reasonable prior written notice, during business hours.

(2) The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Successful Bidder shall provide to the sub-concessionaire(s) or joint venture(s), within an agreed upon time after the end of each month during the term of this agreement, an unaudited operating (*i.e.*, income) statement for the preceding month and for the year-to-date.

(3) Reports of the ACDBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Development Divisions, outlining the specific areas of training (i.e., components covered, total number of hours of training, training material covered, etc.).

VII. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN

The Successful Bidder shall contract with those firm(s) as are listed on the Successful Bidder's ACDBE Participation Plan in the Bid documents and approved by the Department, and shall thereafter neither (i) terminate such ACDBE firm(s), nor (ii) reduce the scope of the work to be performed, nor (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the ACDBE firm(s) without the prior written authorization of the Department.

The MDAD shall monitor the compliance of the Successful Bidder with the requirements of this provision during the term and/or extension of this agreement.

The MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records, records of expenditures, agreements between the Successful Bidder and the ACDBE Participant, and other records pertaining to ACDBE Participation Plan.

If at any time the MDAD has reason to believe that the Successful Bidder is in violation of this provision, the County may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the termination or cancellation of the agreement in whole or in part, unless the Successful Bidder demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the MDAD upon the Successful Bidder except pursuant to a hearing conducted by the ACDBELO and/or Director.

ARTICLE 13 - RULES, REGULATIONS AND PERMITS

13.01 Rules and Regulations

a. The Concessionaire shall comply with the Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Metropolitan Miami-Dade County, Florida, as the same may be amended from time to time, and any Operational Directives issued thereunder. The Concessionaire is presumed to be familiar with and shall comply with all additional laws, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations or activities under this Agreement. Failure to comply with these rules and regulations will give the Department the right to terminate the Agreement with the Concessionaire.

b. The Concessionaire shall in particular comply with all federal statutes, regulations and Department directives relating to security measures, including compliance with requirements relating to hiring of employees, screening of bags and cargo, and movement of vehicles.

13.02 Permits and Licenses

Concessionaire shall obtain, pay for, and maintain current all permits and licenses as required for its operation hereunder.

ARTICLE 14 - CIVIL ACTIONS

14.01 Governing Law; Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the State or Federal courts within the State of Florida.

14.02 Registered Office/Agent; Jurisdiction

Concessionaire, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.0501, Florida Statutes, as may be amended from time to time. If the Concessionaire is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on an alleged breach of this Agreement.

ARTICLE 15 - ACTIONS AT TERMINATION

15.01 Actions at Termination

On or before the termination date of this Agreement, provided that the Concessionaire is current in all the payments required pursuant to this Agreement, the Concessionaire shall, at its sole cost and expense, remove all of its personal property from the Airport. Any personal property of the Concessionaire not removed in accordance with this Article may be removed by the Department for storage at the cost of the Concessionaire. Failure on the part of the Concessionaire to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

ARTICLE 16 - TRUST AGREEMENT

16.01 Incorporation of Trust Agreement by Reference

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of December 15, 2002, by and among Miami-Dade County and JPMorgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee, (the "Trust Agreement") which Trust Agreement is incorporated herein by reference thereto, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their Revision or adjustment. Copies of the Trust Agreement may be examined by the Concessionaire at the offices of the Department during normal working hours.

16.02 Adjustment of Terms and Conditions

If at any time during the term of this Agreement, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Concessionaire or by other Concessionaires under other agreements of the County for the lease or use of premises used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the terms and conditions and the rentals, fees and charges payable by the Concessionaire and others shall not thereafter be unjustly discriminatory to any user of like premises and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has revised the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County, pursuant to this provision, this Agreement shall be amended to incorporate such revision of the terms and conditions, upon the issuance of written notice from the Department to the Concessionaire.

ARTICLE 17 - GENERAL PROVISIONS

17.01 Payment of Taxes

The Concessionaire shall pay all taxes lawfully assessed against the Concessionaire and its interests in its operations hereunder; provided, however, that the Concessionaire shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay it after the ultimate adverse conclusion of such contest shall constitute default, pursuant to Sub-article 10.03 hereof.

17.02 Alterations by Concessionaire

The Concessionaire shall not make any alterations or revisions or other improvements on the Airport without first obtaining written approval from the Department. This shall include signage of any form on any surface.

17.03 Rights to be Exercised by Department

Wherever in this Agreement rights are reserved to the County, the Department may exercise such rights.

17.04 Security

The Concessionaire acknowledges and accepts full responsibility for the security and protection of its equipment, vehicles, other personal property and money used in connection therewith. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of said equipment, personal property and money shall be the sole responsibility of the Concessionaire and shall involve no cost to the County.

17.05 Rights of County at Airport

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Concessionaire for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole active negligence of the County, its employees, or agents.

17.06 Federal Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

17.07 Notices

Any notices given under the provisions of this Agreement shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

To the County:

Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102

To the Concessionaire:

American Shuttle, Inc.
2766 NW 62 Street
Miami, FL 33147

Or to such other respective addresses as the parties may designate to each other in writing from time to time in accordance with this Sub-article 17.07. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service.

17.08 Severability

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction or a hearing examiner in a bid protest proceeding, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

17.09 Rights Reserved to County

A. All rights not specifically granted to the Concessionaire by this Agreement are reserved to the County.

B. Right to Regulate: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the concessionaire or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning appeals Board, the Building and Zoning Department, the Planning Department (as they may be renamed from time to time), or any department, board or agency of the County, to agree to any specific request of Concessionaire that relates in any way to the regulatory or quasi-judicial power of the County and the county shall be released and held harmless by concessionaire from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal form County action wherein the sole remedy sought is reversal of the County's action.

C. Right of Operation of Airport and Flight: The County hereby reserves, and the Concessionaire agrees to such reservation, for the use and benefit of the County and the public, a right to make improvements to and to use the airport and the right

of flight for the passage of aircraft in the air space above the surface of the Premises and Improvements leased herein or used by Concessionaire, together with the right to cause in said airspace and at such Airport such noise and inconvenience and business interruption as may be inherent in the making of improvements and operation of aircraft at or about the Airport, which aircraft many now be known or hereafter used for navigation of or flight in the air, and using said air space or landing at, taking off from, or operating at the Airport.

17.10 Lien

The County shall have a lien upon all personal property of the Concessionaire on the Airport to secure the payment to the County of any unpaid money accruing to the County under the terms of this Agreement.

17.11 Authorized Uses Only

Notwithstanding anything to the contrary herein, the Concessionaire shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would invalidate any insurance policies of the County or any policies of insurance written on behalf of the Concessionaire under this Agreement.

17.12 No Waiver

There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Concessionaire unless such waiver is explicitly made in writing by the Department.

17.13 Sub-Concessionaires

If the Concessionaire, with the written approval of the Department, causes any part of this Agreement to be performed by a Sub-Concessionaire, the provisions of this Agreement will apply to such Sub-Concessionaire and its officers, agents and employees in all respects as if it and they were employees of the Concessionaire; and the Concessionaire will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Sub-Concessionaire, its officers, agents, and employees, as if they were employees of the Concessionaire. The services performed by the Sub-Concessionaire will be subject to the provisions hereof as if performed directly by the Concessionaire.

The Concessionaire, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Sub-Concessionaire, the portion of the Services which the Sub-Concessionaire is to do, the place of business of such Sub-Concessionaire, and such other information as the County may require. The County will have the right to require the Concessionaire not to award any subcontract to a person, firm or corporation disapproved by the County.

Before entering into any subcontract hereunder, the Concessionaire will inform the Sub-

Concessionaire fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Sub-Concessionaire will strictly comply with the requirements of this Contract.

In order to qualify as a Sub-Concessionaire satisfactory to the County, in addition to the other requirements herein provided, the Sub-Concessionaire must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Sub-Concessionaire must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Concessionaire's obligations under this Agreement. All Sub-Concessionaires are required to protect the confidentiality of the County's proprietary and confidential information. Concessionaire shall furnish to the County copies of all subcontracts between Concessionaire and Sub-Concessionaires and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Sub-Concessionaire of its obligations under the subcontract, in the event the County finds Concessionaire in breach of its obligations, the option to pay the Sub-Concessionaire directly for the performance by such Sub-Concessionaire. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Sub-Concessionaire hereunder as more fully described herein.

17.14 Solicitation

Except as provided by Section 2-11.1(s) of the Miami-Dade County Code, the Concessionaire warrant(s): 1) that it has not employed or retained any company or person other than a bona fide employee working solely for the Concessionaire to solicit or secure this Agreement; and 2) that it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. For breach of violation of this warranty, the County has the right to annul this Agreement without liability to the Concessionaire for any reason whatsoever.

17.15 Conflict of Interest

Notwithstanding the provisions of any Federal, State or County law governing the activities of the Concessionaire hereunder, commencing as of the effective date of this Agreement and continuing for the term hereof, the Concessionaire shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state or country or any Concessionaire or airline at the Airport, which would constitute a conflict with interests of the County hereunder or with the services provided by the Concessionaire to the County hereunder. The Director shall make determination(s), binding upon the parties, as to whether conflicts exist or will exist and if such will be serious enough to constitute a conflict hereunder.

17.16 Compliance with Applicable Law

The Concessionaire shall comply with all applicable provision of law pertaining to the services of the Concessionaire required under this Agreement.

17.17 Rules and Regulations

The Concessionaire shall comply with the Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, all additional laws, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations or activities under this Agreement.

17.18 Violations of Rules and Regulations

The Concessionaire agrees to pay on behalf of the County any penalty, assessment or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Concessionaire, its agents, employees or invitee, have violated any law, ordinance, regulation or rule described in Sub-articles 17.16 and 17.17 above or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of this Sub-article 17.18 and Sub-articles 17.16 and 17.17 above shall be included in every contract and other agreement, which the Concessionaire may enter into related to its operations and activities under this Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

17.19 No Damages for Delay

The Concessionaire hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other Concessionaires, and agree that any such claim shall be fully compensated for by an extension of time to complete performance of the Services.

17.20 Right of Decision

All services shall be performed by the Concessionaire to the satisfaction of the Department or its designee, who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

17.21 Administrative Revisions

It is understood and agreed that the Department, upon written notice to the Concessionaire, shall have the right to modify administratively and to revise Articles and the Exhibits to this Agreement, provided however that such revisions, except for those under Sub-article 1.03 above, shall not have a materially adverse effect on the right of Concessionaire to operate hereunder.

17.22 No Estoppel or Waiver

No acceptance, order, measurement, payment, or certificate of or by the County or its employees or agents shall estop the County from asserting any right of this Agreement. There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Concessionaire unless such waiver is explicitly made in writing by the Department waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

17.23 Inspections

The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to the area and any area from which the Concessionaire does business related to the operations hereunder, at all reasonable times, for the purposes of inspection to determine compliance with the provisions of this Agreement. This right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

17.24 Independent Private Sector Inspector General

The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Concessionaire and County in connection with this agreement. The scope of services performed by an IPSIG may include, but is not limited to, monitoring and investigating compliance with contract specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to, project design, establishment of bid specifications, bid submittals, activities of Concessionaire, its officer, agents and employees, lobbyists, County staff and elected officials.

Upon written notice to Concessionaire from an IPSIG, the Concessionaire shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Concessionaire's

possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents; back-charge documents; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Concessionaire, its officers, agents, and employees. The Concessionaire shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Concessionaire in connection with the performance of the agreement.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Concessionaire or third parties.

17.25 Trademarks and Licenses

The County may, from time to time, require the Concessionaire as part of its advertising and marketing program, to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County in the performance of this Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Concessionaire and the Department, on behalf of the County, granting the Concessionaire the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property created pursuant to the terms of this Agreement without requiring payment of fees therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo, computer software or intellectual property in the Concessionaire.

17.26 Performance:

The parties expressly agree that time is of the essence in the performance of this Agreement and that the failure by the Concessionaire to complete performance within the time specified, or within a reasonable time, if no time is specified herein, shall relieve the County of any obligation to accept such performance.

17.27 Entirety of Agreement:

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, revised, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

17.28 Binding Effect

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

17.29 County - Concessionaire Relationship

Notwithstanding any of the terms, conditions and covenants of this Agreement, nothing contained herein shall be construed as creating any landlord and tenant relationship between the County and the Concessionaire, except for any leases separately entered into between the County and Concessionaire, in which event Concessionaire's rights as a tenant shall be restricted to those set forth in any such leases. Further, officers, agents, or employees of the Concessionaire shall not be deemed to be employees of the County for any purpose whatsoever. No partnership or joint venture relationship between the County or the Department and the Concessionaire is created or intended in this Agreement.

17.30 No Waiver of Governmental Regulatory Authority

Nothing in this Agreement should be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Concessionaire or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Zoning Department (as it may by renamed from time to time), the Planning Department, or any department, board or agency of the County, to agree to any specific request of Concessionaire that relates in any way to the agency of the County, to agree to any specific request of Concessionaire that relates in any way to the regulatory or quasi-judicial power of the county and the county shall be released and held harmless by Concessionaire from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the county's action or injunctive relief, nor shall it preclude any action based on the County's bad faith, capricious behavior or arbitrary action.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

(COUNTY SEAL)

By: _____
Deputy Clerk

Concessionaire (If a Corporation)

Concessionaire

(Corp. Seal)

By: _____
Signature

RAY GONZALEZ
Print Name

Attest: _____ notary Public
Secretary

GEORGE LIMA
Print Name

Notary Public State of Florida
George Lima
My Commission DD820543
Expires 09/07/2012

Approved for Form and Legal Sufficiency

BY: _____
Assistant County Attorney

EXHIBIT 1

STARTER LOCATION MAP/MATRIX

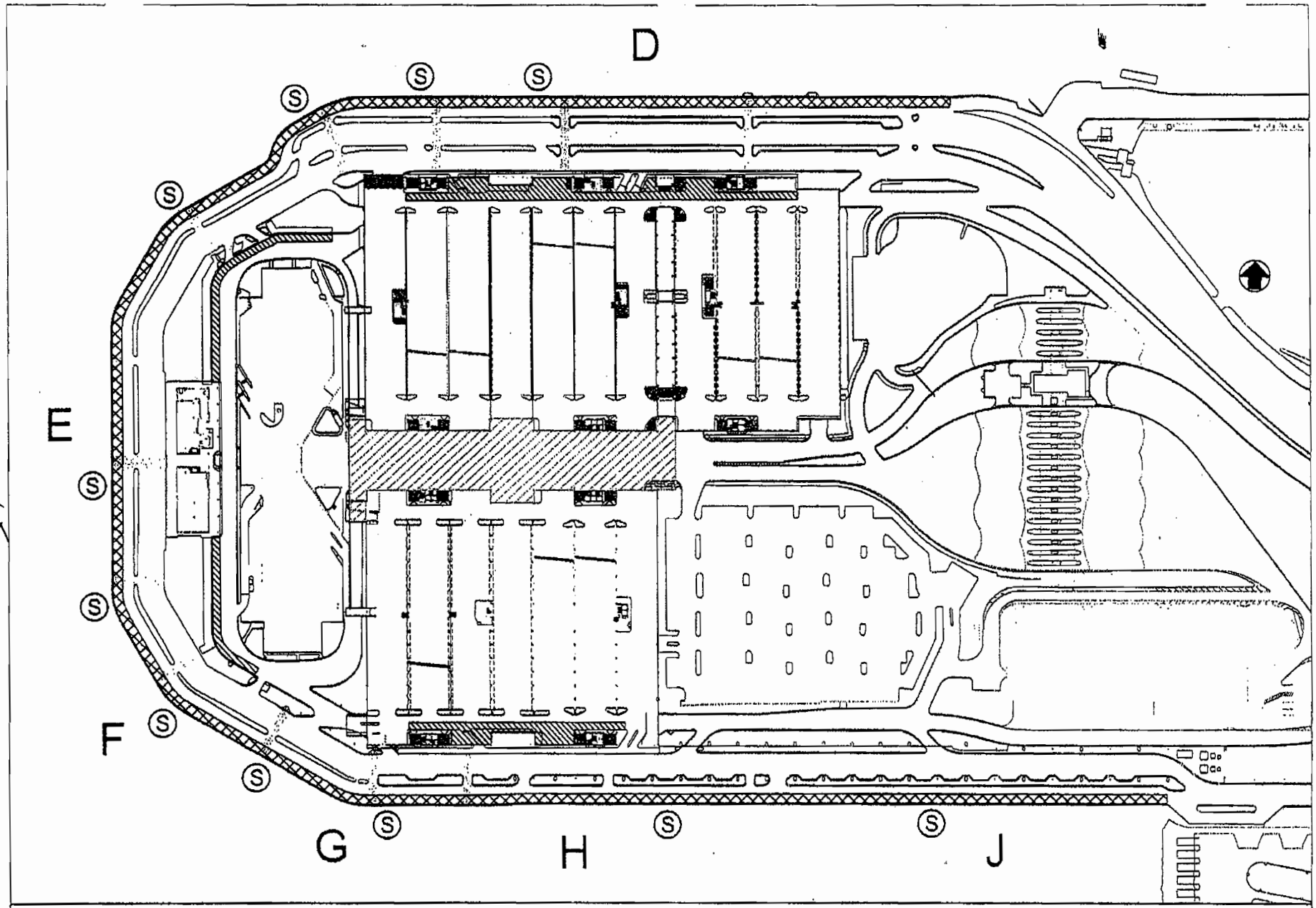
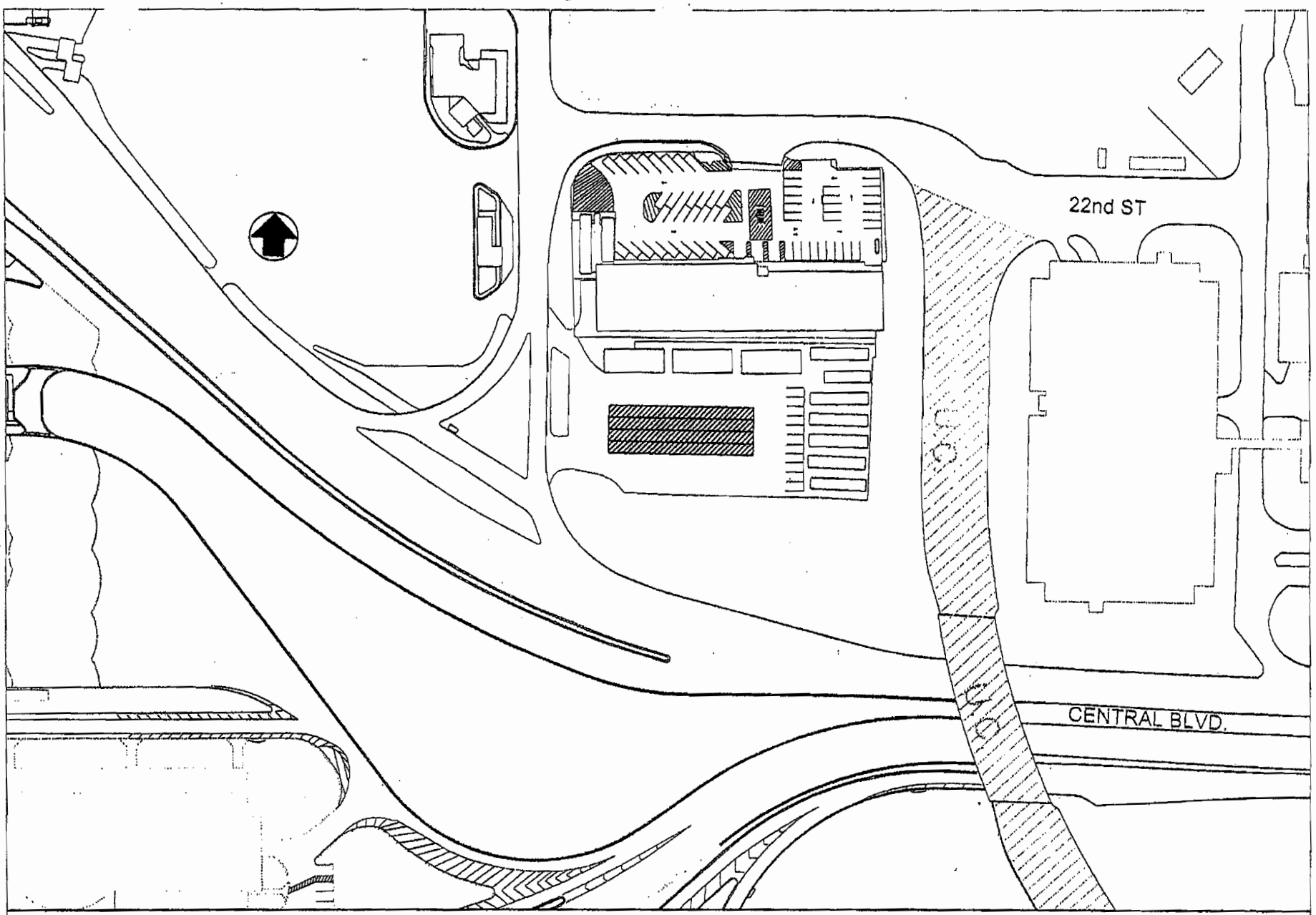

D
E
F
G
H
J
DEMAND SERVICE LANES
PRE-ARRANGED PICK-UP
DEMAND SERVICE BOOTHS
DEMAND SEVICE - EXHIBIT 1
MIAMI INTERNATIONAL AIRPORT
MIAMI-DADE COUNTY
TECHNICAL SUPPORT DIVISION

EXHIBIT 2

VAN STAGING AREA



VAN STAGING AREAS

DEMAND SEVICE - EXHIBIT 2
MIAMI INTERNATIONAL AIRPORT

MIA MIAMI INTERNATIONAL AIRPORT
MIAMI-DADE COUNTY

PROJECT FILE: 80666-Demand Service Exhibit 2
DATE: 03-08-2011

TECHNICAL SUPPORT DIVISION

69

EXHIBIT 3

IRREVOCABLE STANDBY LETTER OF CREDIT / PERFORMANCE BOND

(On bank's letterhead)

Irrevocable Standby Letter of Credit

Date: _____
L.O.C. No. _____

Miami-Dade
Aviation Department
Attn: Credit Manager
P.O. Box 526624
Miami, Florida 33152-6624

Gentlemen:

By order of _____(Name of User)_____, we hereby issue our Irrevocable Standby Letter of Credit No. _____ in your favor in an amount not to exceed $ _____ in U.S. Funds, effective immediately, and expiring at the close of business on _____ ___, 201 _ at our counters at _____.

Funds under this Letter of Credit are available to you against your draft(s) drawn on us at sight, identifying your Letter of Credit number. Each such draft(s) must be accompanied by your written statement signed by an official of the Miami-Dade Aviation Department ("MDAD") reading as follows:

> "that _____(Name of Concessionaire)_____ ("Concessionaire") provides demand ground transportation services at Miami International Airport and has failed to pay the monthly Minimum Annual Guarantee, fees and other charges required to be paid by the Concessionaire to MDAD pursuant to the provisions of the Concession Agreement between Concessionaire and Miami-Dade County, and we are hereby presenting our draft for payment."

The written statement may be signed by the Aviation Director, Deputy Director, Assistant Aviation Director, Associate Aviation Director, or the Credit Manager of the Aviation Department.

Partial drawings under this Letter of Credit are permitted.

This Letter of Credit shall be valid until _____ __, 201_ and shall thereafter be automatically renewed without amendment for successive one year periods upon each anniversary of this Letter of Credit unless we notify you in writing by certified or registered mail at your above address, at least sixty (60) days prior to the above stated expiration date, that we elect not to renew this Letter of Credit.

This Letter of Credit shall, however, in no circumstances extend beyond _____ __, 201_. In the event that we elect not to extend this Letter of Credit and notify you as above then this Letter of Credit shall be available by your draft at sight on us, which need not be accompanied by the above mentioned statement.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us if presented at our counters with this original Letter of Credit while this Letter of Credit is in force and effect. If a partial drawing is made hereunder, we agree to return to you the original Letter of Credit accompanied by documents showing the nature and date of partial drawings made hereunder, so that you may use the original Letter of Credit for further partial drawings.

_____
(Issuing Bank)

By:_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Bond No._____

PERFORMANCE BOND
EXHIBIT 3

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____ as Principal, and _____ licensed to do business in the State of Florida as Surety, are held and firmly bound unto Miami-Dade County (Obligee), in the penal sum of _____, $_____ (words and figures) as required in Article 4.13 of the Agreement entitled "Payment Security", for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas by Agreement dated _____, Obligee has granted unto said Principal the right to provide Exclusive Demand Shared Ground Transportation Services at Miami International Airport and more fully described in said Agreement for a term as set forth in said Agreement, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Agreement, according to the terms, stipulations of conditions thereof, then this obligation shall become, null and void; otherwise to remain in full force and effect.

Provided, however, this bond shall be in full force and effect for the term commencing _____ and ending _____but may be renewed annually thereafter by the principal with written consent of the Surety by issuing a Continuation Certificate no later than thirty (30) days prior to the renewal date.

Provided further, however, that regardless of the number of years this bond may be in force, the aggregate liability of the Surety shall not be cumulative and is limited to the stated penal sum.

Provided further, however, that in the event the bond is not renewed, the liability of the Surety shall be limited to the actual damages sustained by the Obligee due to lack of performance of the Principal during the effective term of the bond. The Surety shall not be held liable for any contract period beyond which it consents to in writing, as defined in the Agreement in Article 4.13 "Payment Security".

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals, this ____ day of _____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In The Presence Of:

_____ _____(Seal)

Witness By:_____

Witness: Surety:

_____ _____(Seal)

By: _____

EXHIBIT 4

EXECUTED AFFIDAVITS FOR SUCCESSUL BIDDER

APPENDIX F-1
MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Invitation to Bid For Exclusive Demand Shared Ground Transportation Services At Miami International Airport

PROJECT NUMBER ITB NO. MDAD-03-10

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Raymond Gonzalez (Print Name),

who is personally known to me or who has provided as identification and who

(did or did not) take an oath, and who stated:

That (he/she) is the duly authorized representative of

American Shuttle Inc
(Name of Entity)

2766 NW 62nd St Miami, FL 33147
(Address of Entity)

80 / 0 - 6 / 6 / 1 / 6 / 6 / 2 /
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Raymond Gonzalez (President)
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

"1 A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

NO Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

NO The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

N/A There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

N/A The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

N/A The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

NO has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

NO has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1) 2005 to Present	$ $250 Million	$ (Ongoing)	0 %

Name of Dept. & Summary of Services Performed: Miami Dade Transit — Special Transportation Services Program (PARATRANSIT) — Refer to Tab 12 for Question # 22 of Appendix A

Litigation Arising out of Contract: NONE

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2) 2001 thru 2005	$ 220 Million	$ 220 Million	0 %

Name of Dept. & Summary of Services Performed: Miami Dade Transit

Special Transportation Services Program (PARATRANSIT)

Refer to Tab 12 for Question # 22 of Appendix A

Litigation Arising out of Contract: None

(3) 2005 to Present	$ $1,505,410.94 annually	$ (Ongoing)	0 %

Name of Dept. & Summary of Services Performed: Miami-Dade County Public Health Trust

Medical Transportation Services, Contract No. BW-MCT-10

Refer to Tab 12 for Question # 22 of Appendix A

Litigation Arising out of Contract: None

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? Since 2010

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Yes

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(2)

2005 thru 2010 | $ $150,000.00 Annually | $ #150,000.00 | 0 %

Name of Dept. & Summary of Services Performed: Miami-Dade County Department of Emergency Management

Non-Emergency Ambulance Transportation Contract No. 68 C (Group 3)

Refer to Tab 12 for Question # 22 of Appendix A

Litigation Arising out of Contract: None

(3)

_____ | $ N/A | $ _____ | _____ %

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? Since 2010

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Yes

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Title President

Date 08/12/11

STATE OF: Florida

COUNTY OF: Miami-Dade

The above affidavits were acknowledged before me this 12th day of August, 2011,

by Raymond Gonzalez,
(Authorized Representative)

of American Shuttle Inc,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

George Lima
(Print Name)

Notary Stamp or Seal:

Notary Public State of Florida
George Lima
My Commission DD820543
Expires 09/07/2012

Notary Commission Number: DD820543

My Commission Expires: 9/07/2012

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION VENDOR AFFIRMATION AND COLLUSION AFFIDAVITS

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. ITB-MDAD-03-10 **Federal Employer Identification No. (FEIN):** 80-0661662

Contract Title: Exclusive Demand Shared Ground Transportation Services

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

I, being duly first sworn, hereby state that the bidder of this contract:

☒ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

N/A	N/A

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

AFFIDAVIT - SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN OR IRAN PETROLEUM ENERGY SECTOR LISTS FLORIDA STATUTES 215.473

Pursuant to 215.473, F.S., the {American Shuttle Inc} ("Entity") must disclose, if the Entity or any of its officers, directors, or executives are doing certain types of business in or with Sudan and Iran.

Indicate below if the above named Entity, as of the date of submission:

X has not engaged in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

_____ has engaged in commerce with Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Raymond Gonzalez

(Print Name of Authorized Representative)

Title President

Date 09/09/11

Notary Public Information

Notary Public – State of Florida **County of** Miami-Dade

Subscribed and sworn to (or affirmed) before me this 9 **day of,** September **20** 11

by Raymond Gonzalez **He or she is personally known to me** [X] **or has produced I.D.** [ ]

Type of identification produced Personally Known

Signature of Notary Public	DD820543 **Serial Number**	George Lima **Print or Stamp of Notary Public**
09/07/12 **Expiration Date**		**Notary Public Seal**

Notary Public State of Florida
George Lima
My Commission DD820543
Expires 09/07/2012

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: American Shuttle, Inc Project No. ITB-MDAD-03-10

Project Name: Exclusive Demand Shared Ground Transportation Services

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
MM Professional Transportation, Inc	Michael Maggio	Transportation Services	8%	M	H
WRP & Associates, Inc	William Perry	Curb side Services	7%	M	B
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	
N/A					
N/A					
N/A					
N/A					

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature	Raymond Gonzalez Print Name	President Print Title	09/09/11 Date

(Duplicate if additional space is needed)

SUBCONTRACTING POLICIES STATEMENT PURSUANT TO SECTION 2-8.8(4) OF THE CODE

(Insert Here)

2766 NW 62nd Street
Miami, Florida 33147
T. 305.638.3300
F. 305.264.7111

AMERICAN SHUTTLE'S

FAIR SUBCONTRACTING PRACTICES

Consistent with Section 2-8.8 of the Code of Miami-Dade County, it is the policy of American Shuttle to promote diversity in the use of sub-contractors on its projects, and to allow opportunities for subcontracting to as many qualified companies as possible. To this end, American Shuttle utilizes the following practices in sub-contracting:

1. American Shuttle notifies the broadest number of local subcontractors of opportunities for subcontract, unless, it has already developed a relationship with a local subcontractor that has provided consistent quality services or products.

2. When American Shuttle invites subcontractors to submit bids, it clearly references the work, and provides sufficient opportunity for local subcontractors to participate.

3. When American Shuttle invites subcontractors to bid, it always provides sufficient information for subcontractors to provide a fully responsive bid. This usually includes opportunities to meet with American Shuttle personnel to clarify questions and discuss requirements.

4. American Shuttle awards subcontracts based on fair and complete consideration of all proposals and selects either the best value for American Shuttle or the lowest bid.

Ray Gonzalez, President

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that AMERICAN SHUTTLE, INC. is a corporation organized under the laws of the State of Florida, filed on October 12, 2010.

The document number of this corporation is P10000083446.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on March 17, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Eighth day of August, 2011

Secretary of State

Authentication ID: **600210845326-080811-P10000083446**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

EXHIBIT 5

ACDBE Participation Provisions with executed ACDBE agreements

APPENDIX C
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION

I. DEFINITION:

Airport Concession Disadvantaged Business Enterprise (ACDBE): *means a concession that is a for-profit small business concern –*

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small business concern: *means a for- profit business that does not exceed the size standards of 49 CFR Part 23 Section 23.33 for airport concession.*

Socially and economically disadvantaged individual: *means any individual who is a citizen (or lawfully admitted permanent resident) of the United States who is –*

(1) Any individual determined by Miami-Dade County to be a socially and economically disadvantaged individual on a case-by-case basis.
(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, The U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
(v) "Subcontinent Asian Americas," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
(vi) Women;
(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

APPENDIX C
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION

II. ACDBE PARTICIPATION PLAN

The ACDBE participation plan required to be submitted with the proposal by each Bidder/Proposer must contain at least the following:

1) Executed ACDBE Utilization Form (ACDBE APPENDIX 1); executed Schedule of Participation (ACDBE APPENDIX 2) and executed Letter of Intent (ACDBE APPENDIX 3) by the Bidder/Proposer of the percentage of participation by an ACDBE Firm the Bidder/Proposer intends to have in this Agreement and how the Bidder/Proposer intends to achieve such stated participation.

2) Below is the documentation which will be required as part of the Bidder/Proposer's ACDBE Participation Plan; Subcontract or Joint Venture Agreements for any one or combination of the following:

(a) If Bidder/Proposer intends to meet the ACDBE goal as an ACDBE itself the Bidder/Proposer shall submit:

1) Executed ACDBE Utilization Form (ACDBE APPENDIX 1);
2) An executed Schedule of Participation (ACDBE APPENDIX 2);
3) Executed Letter of Intent (ACDBE APPENDIX 3);
4) ACDBE Certification or applied for ACDBE Certification to the Miami-Dade County, Department of Small Business Development (SBD) (Phone: (305) 375-3111) or the Florida Unified Certification Program (FLUCP) at (850) 414-4747 or their website address http://www.bipincwebapps.com/biznetflorida/;
5) Explanation of participation by the ACDBE Firm in management and day-to-day operation; and,
6) Financial participation by the ACDBE Firm Proposer in gross revenues from this agreement.

(b) If Bidder/Proposer intends to meet the ACDBE goal as a partnership or Joint Venture, the Bidder/Proposer must submit:

1) Executed ACDBE Utilization Form (ACDBE APPENDIX 1);
2) An executed Schedule of Participation (ACDBE APPENDIX 2);
3) Executed Letter of Intent (ACDBE APPENDIX 3);
4) Executed Partnership, Joint Venture agreement that meets Joint Venture Guidance by U.S. DOT – FAA (APPENDIX 8);
5) An explanation of participation by the ACDBE participant in the management and day-to-day operations;
6) Financial participation by the ACDBE Firm to meet the ACDBE participation in gross revenues;
7) ACDBE Certification or applied for ACDBE Certification to the Miami-Dade County, Department of Small Business Development (SBD) Phone: (305) 375-3111) or the Florida Unified Certification Program (FLUCP) at (850) 414-4747 or their website address http://www.bipincwebapps.com/biznetflorida/;
8) Experience of ACDBE joint venturer or partner must be listed on the Experience Sheet. (ACDBE APPENDIX 4)

(c) If the Bidder/Proposer intends to meet the ACDBE goal through subcontracting, the Bidder/Proposer must submit:

1) Executed ACDBE Utilization Form (ACDBE APPENDIX 1)
2) An executed Schedule of Participation (ACDBE APPENDIX 2);
3) Executed Letter of Intent (ACDBE APPENDIX 3);
4) A listing of those activities which the Proposer intends to subcontract and the

estimated percentage of gross revenues such subcontracted services will represent of the gross revenues from all activities under the agreement that will be subcontracted;

5) ACDBE Certification or applied for ACDBE Certification to the Miami-Dade County, Department of Small Business Development (SBD) (Phone: (305) 375-3111) or the Florida Unified Certification Program (FLUCP) at (850) 414-4747 or their website address http://www.bipincwebapps.com/biznetflorida/; of such ACDBE firms; and,
6) Experience of ACDBE subcontractors must be listed on the Experience Sheet. (ACDBE APPENDIX 4)

MDAD may request any other information as may be required to determine the listed ACDBE Firm's Qualifications. Agreements between a Bidder/Proposer and an ACDBE Firm in which the ACDBE firm promises not to provide quotations to other bidder/proposers is prohibited. The listing of an ACDBE Firm by a Bidder/Proposer as part of its Airport Concession Disadvantaged Business Enterprise Participation Plan shall constitute a representation by the Bidder/Proposer that such ACDBE Firm is Qualified and available, and a commitment by Bidder/Proposer that if it is awarded this agreement, it will utilize such ACDBE firms listed for the portion of the contract and at the percentage of gross revenues set forth in its submission, subject to the terms of these Provisions.

III. GOOD FAITH EFFORTS:

The Bidder/Proposer shall make good faith efforts to achieve the established ACDBE participation goal. In the event that the Bidder/Proposer's ACDBE Participation Plan does not meet the established ACDBE participation goal, the Bidder/Proposer must submit with his proposal documentation to demonstrate all good faith efforts extended by the Bidder/Proposer in attempting to meet the stated ACDBE participation goal. The good faith efforts documentation is required to be submitted with the proposal and shall include, but not be limited to:

a. A detailed statement of the efforts made to contact and negotiate with ACDBE Firms, including (i) the names, addresses and telephone numbers of ACDBE Firms who were contacted, (ii) a description of the information provided to ACDBE Firms regarding the proposal or portions of the work to be performed, and (iii) a detailed statement of the reasons why additional prospective agreements with ACDBE Firms, if needed to meet the stated goal, were not reached.

b. A detailed statement of the efforts made to select portions of the work proposed to be performed by ACDBE Firms in order to increase the likelihood of achieving the stated goal.

c. For each ACDBE Firm contacted but which the Bidder/Proposer considered to be not qualified, a detailed statement of the reasons for the Bidder/Proposer's conclusions.

d. Attendance at pre-proposal meetings, if any, scheduled by the Bidder/Proposer to inform ACDBEs of participation opportunities under a given solicitation.

e. Advertisement in general circulation media, trade association publications, and minority focus media for at least twenty (20) days before bidder/proposals are due. If the interval between MDAD advertising and proposal due date is so short that (20) days are not available, then publication for a shorter reasonable time is acceptable.

f. Efforts made to assist the ACDBE firms contacted that needed assistance in obtaining bonding or insurance required by the Bidder/Proposer or MDAD.

g. Written notification to ACDBEs that their interest in the contract is solicited.

Failure of the Bidder/Proposer to submit the evidence of ACDBE Participation and the good faith efforts if necessary, as set forth above, may render the proposal non-responsible.

IV. INVESTIGATION AND RECOMMENDATION BY ACDBELO

In the event that the Bidder/Proposer has not met the stated ACDBE participation goal established for this agreement, the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO), the Associate Aviation Director, MDAD, may require that the Bidder/Proposer meet with the ACDBELO at Miami-Dade County Aviation Department, Minority Affairs Division, Building 5A, 3rd Floor, Miami, Florida 33102-5504, or such other place as the ACDBELO may designate. The purpose of this meeting shall be for the ACDBELO to determine, if necessary, whether the effort of the Bidder/Proposer to meet the stated goals is sufficient. At this meeting, the Bidder/Proposer shall have an opportunity to present information pertinent to its compliance with the applicable requirements.

The ACDBELO may require the Bidder/Proposer to produce such additional information, as the ACDBELO deems appropriate.

No later than (15) days after initial meeting with the Bidder/Proposer, the ACDBELO shall make a written recommendation to the Deputy Aviation Director or his designee, which shall include a statement of the facts and reasons upon which the recommendation is based.

Administrative Reconsideration

a) Within 5 days of being informed by MDAD that it's Bid/Proposal is not in compliance and not responsible, because it has not documented sufficient good faith efforts, a Bidder/Proposer may request administrative reconsideration. Bidder/Proposer should make this request in writing to the Contracting Officer: Aviation Director or his designee, Miami-Dade Aviation Department P.O. Box 025504, Miami, Florida 33102-5504, telephone number (305) 876-7077. The reconsideration official will not have played any role in the original determination that the Bidder/Proposer did not document sufficient good faith efforts.

b) As part of this reconsideration, the Bidder/Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Proposer will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

c) MDAD will send the Bidder/Proposer a written decision on reconsideration, explaining the basis for finding that Bidder/Proposer did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not

administratively appealable to the Department of Transportation.

V. SUBSTITUTION OF ACDBE FIRMS FOR THOSE LISTED ON THE AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION PRIOR TO CONTRACT AWARD

A Bidder/Proposer may not change information required by these Provisions from that provided in its Airport Concession Disadvantaged Business Enterprise Participation Plan unless authorized to do so by the Director, or his designee, in writing.

Such written authorization may be given upon a receipt of written request from the Proposer outlining the reason the request for change is being submitted specific details of the requested change and impact of the requested change on the ACDBE Participation as originally submitted. Failure on the part of the Bidder/Proposer to comply with all of the requirement of these Provisions shall be grounds for the recommendation of the Director to the Board of County Commissioners that the Contract not be awarded to the Bidder/Proposer.

VI. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

A. Airport Concession Disadvantaged Business Enterprise Participation Plan. The Proposer shall contract with those ACDBE firms listed on the Bidder/Proposer's Airport Concession Disadvantaged Business Enterprise Participation Plan, and shall thereafter neither terminate such ACDBE Firms nor reduce the scope of the work to be performed by, or decrease the percentage of participation by the ACDBE Firm(s) there under without the prior written authorization of the Director.

B. Substitution of ACDBE Firms

1. Excuse from entering into agreements with ACDBE Firms. If prior to execution of an agreement required by these Provisions, the Bidder/Proposer submits a written request to the Director or his designee and demonstrates to the satisfaction of the Director that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, an ACDBE Firm which is to enter into such agreement has become not qualified, or that the ACDBE Firm has unreasonable refused to execute the agreement, the successful Bidder/Proposer shall be excused from executing such agreement.

2. Rightful Termination of agreements entered into with ACDBE firms. If after execution of an agreement required by these Provisions, the Bidder/Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such agreement, an ACDBE Firm which entered into such agreement has become not qualified or has committed and failed to remedy a material breach of the agreement, the Bidder/Proposer shall be entitled to exercise such rights as may be available to it to terminate the agreement.

3. Determination of Excuse of Rightful Termination. If the Bidder/Proposer at any time

submits a written request under these Provisions to the Director, as soon as practicable, shall determine whether the Bidder/Proposer has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Bidder/Proposer an opportunity to present pertinent information and arguments.

4. Alternative ACDBE Firm Participation Agreements. If the Bidder/Proposer is excused from entering or rightfully terminates an agreement with an ACDBE firm listed as part of the Bidder/Proposer's ACDBE Participation Plan, the Bidder/Proposer shall make every reasonable effort to enter into an alternative agreement for at least ACDBE Participation percentage as originally submitted as part of their proposal for this contract with another certified ACDBE firm.

The Bidder/Proposer shall be deemed to have satisfied the requirements of this section if:

a. It shall enter each such alternative agreement(s) for at least the ACDBE participation as originally proposed.

b. It demonstrates to the satisfaction of the Director that it has made every reasonable efforts to negotiate with an ACDBE Firm in an attempt to enter into an agreement, but that it was unable to enter into such agreement because the ACDBE Firms were (i) not qualified; (ii) Unavailable; or (iii) although Qualified and not Unavailable, was unwilling or unable to reach an agreement.

c. If any situation covered by this section arises; the ACDBELO shall promptly meet with the Bidder/Proposer and provide him an opportunity to demonstrate compliance with these Provisions.

VII. **Continued Compliance** - MDAD shall monitor the compliance of the Bidder/Proposer with the requirements of this Plan during the term of the contract. MDAD shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with these. Provisions including, but not limited to, manpower tables, records for expenditures, observations at the job site, and contracts between the Bidder/Proposer and his subcontractors, suppliers, etc., entered into during the life of the Contract.

VIII. **Sanctions for Violations** - If at any time MDAD has reason to believe that the Bidder/Proposer is in violation of is obligation under these Provisions, or has otherwise failed to comply with these Provisions, MDAD may, in addition to pursuing any other available legal remedy, commence proceeding to impose sanctions which may include, but are not limited to, one or more of the following:

1. The suspension of any payment or part thereof due the ACDBE Subtenant, Joint Venture Partner or Subcontractor from the Bidder/Proposer until such time as the issues concerning the Proposers Compliance are resolved.

2. The termination or cancellation of the Contract in whole or in part, unless the Bidder/Proposer demonstrates within a reasonable time its compliance with the terms of these Provisions.

3. The denial to the Bidder/Proposer of the right to participate in any further contracts awarded by MDAD for a period of not longer than three years. No such sanction shall be imposed by MDAD upon the Bidder/Proposer except pursuant to a hearing conducted by the ACDBELO and/or Director.

ACDBE Reporting Requirements -- The Bidder/Proposer shall submit a Notarized MDAD Concession Monthly Utilization Report (**APPENDIX 6**) as required for Contracts in which an ACDBE Goal has been set. In addition, each Joint Venture partner must submit a Notarized Monthly Report of ACDBE Joint Venture Activity (**APPENDIX 7**) providing documentation on the achievement of the ACDBE Joint Venture partner to the Minority Affairs Division.

DEMONSTRATION OF GOOD FAITH EFFORTS
ACDBE UTILIZATION FORM

[Forms ACDBE Utilization Form, Schedule of Participation and Letter of Intent are provided as part of the solicitation documents.]

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

x ____ The bidder/offeror is committed to a minimum of 15 % ACDBE utilization in this Contract.

____ The bidder/offeror (if unable to meet the ACDBE goal of _____%) is committed to a minimum of _____% ACDBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: American Shuttle, Inc

State Registration No. P10000083446

By: _____ Title: President
(Signature)

Raymond Gonzalez Date: 08/12/2011
(Print Name)

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

Listed below is the information pertaining to "certified" ACDBE firms who will be participating in this contract.

NAME OF ACDBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
MM Professional Transportation	Transportation Services	8 %
WRP & Associates, Inc.	Curb Side Services	7 %

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.

08/12/2011

Signature of Proposer **Date**

Raymond Gonzalez — President — American Shuttle, Inc

Print Name **Title** **Company Name**

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: American Shuttle, Inc

Project: Demand Shares Ground Transportation Services at MIA

Contract Number: MDAD -03-10 **Total % of Bidder/Proposal:** 8%

The undersigned holds ACDBD Certificate No. 14579 **expiring on,** N/A **20** N/A .

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): Transportation Services

Description of Services	% of Bid/Proposal
Transportation Services	8%

Total% 8

Signature of ACDBE _____ **Date** August 9, 2011

Print Name Michael Maggio **Title** President

ACDBE Firm MM Professional Transportation, Inc

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: American Shuttle, Inc

Project: Demand Shares Ground Transportation Services at MIA

Contract Number: MDAD-03-10 **Total % of Bidder/Proposal:** 7%

The undersigned holds ACDBD Certificate No. 3875 **expiring on,** N/A **20** N/A.

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): Curbside Services

Description of Services	% of Bid/Proposal
Curbside Services	7%

Total% 7

Signature of ACDBE _____ **Date** August 9, 2011

Print Name Dynise W Perry **Title** Vice President

ACDBE Firm WRP & Associates, Inc.

MIAMI-DADE COUNTY
miamidade.gov

Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 14579
ANNIVERSARY DATE: 06/10/2012

June 13, 2011

Mr. Michael Maggio
MM PROFESSIONAL TRANSPORTATION, INC.
7200 NW 7th St, Suite 100-B
Miami, FL 33126-0000

Dear Mr. Maggio:

The Department of Small Business Development (SBD) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your DBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at http://www.miamidade.gov/sba/library/continuing_eligibility_package.pdf. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Adriana Coba in the Certification Unit.

Should you have questions regarding your firm's certification, Adriana Coba will be pleased to assist you.

We look forward to your participation and success in Miami-Dade County's disadvantaged business enterprise programs.

Sincerely,

Penelope Townsley
Director

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
LIMOUSINE SERVICE (DBE)

cc: Adriana Coba, Certification Specialist

MIAMI-DADE COUNTY

miamidade.gov

Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160

CERT. NO: 3875
ANNIVERSARY DATE: 05/16/2012

May 18, 2011

Mr. William Perry, III
W R P & ASSOCIATES, INC.
340 NE 94th St
Miami Shores, FL 33138-2832

Dear Mr. Perry, III:

The Department of Small Business Development (SBD) has completed the review of your application and the attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in accordance with the State of Florida Unified Certification Program (UCP) approved by the U.S. Department of Transportation (FDOT) in the categories listed below. This certification affords your company the opportunity to participate in contracts throughout the State of Florida with DBE measures.

Your DBE certification requires you to complete a Continuing Eligibility affidavit annually. To ensure timely processing the Continuing Eligibility affidavit is accessible at http://www.miamidade.gov/sba/library/continuing_eligibility_package.pdf. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete and submit the required affidavit with the required supporting documents on or before your anniversary date may result in the removal of your company from the Florida DBE Unified Certification Program.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department within 30 days in writing. It is of critical importance that the current information regarding your company be maintained. All inquiries or changes related to this certification should be directed to Keva Pace in the Certification Unit.

Should you have questions regarding your firm's certification, Keva Pace will be pleased to assist you.

We look forward to your participation and success in Miami-Dade County's disadvantaged business enterprise programs.

Sincerely,

Penelope Townsley
Director

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
PARKING LOTS AND GARAGES (DBE)

cc: Keva Pace, Certification Specialist

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) EXPERIENCE SHEET

ACDBE NAME MM Professional Transportation

ADDRESS 7200 NW 7th Street, Suite 100-B

Miami, FL 33126

	NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
(A)	No Prior Project where gross revenues were generated			
(B)	Please see attached Resume on proceeding page for experience			
(C)				

e01

NOTES:
USE A SEPARATE SHEET FOR EACH DBE COMPANY.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

EXHIBIT 6

PASSENGER RATES

Passenger Rates (Modified August 2011)

Zip Code	City	Lead Time	Res Fare	Second Res	Hotel	Exc.
33004	Dania	2-15	42	16	34	103
33009	Hallandale	2-15	37	16	30	80
33010	Hialeah	1-40	19	14	19	68
33010-A	*Hialeah -Zone A (see Below)	1-40	11	11	14	63
33012	Hialeah	1-45	23	14	23	68
33013	Hialeah	1-45	23	14	23	68
33014	Hialeah/Miami Lakes	2-00	26	14	26	74
33015	Palm Springs North	2-00	32	16	27	86
33016	Hialeah/Hialeah Gardens	1-45	30	16	25	74
33019	Hollywood	2-15	39	16	31	91
33020	Hollywood	2-15	39	16	31	91
33021	Hollywood	2-15	39	16	31	103
33022	Hollywood/Pembroke Park	2-15	39	16	31	91
33023	Miramar	2-15	39	16	31	91
33024	Hollywood/Pembroke Pines	2-20	42	16	31	103
33025	Hollywood/Miramar	2-15	42	16	31	91
33026	Hollywood/Pembroke Pines	2-20	42	16	31	103
33027	Hollywood/Miramar	2-15	46	16	31	91
33028	Hollywood/Pembroke Pines	2-20	46	16	34	103
33029	Hollywood/Pembroke Pines	2-20	48	19	37	120
33030	Homestead	2-30	60	19	48	132
33031	Homestead	2-30	60	19	48	132
33032	Homestead/Princeton	2-30	60	19	48	132
33033	Homestead	2-45	60	19	48	132
33034	Homestead/Florida City	2-45	71	19	60	149
33034	Flamingo	3-30	N/A	N/A	N/A	264
33035	Homestead	2-45	60	19	48	149
33036	Islamorada	3-30	N/A	N/A	N/A	235
33037	Key Largo-Ocean Reef	3-00	117	31	117	189
33037	Key Largo	3-15	117	31	117	189
33039	Homestead A.F.B.	2-30	48	N/A	N/A	120
33054	Opa Locka	1-45	27	16	25	74
33055	Opa Locka	2-00	32	16	27	74
33056	Opa Locka/Carol City	2-00	32	16	27	74
33060	Pompano Beach	2-45	71	19	60	166
33062	Pompano Beach	2-45	71	19	60	166
33063	Pompano Bch./Coconut Creek	2-45	71	19	60	166
33064	Pompano Bch./Lt. Hse. Pt	2-45	71	19	60	166
33065	Pompano Bch./Coral Spring	2-45	77	19	60	178
33066	Pompano Bch./Margate	2-45	71	19	60	166
33067	Pompano Bch./N. Lauderdale	2-45	77	19	60	201
33068	Pompano Bch./N. Lauderdale	2-45	60	19	54	166
33069	Pompano Beach	2-45	60	19	54	166
33071	Pompano Bch./Coral Spring	2-45	71	19	60	178
33073	Pompano Beach	2-45	77	19	60	201
33076	Pompano Beach	2-45	83	19	71	201

Zip Code	City	Lead Time	Res Fare	Second Res	Hotel	Exc.
33109	Fisher Island	2-00	65	16	N/A	68
33122	Miami	1-15	14	10	14	57
33125	Miami	1-15	18	10	17	63
33126	Miami	1-15	14	10	14	57
33126-A	Miami (see below)	1-15	11	10	11	57
33127	Miami	1-20	19	11	18	63
33128	Miami	1-20	19	11	18	63
33129	Miami	1-30	19	11	18	63
33130	Miami	1-30	19	11	18	63
33131	Miami	1-15	21	11	18	63
33132	Miami/Port of Miami	1-20	21	11	18	63
33133	Miami/Coconut Grove	1-40	22	11	18	63
33134	Miami/Coral Gables	1-40	16	11	16	63
33135	Miami/Riverside	1-30	18	11	18	63
33136	Miami	1-30	19	11	19	63
33137	Miami/Buena Vista	1-40	19	11	19	63
33138	Miami/El Portal	1-40	23	11	19	63
33139	Miami Beach	1-40	24	11	24	63
33140	Miami Beach	1-40	24	11	24	63
33141	Miami Beach	1-45	25	11	25	63
33142	Miami/Brownsville	1-10	18	11	14	57
33143	Miami/West Miami	1-40	22	14	22	63
33144	Miami	1-30	22	14	22	63
33145	Miami	1-40	22	14	22	63
33146	Miami	1-40	22	14	22	63
33147	Miami	1-40	24	14	24	63
33149	Key Biscayne	1-40	27	14	27	63
33150	Miami	1-40	24	14	24	63
33154	Bal Harbour/ Surfside	1-50	25	14	25	63
33155	Miami/Kendall	1-50	23	14	23	63
33156	Miami/Kendall	2-10	27	14	25	68
33157	Perrine	2-10	34	14	31	80
33158	Miami/Rockdale	2-10	31	14	25	68
33160	Miami/Sunny Isles	2-00	32	14	27	68
33161	North Miami Beach	2-00	34	14	27	68
33162	Miami/North Miami Beach	2-00	34	14	30	68
33165	Miami/Westwood Lake	1-45	25	14	23	63
33166	Miami/Miami Springs	1-30	16	11	16	63
33167	Miami/North Miami	1-45	32	14	27	68
33168	Miami/North Miami	1-45	32	14	27	68
33169	Miami/North Miami	1-45	34	14	30	68
33170	Miami/Goulds	2-20	48	14	37	103
33172	Miami/Vanderbilt	1-40	25	14	21	68
33173	Miami/Kendall Lakes	1-50	25	14	25	68
33174	Miami/Sweetwater	1-40	25	14	21	68
33175	Miami/Kendall Lakes	1-50	32	16	27	74
33176	Miami/Richmond Heights	2-00	34	16	31	74

Zip Code	City	Lead Time	Res Fare	Second Res	Hotel	Exc.
33177	S. Miami Heights/Goulds	2-15	37	16	31	86
33178	Miami/Medley	1-45	25	14	25	68
33179	Miami/Golden Shores	2-00	34	16	30	74
33180	Miami/Golden Shores	2-00	34	16	30	74
33181	Miami/N. Miami	2-00	32	14	27	74
33182	Miami/West Miami	1-50	27	16	25	74
33183	Miami/Kendall Lakes	2-00	31	16	31	74
33184	Miami/West Miami	1-50	31	16	31	74
33185	Miami/Kendall Lakes	2-00	37	16	31	86
33186	West Kendall	2-00	37	16	33	74
33187	Miami/South Miami	2-10	42	16	37	91
33189	Miami/Franjo	2-20	42	16	34	91
33190	Miami/Goulds	2-30	48	16	37	103
33192	Miami	1-45	34	16	34	86
33193	Miami	2-15	42	16	39	86
33194	Miami	1-40	42	16	42	86
33196	Miami	2-15	42	19	37	86
33301	Ft. Lauderdale	2-20	48	16	48	126
33304	Ft. Lauderdale/Oakland Park	2-20	54	16	48	132
33305	Ft. Lauderdale	2-30	54	16	48	132
33306	Ft. Lauderdale	2-30	54	16	48	149
33308	Lauderdale-by-the-Sea	2-40	57	16	52	149
33309	Ft. Laud./Tamarac Lakes	2-40	57	16	52	149
33311	Ft. Lauderdale	2-40	57	16	52	132
33312	Ft. Lauderdale	2-20	42	16	37	132
33313	Ft. Lauderdale/Lauderhill	2-30	50	16	42	132
33314	Ft. Lauderdale/David	2-20	42	16	37	126
33315	Ft. Lauderdale/Southside	2-20	42	16	37	126
33316	Ft. Lauderdale	2-20	42	16	37	126
33317	Ft. Lauderdale/Plantation	2-30	48	16	37	132
33319	Ft. Lauderdale/Tamarac	2-40	57	16	42	149
33321	Ft. Lauderdale/Tamarac	2-40	60	16	42	178
33322	Ft. Lauderdale/Sunrise	2-30	54	16	42	155
33323	Ft. Lauderdale/Sunrise/Tam.	2-40	54	16	42	155
33324	Ft. Lauderdale/Plantation	2-30	48	16	42	143
33325	Ft. Lauderdale/Plantation	2-30	50	16	42	143
33326	Ft. Lauderdale/Bonaventure	2-40	54	16	42	143
33327	Ft. Lauderdale/Bonaventure	2-40	57	16	42	155
33328	Ft. Lauderdale/Cooper City	2-30	46	16	37	132
33330	Ft. Lauderdale/Cooper City	2-30	46	16	37	132
33331	Ft. Lauderdale/RollingAcres	2-30	50	16	37	132
33332	Ft. Lauderdale/RollingAcres	2-30	53	16	37	143
33334	Ft. Lauderdale/Oakland Park	2-30	54	16	42	155
33351	Ft. Lauderdale/Sunrise/Tam.	2-40	60	16	48	155
33428	Loggers Run	3-00	88	19	88	206
33431	Boca Raton	3-00	88	19	88	218
33432	Deerfield/Boca Raton	3-00	83	19	83	206

Zip Code	City	Lead Time	Res Fare	Second Res	Hotel	Exc.
33433	Deerfield/Boca Raton	3-00	83	19	83	206
33434	Boca Raton	3-00	88	19	88	218
33441	Deerfield Beach	3-00	77	19	77	201
33442	Deerfield Beach	3-00	77	19	77	201
33486	Boca Raton	3-00	83	19	83	206
33487	Boca Raton/Highland Beach	3-00	94	19	94	218
33496	Boca Raton	3-00	94	19	94	218
33498	Boca Raton	3-00	94	19	94	218
33401	West Palm Beach	4-00	121	22	121	258
33403	Lake Park	4-00	164	22	164	321
33404	Riviera Beach	4-00	139	22	139	287
33405	Palm Beach /Cloud Lake	4-00	114	22	114	258
33406	Glenridge/Lake Clarke Shore	4-00	114	22	114	258
33406	Palm Beach	4-00	114	22	114	258
33407	W. Palm Beach/Mangonia	4-00	139	22	139	281
33408	W. Palm Beach/Juno Beach	4-00	164	22	164	316
33409	West Palm Beach	4-00	121	22	121	258
33410	Palm Beach Gardens	4-00	164	22	164	321
33411	Century Village	4-00	121	22	121	258
33412	West Palm Beach	4-00	139	22	139	281
33413	Gree Acres City/Haverhill	4-00	114	22	114	258
33414	Wellington	4-00	114	22	114	258
33415	Palm Beach	4-00	114	22	114	258
33417	West Palm Beach	4-00	121	22	121	258
33418	Palm Beach Gardens	4-00	164	22	164	321
33426	Boynton Beach	4-00	101	22	101	235
33435	Boynton/Briny Breezes	4-00	101	22	101	235
33436	Boynton Beach	4-00	101	22	101	235
33437	Boynton Beach	4-00	101	22	101	235
33444	Delray Beach	4-00	95	22	95	235
33445	Delray Beach	4-00	95	22	95	235
33446	Delray Beach	4-00	95	22	95	235
33458	Jupiter	4-00	164	22	164	321
33460	Lake Worth	4-00	108	22	108	235
33461	Palm Springs	4-00	108	22	108	235
33462	Hypoluxo/Lantana	4-00	108	22	108	235
33462	Manalapan/Lake Worth	4-00	108	22	108	235
33463	Gree Acres/Lake Worth	4-00	108	22	108	235
33467	Lake Worth	4-00	108	22	108	235
33469	Jupiter Colony Intel	4-00	164	22	164	321
33470	Loxanatchee	4-00	121	22	121	258
33477	Jupiter	4-00	164	22	164	321
33478	Jupiter	4-00	164	22	164	321
33480	South Palm Bch/S-Ocean Pk	4-00	108	22	108	235
33480	PB/N-Ocean Pk/S-Southern	4-00	114	22	114	258
33480	Palm Bch./N-Southern/S-A1A	4-00	121	22	121	258
33480	Palm Beach/N-A1A	4-00	139	22	139	258

Zip Code	City	Lead Time	Res Fare	Second Res	Hotel	Exc.
33483	Delray Beach	4-00	95	22	95	235
33484	Delray Beach	4-00	95	22	95	235

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item: 8A3

File Number: 112037

Date of Analysis: October 19, 2011

Summary
This resolution approves an Exclusive Demand Shared Ground Transportation Services Agreement between Miami-Dade County and American Shuttle, Inc., (A.S.). A.S. is a newly formed entity, which is an affiliate of Transportation America, Inc. *A.S. filed for incorporation with the State of Florida on October 12, 2010.*

The term of the agreement is for an initial period of five (5) years from February 20, 2012, with the right at the sole discretion of the County to extend such Agreement for a single three (3) year period of time.

The service currently provided by Southern Shuttle Services, Inc. d/b/a SuperShuttle expires on February 19, 2012.

A.S. does not have previous agreements with the County. However, its affiliate, Transportation America, Inc. owns 58% of Advanced Transportation Solutions LLC (ATS), which is the current Special Transportation Services (STS) provider for the County.

Under the Agreement, A.S. is required to provide a certain number of vans and qualified drivers to operate to and from the Terminal Building of MIA; and carry multiple airline passengers to whatever destination the passengers' request, generally within Miami-Dade, Broward, and Palm Beach Counties. A.S.'s personnel will also provide all Terminal Building curbside services related to the Concessionaire's multiple-party vehicles, which will include 24-hours a day, 7-days a week staffing for ground transportation services from designated zones at the Terminal Building.

This Agreement also requires A.S. to pay the County a Minimum Annual Guarantee (MAG) of $783,137.50.

In response to questions posed by the Office of the Commission Auditor, MDAD staff provided the following information:

- What happens if the MAG is not met by A.S.? *The successful bidder must obtain an irrevocable letter of credit or some other form of guarantee acceptable to the County in the amount of the MAG.*

- Does A.S. provide these services in other airports? Please provide their performance at these airports, if applicable? *This is a newly formed company so it does not provide this service at other airports.*

- Does the current contract with Super Shuttle provide a MAG to the MDAD? *If so, please provide their arrangement. MAG $504K plus 6.4% of any gross revenue that exceeds the MAG. They pay $42,000 per month.*

- Has Super Shuttle made their payments on time during the entire course of the contract? *No, but they are current currently.*

- Does Fort Lauderdale and WPB airports offer similar transportation services to Miami? *Yes*

- What's the current fare with Super Shuttle? And what will be the fare now with A.S.? *Rates vary by zip code.*

- Will the A.S. vans be equipped to accommodate the disabled community? How many vans will be designated ADA? *Yes; contract does not require a specific number. But main contract with County is STS.*

- Will A.S. be monitored by any county agency? OIG and/or CSD? *Airport is the monitoring agency currently, but MDAD understands that CSD is drafting legislation to address these types of situations.*

Additional Information

The company who is awarded the Demand Ground Transportation contract at MIA is not required to have a Passenger Motor Carrier license with the Miami-Dade Consumer Services Department. Section 31-113 provides the exemptions.

> Section 31-113 (k) states "a *passenger motor carrier under contract to Miami Dade County pursuant to a State statue or County ordinance who has the exclusive right to provide demand ground transportation services at Miami International Airport, and is subject to the safety and insurance requirement of a County ordinance."*

Contract measures for this agreement includes a Fifteen percent (15%) Airport Concession Disadvantaged Business Enterprise (ACDBE) Goal.

ACDBE Firms
MM Professional Transportation – Eight percent (8%) = $62,651.00

WRP & Associates, Inc. – Seven percent (7%) = $54,819.63

Prepared by: Michael Amador-Gil