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Purchasing Department

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REQUEST FOR SUBMITTAL

RFS NO. 100076/DP

Palm Beach County Board of County Commissioners
and
Department of Airports
are seeking
Submittals for:

PAY TELEPHONE CONCESSION AT PALM BEACH COUNTY AIRPORTS

Date issued/available for distribution: December 28, 2007

Respondents **shall** submit one (1) unbound original and three (3) copies of the complete submittal which must be received in the Offices of the Purchasing Department no later than **January 28, 2008, 4:00 p.m. local time. See Section 1.9 of the RFS for mailing instructions.**

**ENVELOPE MUST BE IDENTIFIED WITH THE
OPENING DATE
AND
THE RFS NUMBER.**

CAUTION

Amendments to this Request for Submittal will be posted on the Palm Beach County Purchasing Department website: www.pbcgov.com/pur under "Request for Quotation/Submittal" as they are issued. It is the responsibility of respondents to check this website for any Amendments prior to the submittal of your response.

Palm Beach County shall not be responsible for the completeness of any Request for Submittal package not downloaded from this website.

**IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT**

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE:

This Request for Submittal (RFS) is issued for the County of Palm Beach (hereinafter referred to as "County") by the Purchasing Department for the benefit of Department of Airports. The Purchasing Department is the SOLE point of contact concerning this RFS. All communications regarding this RFS must be done through the Purchasing Department. See Section 1.11 Contact Person.

1.2 INTRODUCTION:

The Palm Beach County Department of Airports ("Department of Airports") is seeking to obtain the services of a qualified and experienced firm capable of providing and installing pay telephone equipment, fixtures and providing full maintenance, repairs and parts, and modifications within Palm Beach International Airport (PBI), North County General Aviation Airport, Palm Beach County Glades Airport, and Palm Beach County Park Airport.

PBI is owned by Palm Beach County ("County") and is operated by the Department of Airports. PBI is classified as a medium hub airport and ranks as the 56th busiest airport in North America, enplaning over 3.5 million passengers annually. PBI is located approximately 2.5 miles from downtown West Palm Beach and 3.5 miles west of Palm Beach.

Nineteen (19) domestic and international airlines currently serve PBI with 216 scheduled commercial flights arriving and departing daily. Commercial air carriers that offer service from PBI include Air Canada, Air Tran, American, Comair, Continental, Delta, Frontier, jetBlue, Northwest, Southwest, Spirit, United, US Airways, Bahamas Air, Gulfstream and WestJet. PBI has 25 gates with three (3) additional gates anticipated to be completed in early 2008.

North County General Aviation Airport (F45) is the county's newest airport, which opened in 1994. The airport is set on 1,832 acres, with over 1,100 being dedicated to environmental preserves that surround the airport. F45 operates twenty-four (24) hours a day and is a designated reliever for PBI, serving both reciprocating engine and jet aircraft.

Palm Beach County Glades Airport (PHK) is Palm Beach County's designated recreational airport and is popular for flight training for both fixed wing aircraft and helicopters. PHK is located 3 miles southwest of Pahokee, Florida and 35 miles west of West Palm Beach, FL.

Palm Beach County Park Airport (LNA) is located in Lantana, Florida and is 6 miles south of PBI. LNA is a reliever airport focusing on the general aviation reciprocating

and turbine driven aircraft. LNA is a busy airport with a mix of both fixed wing and helicopters.

1.3 GENERAL INFORMATION:

In connection with this concession program, the Department of Airports has established the following objectives:

- 1) Provide public pay telephone services to meet the various needs of airport users; and
- 2) Compliment the Airport's overall concession programs; and
- 3) Increase the convenience of public pay telephone services; and
- 4) Optimize revenues to the County.

(A) Existing Pay Telephone Locations

The locations of all existing pay telephones are identified on Attachment 2 pages 1 through 4.

(B) Additional Services and Equipment

As part of the County's on-going effort to improve concession services and to improve the comfort and convenience of airport users, respondents may propose additional services or equipment along with their response to this Request for Submittal ("RFS"), including, but not limited to:

- Locations at which existing fixtures and equipment may be replaced with alternative units.
- Additional locations for pay telephone fixtures and equipment.
- Additional optional services or equipment.

Respondents must include photos and provide detailed information regarding any optional services and equipment they propose. Optional services and/or equipment will be considered under the "Experience/Qualifications, Project Approach and Capital Investment" criteria and shall not consider such proposals under any other criteria. Nothing in this RFS should be construed as requiring a respondent to propose additional equipment or services. The County shall be under no obligation whatsoever to accept or approve additional optional services and/or equipment. Respondents are encouraged to propose replacement of existing, underutilized multiunit Pay Telephone fixtures as part of their capital investment.

1.4 HISTORY AND BACKGROUND:

The pay telephone equipment and services are currently being provided through a contract with Embarq Payphone Services, Inc., formerly Sprint Payphone Services, Inc.,

which became effective February 13, 2002. The contract was awarded as a result of the County's solicitation for competitive proposals.

There are twenty-four (24) public pay telephones located within PBI's Terminal Building and exterior areas, as specifically identified on Attachment 2, sheets 1 through 4. In addition, there are three (3) public pay telephones located in remote locations: one (1) located at the PBI south side General Aviation Customs facility (Building 1612), one (1) located at the employee parking lot, adjacent to the Terminal Building, and one (1) located in the Terminal Building at the North County General Aviation Airport.

In addition, the Department of Airports has a need to provide pay telephone service at Palm Beach County Glades Airport located in Pahokee, Florida and Palm Beach County Park Airport located in Lantana, Florida. There are currently no pay telephone fixtures or equipment at these locations.

All existing pay telephone fixtures are owned by the County. All pay telephone equipment is owned by Embarq Payphone Services, Inc. For the purposes of this RFS and the Concession Agreement:

- Fixtures include: enclosures, kiosks and sit-down units
- Equipment includes: telephone units

Revenue data for each contract year of the current provider has been compiled from the monthly revenue reports submitted to the Department of Airports and is unaudited and attached hereto as Attachment 3. The revenue information is unaudited and being provided for informational purposes only. The County does not warrant the accuracy of this information.

1.5 PURPOSE OF THE PROJECT:

The Department of Airports has a need for a qualified and experienced firm to provide airport users with access to pay telephone services and equipment at PBI, North County General Aviation Airport, Palm Beach County Glades Airport and Palm Beach County Park Airport. The selected Concessionaire will be required to enter into a Concession Agreement with the County to accommodate this need and provide desired services.

1.6 NON-MANDATORY PRE-PROPOSAL CONFERENCE:

All respondents are **invited** to attend a Non-Mandatory Pre-Proposal Conference which will be held at the Purchasing Department, 50 South Military Trail, Suite 109, West Palm Beach, Florida 33415, on January 9, 2008, commencing at 1:00 p.m. local time. At this time, the County's representative(s) will be available to answer any questions relative to this Request for Submittal. Any questions or comments arising subsequent to the Non-Mandatory Pre-Proposal Conference must be presented in writing prior to the date and time stated in the Timetable (Section 1.9) of the RFS, to be discussed with the County's representative(s) as possible amendments to the RFS.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

1.7 PERIOD OF CONTRACT:

The proposed effective date of this Contract is March 1, 2008. The selected respondent(s) will provide services for a five (5) year period ending February 29, 2012.

1.8 QUALIFICATION OF RESPONDENTS:

All respondents to this RFS shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFS.

1.9 TIMETABLE:

The anticipated schedule and deadline for the RFS and Contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFS available for distribution	12/28/07		Purchasing Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
Non-Mandatory Pre-Proposal Conference	1/09/08	1:00 p.m.	Purchasing Department 50 S. Military Trail, Ste. 109 W. P. B., FL 33415
Deadline for receipt of questions or comments	1/14/08	5:00 p.m.	Purchasing Department 50 S. Military Trail, Ste.110 W. P. B., FL 33415
Deadline for receipt of submittals	1/28/08	4:00 p.m.	Purchasing Department 50 S. Military Trail, Ste.110 W. P. B., FL 33415
Evaluation/Selection Process	2/04/08		
Award Date	2/11/08		
Contract Start Date	3/01/08		

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

1.10 ENTERING SUBMITTALS:

All submittals must be sent on 8½ x 11 inch paper.

One (1) unbound original and three (3) copies of the complete submittal must be received in the Purchasing Department by January 28, 2008, 4:00 p.m. local time. The original and all copies must be submitted in a sealed envelope or container. The respondent's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFS. The outer envelope or wrapper should be addressed as follows:

Respondent Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415
RFS No: 100076/DP

Title: Pay Telephone Concession at Palm Beach County Airports
Due Date: January 28, 2008, 4:00 p.m. local time

Hand-carried submittals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

Respondents are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Revenue Submittal Page(s) (Appendix A) and the Equipment Pricing Form (Appendix B) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the respondent ("Authorized Person"), and respondents must affix their company's corporate seal to the document. In the absence of a corporate seal, submittals must be notarized by a Notary Public.

The submission of a submittal by a respondent will be considered by the County as constituting a legal offer by the respondent to perform the required services at the revenue offered to the County identified therein.

1.11 CONTACT PERSON:

The contact person for this RFS is Donna Pagel, Purchasing Manager, at (561) 616-6821, e-mail address dpagel@co.palm-beach.fl.us or fax number (561) 242-6721 in the Purchasing Department.

Respondents are advised that from the date of release of this RFS until award of the contract, NO contact with County staff concerning this RFS is permitted, except as authorized by the contact person designated herein.

1.12 CONE OF SILENCE:

Respondents are advised that the “Palm Beach County Lobbyist Registration Ordinance” prohibits a respondent or anyone representing the respondent from communicating with any County Commissioner, County Commissioner’s staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its submittal, i.e., a “Cone of Silence”.

The “Cone of Silence” is in effect from the date/time of the deadline for submission of the submittal, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all submittals, or otherwise takes action which ends the solicitation process.

Respondent may, however, contact any County Commissioner, County Commissioner’s Staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract via written communication, i.e., fax, e-mail, or U.S. Mail.

Violations of the “Cone of Silence” are punishable by a fine of \$250.00 per violation

1.13 ADDITIONAL INFORMATION/AMENDMENT(S):

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail or U.S. Mail, no later than the date specified and to the address listed in the RFS Timetable (Section 1.9) or fax number or e-mail address listed for the Contact Person (Section 1.11) above. The request must contain the respondent’s name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the respondent’s name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this RFS, when deemed necessary by the County, will be completed only by written amendment(s) issued prior to the Deadline for receipt of submittals. Respondents should not rely on any representations, statements or explanations other than those made in the RFS or in any amendment to this RFS. Where there appears to be a conflict between the RFS and any amendment issued, the last amendment issued shall prevail.

Amendments to this RFS will be posted on the Palm Beach County Purchasing Department website: www.pbcgov.com/pur under “Request for Quotation/Submittal” as they are issued. It is the responsibility of respondents to check this website for any amendments prior to the submittal of your response. Palm Beach County shall not be responsible for the completeness of any RFS package not downloaded from this website.

It is the respondent’s responsibility to assure receipt of all amendments. The respondent should verify with the designated Contact Person (see Section 1.11) prior to

entering a submittal that all amendments have been received. Respondents are required to acknowledge the receipt of all amendments as part of their submittal.

SECTION 2 GENERAL TERMS AND CONDITIONS

2.1 SUBMITTAL GUARANTEE:

Respondent guarantees their commitment, compliance, and adherence to all requirements of the RFS by submission of their submittal.

2.2 MODIFIED SUBMITTALS:

A respondent may submit a modified submittal to replace all or any portion of a previously submitted submittal until the Deadline for receipt of submittals. The County will only consider the latest version of the submittal.

2.3 WITHDRAWAL OF SUBMITTALS:

A submittal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of submittals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of submittals.

Unless withdrawn, as provided in this subsection, a submittal shall be irrevocable until the time that a contract is awarded.

2.4 LATE SUBMITTALS, LATE MODIFIED SUBMITTALS:

Submittals and/or modifications to submittals received after the Deadline for receipt of submittals specified in RFS Timetable (Section 1.9) are late and shall not be considered.

2.5 RFS POSTPONEMENT/CANCELLATION:

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, submittals; waive any minor irregularities in this RFS or in the submittals received as a result of this RFS; postpone or cancel, at any time, this RFS process; or re-issue this RFS.

2.6 COSTS INCURRED BY RESPONDENTS:

All expenses involved with the preparation and submission of submittals to the County, or any work performed in connection therewith, shall be borne by the responding party. No payment will be made for responses received, nor for any other effort required of or

made by the respondents, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION:

Respondents are hereby notified that all information submitted as part of, or in support of, submittals will be available for public inspection after opening of submittals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 NEGOTIATIONS:

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each submittal should contain the respondent’s revenue and technical offer.

2.9 DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

Palm Beach County desires to involve socially and economically Disadvantaged Business Enterprises in the economic activity of the Airports as operators and as suppliers of products, goods, and services to the operator and other Airport tenants. To that end, the Department of Transportation Federal Regulations, 49 CFR, Part 23 (the “Regulation”), which sets forth the requirements for the DBE program and are incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a respondent being deemed responsive to the DBE requirements. The provisions of the Regulation control in the event of a conflict between this RFS and the Regulation.

For the Pay Telephone Concession Agreement, the County has established a specific Disadvantaged Business Enterprise (DBE) participation goal of at least ten percent (10%) of the total gross revenues. Respondents shall use sufficient reasonable good faith efforts to carry out the County’s DBE participation goal to its fullest extent consistent with and in the best interest of the efficient operation of the Concession Agreement.

(A) Disadvantaged Business Enterprise (DBE) Goal

The County has established a minimum goal of 10% DBE participation for this solicitation. This goal is a minimum, and no rounding will be accepted.

(B) Proposal Submission Documentation

Respondents are required to submit with their proposal the appropriate DBE schedules in order to be deemed responsive to the DBE requirements. DBE documentation to be submitted is as follows:

- 1) **Schedule 1 – List of Proposed DBE Subcontractors** (Appendix D)

This list shall contain the names of all DBEs intended to be used in performance of the Concession Agreement, if awarded. The type of work to be performed by each subcontractor and the dollar value shall also be specified.

2) **Schedule(s) 2 – Letter(s) of Intent to Perform as a DBE Subcontractor** (Appendix D)

One copy of Schedule 2 for each DBE listed on Schedule 1 shall be completed and executed by the proposed DBE Subcontractor. Additional copies may be made as needed.

NOTE: A prime respondent certified by Palm Beach County Department of Airports must complete Schedules 1 and 2 (Appendix D) if they propose to use any DBE subcontractor. DBE respondents are not exempt from meeting goals. The amount of work to be done by a DBE prime respondent's own work forces may be counted toward goal attainment, but such amounts must be identified in the proposal on Schedule 1. Failure to submit the necessary DBE documentation to establish that goal has been met may result in the DBE respondent being deemed non-responsive to the DBE requirements.

(C) DBE Certification

Only those firms certified by Palm Beach County Department of Airports and the Unified Certification Program in the State of Florida shall be counted toward the established DBE goal. **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS A DBE WITH PALM BEACH COUNTY DEPARTMENT OF AIRPORTS.** It is the responsibility of the respondent to confirm the certification of any proposed DBE; therefore, it is recommended that respondents contact the Airport's DBE Office at (561) 471 – 7447.

(D) Counting DBE Participation

- 1) Once a firm is determined to be an eligible DBE according to the Palm Beach County Department of Airports certification procedures, the Airport or the Prime may count toward its DBE goal only that portion of the total dollar value of a contract performed by the DBE.
- 2) The total dollar value of a contract with an eligible DBE may be counted toward the goal.
- 3) The Department of Airports may count toward its DBE goal the total value of a contract awarded to an eligible DBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- 4) The Department of Airports or prime may count toward the DBE goal a portion of the total dollar value of a contract with a joint venture,

eligible under the standards for certification, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

- 5) The Department of Airports or prime may count toward the DBE goal the entire expenditures for materials and equipment purchased by a DBE subcontractor, provided that the DBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- 6) The Department of Airports or prime may count the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters the goods before resale).
- 7) The Department of Airports or prime may count toward the DBE goal sixty percent (60%) of its expenditure to DBE supplier that are not manufacturers.
- 8) The Department of Airports or prime may count toward its DBE goal second and third tiered DBE subcontractors, provided that the prime identifies the DBE subcontractors as second and third tier subs in their submitted proposal.

(E) Responsibilities After Contract Award

All respondents hereby assure that they will meet the DBE participation percentages submitted in their respective proposals with the subcontractors contained on Schedules 1 & 2 (Appendix D) and at the dollar values specified. Respondents agree to provide any additional information requested by the County to substantiate participation.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS:

The respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.11 CRIMINAL HISTORY RECORDS CHECK ORDINANCE:

Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when

entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The respondent is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the respondent acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

2.12 REVIEW OF SUBMITTALS:

Each submittal will be reviewed to determine if the submittal is responsive to the RFS. Submittals deemed to be non-responsive will be rejected without being evaluated by the County. A responsive submittal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the submittal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a submittal without evaluation, such substandard submissions may adversely impact the evaluation of your submittal, especially information relating to establishing financial/business stability. Respondents who fail to comply with all of the required and/or desired elements of this RFS, do so at their own risk.

2.13 EXCEPTIONS TO THE RFS:

All exceptions taken must be specific, and the respondent must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the submittal. Respondents are cautioned that submitting an alternative submittal does not relieve the respondent from submitting the "Minimum Requirements" as stated in Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives.

2.14 SELECTION PROCESS:

All submittals timely received will be reviewed first by the Purchasing Department to determine if each respondent has submitted the required information and met all Submittal Requirements (as stated in Section 3). Those submittals fulfilling the Submittal Requirements shall be referred to the Requesting Department for review and further consideration.

The Department will evaluate all responses to this RFS that meet the Submittal Requirements and are deemed responsive. The Department may evaluate all responsive submittals based solely on the information submitted with the submittal. Accordingly respondents are urged to ensure that their submittal contains all the necessary information for the Department to fairly and accurately evaluate each of the criteria listed below in Section 2.15. However, an oral presentation, additional written information, internal staff analysis, respondent presentations, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Department to determine the successful respondent.

2.15 EVALUATION CRITERIA:

Specific criteria have been established to assist in the evaluation of submittals. The criteria listed below will be applied to submittals submitted by respondents who have demonstrated that the minimum qualification criteria have been met.

CRITERIA	DESCRIPTION
Financial Return to Airport (See Section 3.4)	Respondent's proposed percentages of Gross Revenues to the County
Experience / Qualifications, Project Approach and Capital Investment (See Sections 3.1 and 3.2)	Respondent's experience in the management and operation of pay telephone services, including installation and quality of equipment and optional services (if any)
DBE Participation (See Section 2.9)	Respondent's DBE participation

2.16 AWARD OF CONTRACT:

The award, if any, will be made to the respondent whose submittal is considered to be the most advantageous to the County based on the County's opinion after review of every responsive submittal including, but not limited to, proposed revenues to County.

2.17 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1):

The selected respondent will be required to execute a contract similar to the attached Pay Telephone Concession Agreement (Attachment 1).

Pay Telephone Concession Agreement provisions (general and specific) will be incorporated into any contract resulting from this RFS. NOTE: The County may modify the form of this Agreement based on proposals of additional services. Should any selected respondent and the County be unable to consummate a written Agreement, the County may proceed to the next most advantageous submittal or the County may issue a new solicitation or cancel the procurement process in its entirety.

2.18 COMMENCEMENT OF WORK:

This RFS does not, by itself, obligate the County. The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the respondent. The County may set a different starting date for the contract. The County will not be responsible for any work done by the respondent, even work done in good faith, if it occurs prior to the contract start date set by the County.

2.19 INSURANCE REQUIREMENTS:

Prior to the effective date of the Agreement, it shall be the responsibility of the successful respondent to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 12, to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Donna Pagel, Purchasing Manager.

The successful respondent shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 12). Failure to maintain the required insurance will be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the successful respondent, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful respondent under the Agreement.

2.20 DRUG FREE WORKPLACE CERTIFICATION:

Respondents should submit with their submittal an executed Drug Free Workplace Certification (Appendix E) indicating that the respondent has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes.

2.21 AUTHORIZED SIGNATURE:

The authorized representative signature required on all submittals and the Contract must be made by an officer of the company (if applicable).

2.22 SECURITY FOR PAYMENT:

Prior to the Effective Date, the successful respondent shall post a security deposit with County in an amount of Twenty Five Thousand Dollars (\$25,000) ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of the successful respondent hereunder. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. The Letter of Credit shall fully comply with the County's requirements set forth in Palm Beach County PPM #CW-F-055, and the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. The Surety Bond shall fully comply with the County's requirements set forth in Palm Beach County PPM #CW-F-056, and the face of the Surety Bond shall be in the format described in PPM #CW-F-056, the terms of which are incorporated herein by reference.

In the event of any failure by the successful respondent to pay any sums, rentals or charges to County when due or upon any other failure to perform any of its obligations or other default under the Pay Telephone Concession Agreement (Attachment 1) (the "Agreement), then, in addition to any other rights and remedies available to County at

law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, the successful respondent shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of the Agreement (Attachment 1) and for a period of six (6) months after the termination of this Agreement. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, the successful respondent shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by Section 5.13 of the Agreement (Attachment 1) shall: (1) entitle County to draw down the full amount of such Security Deposit, and (2) constitute a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to the successful respondent until all obligations under this Agreement are performed and satisfied. Prior to consent from County to any assignment of this Agreement by the successful respondent, the successful respondent's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of Section 5.13 of the Agreement (Attachment 1). The obligations arising under Section 5.13 of the Agreement (Attachment 1) shall survive the expiration or earlier termination of this Agreement.

Respondents interested in submitting a Letter of Credit or Surety Bond may obtain a copy of PPM #CW-F-055 or PPM #CW-F-056 from Donna Pagel, Senior Buyer, Palm Beach County Purchasing Department, Telephone No. 561-616-6821.

SECTION 3 SUBMITTAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT:

Format

Submittals should be typed, double spaced and submitted on 8 ½" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). Submittals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Submittals should contain a Table of Contents. The Table of Contents outlines in sequential order all of the areas of the submittal and it allows for clarity and ease of review of the submittal.

Letter of Transmittal

Submittals should contain a Letter of Transmittal addressed to Donna Pagel, Purchasing Manager, and should, at a minimum, contain the following:

- a. Identification of Respondent, including name, address and telephone number.
- b. Proposed working relationship between respondent and subcontractors, if applicable.
- c. Name, title, address, telephone number, fax number and e-mail address of contact person during period of submittal evaluation.
- d. Signed by a person authorized to bind respondent to the terms of the submittal.

Technical Proposal

Submittals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a respondent to provide the required information is considered sufficient cause to deem the submittal non-responsive.

The items(s) marked by an asterisk (*) should be a part of the submittal; however, if these items are omitted, the respondent must submit the item(s) upon request from the County within a time frame specified by the County (normally within two working days of request) or the submittal shall be deemed non-responsive. All other items must be submitted with the submittal or it shall be deemed non-responsive.

Notwithstanding these submittal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the submittal. Upon request, it shall

be the responsibility of the respondent to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of a respondent to provide the required information within the specified time frame is considered sufficient cause to deem the submittal non-responsive.

Each of the following requirements should be addressed in separate sections of the submittal.

3.1 EXPERIENCE/QUALIFICATION/BACKGROUND/REFERENCES INFORMATION

3.1.1 Each respondent shall submit a detailed statement of their experience, qualifications, and background for providing public pay telephone services and the following:

- a. Local Service
- b. Intralata Service
- c. Interlata Service
- d. Installation and maintenance of pay telephone equipment.

Such experience must have been in a commercial location requiring continuous full-time service to a minimum of twenty-five (25) pay telephones.

*3.1.2 Each respondent must submit a minimum of three (3) references demonstrating the successful provision of public pay telephone services within the past five (5) years.

Each reference should include the following:

- a. Name of client company, contact names, addresses, telephone/fax numbers, dollar amount of contracts and dates of services.
- b. Scope of Work, types of services performed and number of full-time staff provided.

3.2 PROJECT APPROACH / UNDERSTANDING INFORMATION

The respondent shall provide a detailed narrative description of its approach and methodology for providing pay telephone services, including, but not limited to, the following:

3.2.1 Overview of the project tasks to be performed

3.2.2 In addition, respondent shall provide the following information:

- a. The name of the local telephone service provider.
- b. The name of the long distance telephone service provider.
- c. The name of the company providing equipment maintenance and repair.
- d. Include information regarding office location responsible for the Concession (address, telephone number, primary contact person).

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

The respondent shall provide:

3.3.1 An Organizational Chart that identifies the structure of the company

3.3.2 A list of the key personnel assigned to the Concession, and submit a complete resume detailing their experience, education, expertise, qualifications, and knowledge of the Concession. If an individual has not been selected, provide the general qualifications and level of experience you would require for each position assigned to the Concession.

3.3.3 A description of the role of each staff member who will be responsible for the handling and monitoring of the Concession.

3.3.4 The respondent shall identify projects, or Concessions of a similar nature in which each staff member has been involved.

Required Appendices

3.4 FINANCE RETURN INFORMATION

3.4.1 The respondent shall submit the attached Revenue Submittal Page(s) (Appendix A), filled out, signed, with either a corporate seal affixed or notarized. The respondent shall indicate the percentage of Gross Revenues for Pay Telephone services, any additional services to be paid to the County during the Concession Agreement term, and Capital Investment (if any).

Note: On the Submittal Response Form, Appendix A, respondents are to completely fill in the proposed percentage fees for both the PBIA Terminal and the exterior areas of PBIA, the North County General Aviation Airport, Palm Beach County Glades Airport and Palm Beach County Park Airport.

3.4.2 The respondent shall submit the attached Equipment Pricing Page (Appendix B), filled out, signed, with either a corporate seal affixed or notarized. The respondent shall indicate the Carrier Cost and Customer Cost for each Call Type.

3.5 BUSINESS INFORMATION

Each respondent shall complete the Business Information Pages (Appendix C), referencing their type of business, i.e., Corporation, Partnership (General/Limited), Joint Venture and Sole Proprietorship.

3.6 AMENDMENTS TO THE RFS

It is the respondent's responsibility to assure receipt of all amendments. The respondent shall verify with the designated contact person, prior to submitting a submittal, the number of amendments that have been received. Each amendment to the RFS shall be signed by an authorized person and shall be submitted with the submittal or the submittal shall be deemed non-responsive.

Additional Appendices

3.7 ADDITIONAL INFORMATION

Information considered by the respondent to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

SECTION 4 SCOPE OF WORK/SERVICES

Pay Telephone Concession at Palm Beach International Airport and other locations as stated.

4.1 Term

The selected Concessionaire will be required to enter into a Concession Agreement with the County. The Term of the Pay Telephone Concession Agreement (Attachment 1) shall be for five (5) years, commencing on March 01, 2008 and expiring on February 29, 2012.

4.2 Rent

Respondents shall propose the percentage of Gross Revenues, (as defined in the Concession Agreement), to be paid to the County for the privilege of operating a pay telephone concession at PBI, the North County General Aviation Airport, Palm Beach County Glades Airport and Palm Beach County Park Airport. No minimum annual guarantee is required.

Note: On the Submittal Response Form, Appendix A, respondents are to completely fill in the proposed percentage fees for both the PBI Terminal and the exterior, the North County General Aviation Airport, Palm Beach County Glades Airport and Palm Beach County Park Airport.

4.3 Pay Telephone Locations

There are currently twenty-four (24) public pay telephones located within PBI's Terminal Building and exterior areas, as specifically identified on Attachment 2, pages 1 through 4. In addition, there are three (3) public pay telephones located in remote locations: one (1) located at the south side General Aviation Customs facility (Building 1612), one (1) located at the employee parking lot, adjacent to the Terminal Building, and one (1) located in the Terminal Building at the North County General Aviation Airport.

The Department of Airports has a need to provide pay telephone service at Palm Beach County Glades Airport in Pahokee, Florida, and Palm Beach County Park Airport in Lantana, Florida. There are currently no pay telephone fixtures or equipment at these locations.

The total number of pay telephones included in this RFS may be increased or decreased as deemed necessary by the County. The County may require additional pay telephones as its other County owned and operated Airports in the future as needed. All pay telephone services shall be subject to the terms and conditions of the Concession Agreement.

The installation and removal of any equipment, fixtures or service will be approved in writing in advance by the County. All costs incurred to install or remove equipment and fixtures will be the responsibility of the selected Concessionaire. Any additional enclosures or fixtures installed by the selected Concessionaire will be deemed the property of the County.

Advance written approval is required by the Department of Airports prior to the removal, replacement or installation of any fixtures or equipment, including wiring. All existing telephone fixtures and those to be installed during the term of the Concession Agreement are deemed to be leasehold improvements and therefore will be considered to be County property. As such, all fixtures, conduit, and wiring will remain in place and be surrendered to the County upon termination or expiration of the Concession Agreement. The Department of Airports may require the selected Concessionaire to replace existing multiunit telephone fixtures with single unit fixtures.

Airports are a dynamic environment and as with such, it may be necessary to relocate pay telephone units due to certain demands. Relocation of any units, at the discretion of the County, shall be completed by the selected Concessionaire within thirty (30) days of receipt of written notice to relocate. Selected Concessionaire will be required to coordinate all construction, installation and relocation with Department of Airport's staff. The selected Concessionaire shall

be required to observe Airport Rules and Regulations and attend pre-construction meetings as required by County.

The selected Concessionaire will schedule and coordinate with the Department of Airports all installation, removal, and relocations of the pay telephone equipment. All such work is to be performed in a professional and workman like manner that is compatible with the Department of Airport's normal operations and is to be completed with minimal disruption to airport personnel, airport passengers, and users of the pay telephone services.

Note: At the sole discretion of the Department of Airports, all work may be required to be scheduled during the evening and early morning hours.

4.4 Service Requirements

The selected Concessionaire shall engineer, provide, install, maintain, and adjust all pay telephone equipment, fixtures and service as required pursuant to the Pay Telephone Concession Agreement. The services to be provided include: (i) local calling services, including 0+ local; (ii) intralata services, including 0+ and 1+; and, (iii) interlata services, including 0+ and 1+.

The selected Concessionaire shall have the ability to carry out all requirements of this RFS and the Concession Agreement, and provide continuous full-time service and repairs without interruption, including the following:

(A) Required Services

- 1) The selected Concessionaire shall install pay telephones and provide any services approved by County at locations previously approved by County. At the end of the term of the current Concession Agreement, the current provider, Embarq Payphone Services, Inc., will remove its pay telephone units from PBIA, and the selected Concessionaire shall communicate with, work with, and cooperate with the prior provider in the transition from the prior provider's operation of the pay telephone concession at PBIA to the operation of such concession by the selected Concessionaire.
- 2) Pay telephone equipment must be state of the art and meet all American with Disabilities Act (ADA) rules and requirements.
- 3) The selected Concessionaire will provide to the County written certification that all pay telephones have been fully tested and are operational prior to implementation. The results of all tests are to be documented including test failures and the actions required to remedy the failure.
- 4) Local operator assistance, domestic and international directory services, credit card calls, charge reversal, complaint reporting

service, refunds, call billing information, and emergency telephone service (911) must be provided.

- 5) Automated credit card call placement with a carrier identification announcement during operator-assisted dialing. Acceptance of a minimum of three major credit cards, including Mastercard and Visa.
- 6) Real-time billing for all completed Intralata and Interlata calls must be provided.
- 7) Only state-of-the-art, high-quality voice grade lines shall be used.
- 8) Alternate routing facilities and back-up procedures must be sufficient to ensure that in the event of network failure all services are restored within twenty-four (24) hours.
- 9) Pay telephone equipment must have multi-lingual capability, at a minimum: English, Spanish, French, Creole, Japanese, and German.
- 10) The selected Concessionaire must assure that users can easily access competing long distance providers.
- 11) Alternative routing facilities must be in place between the local exchange company's central office and the selected Concessionaire's service centers.
- 12) Alternate operator service centers must be available for facility failure.
- 13) If requested by the County, the selected Concessionaire must be able to provide spare system and operator position capacity to handle additional demand.
- 14) All pay telephones must be capable of: (i) placing 411, 911, and all regulated toll-free numbers; (ii) connecting to all intra/inter-exchange carriers using calling cards; and, (iii) completing collect, and operator assisted calls for local, Intralata, Interlata and international calls using the key pad.
- 15) The selected Concessionaire must be capable of providing international 0+ long distance service on a global basis.
- 16) Local telephone directories and covers are to be provided at all telephone locations. Directory covers must be uniform in color and design and must be approved in advance by the Department of Airports. The placement and removal of directories will be completed by the selected Concessionaire.

17) All pay telephones are to be equipped with amplified handsets. Based upon Florida Public Service Commission regulations for 0+ Inter-Exchange services.

18) Equal access to all long distance carriers must be provided at all pay telephones.

(B) Rates and Charges

1) Charges for directory and 411 calls shall not exceed \$.50 per call. Any increase to directory and 411 calls will need the written approval of the Department of Airports. No charge for 911 calls or any regulated toll free numbers.

2) The maximum charge that may be imposed for a local call shall not exceed \$.50¢, with no time limit imposed for the call. Any increase in the local call charge will require written approval of the Department of Airports. In no event shall any increase (i) impose any charge in excess of any maximum charge set by any regulatory body having jurisdiction; nor (ii) exceed charges for local charges provided at other airports within Florida and within the County.

3) No charge may be imposed in excess of any maximum charge set by any regulatory agency having jurisdiction.

4) The selected Concessionaire may not add any premise surcharge to the end user's cost for use of services.

5) Through-out the term of the Concession Agreement, the selected Concessionaire agrees that any surcharges, local call rates, and measured time rates will not exceed the current Local Exchange Company rates to any location.

6) The selected Concessionaire agrees that operator service charges will not exceed the current Local Exchange Company rates for any service provided.

(C) Customer Service

1) The selected Concessionaire is to assure that the Concession is at all times under the supervision and direction of an active, qualified, competent manager who is at all times under the direction and control of the selected Concessionaire. The selected Concessionaire's manager shall be responsible for coordinating orders for installations, removals, repairs, addressing issues related to Concession fee payments and reporting and any and all other operational aspects of the Concession.

- 2) The following are to be available twenty-four (24) hours a day, three hundred sixty five (365) days a year at no cost to County:
 - equipment repair; and
 - customer service.
- 3) The selected Concessionaire's customer service center shall handle complaints, credit adjustments, refunds and provide caller assistance in an expedient and professional manner. The customer service center's telephone number(s) shall be:
 - toll-free, which are not to require funds to be deposited, regardless if refunded; and
 - prominently posted on all pay telephone equipment.
- 4) The selected Concessionaire shall notify the Department of Airports of any complaints received. At the request of the Department of Airports, the selected Concessionaire shall meet with Department of Airports' staff to review any complaints or concerns and to promptly correct any deficiencies.

(D) Maintenance and Repairs

- 1) The selected Concessionaire shall provide a Maintenance Plan to County prior to commencement of services. The Maintenance Plan should include the following:
 - preventative maintenance activities and schedules; and
 - schedule of periodic tests and inspections
- 2) The selected Concessionaire must provide equipment repair on a twenty-four (24) hour basis at no charge to the County. All maintenance and repair services are to be completed within the same day (twenty-four (24) hours) as the need for such service was reported to the selected Concessionaire. If a service representative of the selected Concessionaire is not at the Airport when the need for repair service is reported, the response time for such repairs must be within four (4) hours. Replacement of equipment will be at the sole expense of the selected Concessionaire.
- 3) The repair or replacement of any defective or damaged equipment, fixtures, or appurtenances is to be completed as soon as reasonably possible and, if applicable, in accordance with the directions of the Department of Airports.
- 4) All pay telephone equipment is to be maintained by selected Concessionaire in a clean and hygienic manner.

4.5 Additional Services

Additional services may be proposed by the selected Concessionaire in order to maximize services to airport users or to increase revenue to the County, at any time throughout the term of the Concession Agreement. The selected Concessionaire shall notify the County in writing of desired additional services. Such notification shall include detailed information such as photos, potential revenue to the County, and suggested locations of additional services.

The selected Concessionaire may propose additional services as part of this RFS. The proposed revenues to the County shall be detailed on the Submittal Response Form (Appendix A). Respondents shall include detailed information regarding additional optional services including equipment requirements, photographs of equipment (if any) and potential revenues to the County.

The County shall have no obligation whatsoever to approve any additional services by the selected Concessionaire. The County reserves the right to make appropriate modifications to the Concession Agreement (Attachment 1) based on proposals for additional services.

4.6 System and Equipment Requirements

All equipment, fixtures, materials, parts, cables, software and hardware are to be new or “like new” of the latest technology, user-friendly and shall be current models that are compatible of the features and design of the PBI Terminal Building (for those units to be relocated on the interior of the PBI Terminal Building) and are not to include any advertiser speed-dial features. If and when such models are replaced, respective items shall also be new or “like new”, and shall also be current models.

(A) Minimum Specifications

The selected Concessionaire will be required to comply with the following minimum specifications when installing pay telephone units, equipment, fixtures and other materials:

Aesthetics. Attractive, comfortable and complementary to the existing décor.

Sturdiness. Capable of withstanding moderate levels of vandalism and abuse.

Environmental Conditions. Capable to withstanding moderate levels of wind, high and low temperatures, humidity, water, dust and sunlight.

Additional. All equipment shall be UL and FCC approved. Pay telephone units must have the following standard features, as minimum requirements:

- Receive cash and credit cards
- Die cast bodies
- Volume adjustable
- Magnet strip card acceptance
- Multi-lingual instruction

4.7 Losses and Expenses

The County will not be held responsible in any way for any losses or expenses incurred resulting from fraudulent calls, lost funds, theft, vandalism, un-billable or un-collectable calls, or from the repair or replacement of defective or damaged equipment, fixtures or appurtenances. Such losses and expenses will not affect the amount of Concession fees paid by the selected Concessionaire to the County. However, the amount of such losses and expenses is to be included in selected Concessionaire's Monthly Report.

Throughout the term of the Concession Agreement, the removal of any and all existing fixtures and equipment, the installation of new fixtures and equipment, and the establishment of new service will be completed at the Concessionaire's sole cost and expense.

The selected Concessionaire shall be responsible for all cost associated with the installation of TDD phones and compliance with all local, state, and federal rules, regulations, requirements, and codes including compliance with the American with Disabilities Act.

All costs associated with providing the required concession services are the sole responsibility of the selected Concessionaire, including, but not limited to:

- obtaining and implementing any and all software modifications; and
- obtaining security identification badges for all employees assigned to the Concession; and
- obtaining the various types and amounts of insurances as required by the Concession Agreement.

4.8 Compliance with Regulations and Codes

The selected Concessionaire will be responsible for insuring all proposed equipment, fixtures, cabling, wiring, rates and services remain in full compliance with:

- Americans with Disabilities Act
- American National Standards Institute
- National Electrical Code
- Florida Public Service Commission Requirements
- FCC Regulations Parts 15 and 68

- FCC & FPSC Tariff and Rate Regulations
- Local Building Codes
- OSHA Requirements

Revisions and/or updates to any of the above referenced codes and regulations will be adhered to by the selected Concessionaire including any other applicable enforcement enacted by any regulatory agency now in existence or as may come into being having jurisdiction over the selected Concessionaire. The selected Concessionaire's failure to comply with any and all applicable regulations will be a material default of the Concession Agreement.

4.9 Materials and Workmanship

The selected Concessionaire guarantees that all equipment and component parts shall be:

- in compliance with all requirements of this RFS;
- new or reconditioned and warranted as equivalent to new by the manufacturer;
- in complete operational condition at the time of delivery and installation;
- functional and aesthetically compatible; and
- approved in advance by the Department of Airports.

All equipment, parts, and components are in production at the time of proposal and are to be of the highest quality material and workmanship. No equipment, part, or component is to be installed contrary to the manufacturer's recommendations and standard practices. Damages to enclosures and fixtures shall be reported to the Department of Airports.

4.10 Signs, Displays and Advertising

The following information and telephone numbers, all toll-free, are to be prominently displayed on all pay telephones:

- 9-1-1 emergency;
- repair service;
- customer service; and
- the selected Concessionaire's business name and address.

This information is also to be displayed on each telephone for the selected Inter-exchange Carrier.

All signage must be deemed necessary to identify the location of pay telephones, must be recognizable for that purpose, and shall be approved by the Department of Airports prior to installation. The selected Concessionaire shall be responsible

to provide and maintain all signs, including those the Department of Airports has instructed the selected Concessionaire to obtain.

No stickers, advertising, instructional messages, or other information may be affixed or otherwise placed on any pay telephone equipment, including fixtures, without the prior written approval of the Department of Airports.

4.11 Delivery, Installation, and Acceptance

The Department of Airports maintains final approval authority on all equipment including delivery, installation schedules, and layouts, prior to the commencement of any work.

The selected Concessionaire will be solely responsible for a turnkey installation and all costs associated with the installation of any new pay telephones and equipment. The delivery and installation of new pay telephones and equipment and the removal of any discarded materials is to be completed in an expeditious manner so as to minimize passenger inconvenience and to not interrupt the duties of County personnel.

4.12 Schedule of Operations

Due to the fact that the scope of the selected Concessionaire's work requires access to certain secured access areas within the PBIA Terminal Building, the selected Concessionaire is required to adhere to the Department of Airports security program, including, but not limited to, obtaining PBIA identification badges for all employees of the selected Concessionaire.

(A) The selected Concessionaire shall adhere to the following schedule:

- 1) The selected Concessionaire shall meet with the County to establish a time schedule for the work to be completed within seven (7) days following the execution of the Concession Agreement by the County.
- 2) Within seven (7) days following the coordination meeting, the selected Concessionaire will submit for Department of Airport approval, a complete implementation plan including acceptance procedures and installation schedule.
- 3) The installation schedule is to be in a form satisfactory to the Department of Airports, which indicates predicted starting and completion dates of all installations.

4.13 Deliverables

Prior to commencement of work, the selected Concessionaire shall prepare and submit to the County an Implementation Plan, which defines the orderly sequence of installation, testing cut-over, and acceptance. The system cut-over

is to be completed within thirty (30) days from the date the Implementation Plan is approved by the Department of Airports.

(A) Implementation Plan

The implementation plan will clearly define: (i) all major milestones and the schedule for their accomplishment; (ii) identify critical paths and milestones; and, (iii) identify approaches for mitigating any potential problems. The selected Concessionaire's implementation plan must address all aspects including, but not limited to:

- 1) identifying responsibilities of the selected Concessionaire and the County before and during cut-over;
- 2) how existing service is to be maintained prior to cut-over;
- 3) the schedule for delivery and installation of all pay telephones and equipment;
- 4) installation procedures for all equipment, including conduit and cabling;
- 5) pre-cut-over testing methods and procedures; and
- 6) cut-over time frames, methods, and procedures, by location.

(B) Installation Progress Report

During the installation of new pay telephones and equipment, the selected Concessionaire shall provide to the Department of Airports a weekly progress report detailing the scope of work completed and any difficulties encountered which may delay the completion of the installation.

(C) Program Status Review

From time to time throughout the term of the Concession Agreement, the selected Concessionaire may be requested to meet with County staff to review and discuss the status of the Concession's operations and to determine what changes may be made to the Concession to improve services to the traveling public and to increase revenues.

(D) Reports:

The selected Concessionaire shall provide the Annual Audits and reports required by the Concession Agreement (Attachment 1).

4.14 Initial Capital Investment

The selected Concessionaire's initial capital investment will include the cost to either purchase existing telephone equipment from Embarq Payphone Services, Inc. or to replace all existing equipment with the selected Concessionaire's equipment, the cost of which may include the replacement of all fixtures should the selected Concessionaire's pay telephone be incompatible with existing

fixtures. Respondents are encouraged to propose replacement of existing, underutilized multiunit Pay Telephone fixtures as part of their capital investment.

Respondents should include as part of their response to this RFS, their anticipated capital investment.

4.15 Airport Security

The selected Concessionaire shall conduct all activities at the Airport in compliance with the airport security plans, rules and procedures administered by the Department of Airports and the Concession Agreement. The selected Concessionaire shall obtain the proper access authorizations for its employees, agents, suppliers, invitees or guests and shall be responsible for such persons' compliance with all airport rules and regulations, including those regarding security. The selected Concessionaire shall pay for any forfeitures or fines levied upon it, the County or the Airport through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state, or local regulation, due to the acts or omissions of the selected Concessionaire, their employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the County as a result of such violation.

(A) Airport ID Badges

The selected Concessionaire shall obtain Airport identification badges for all personnel working in restricted areas, which will require each worker to complete the Airport ID Card Application Form, available from the Airport Security Office. The applicant must submit his/her fingerprints for a criminal history check, the cost of such will be the responsibility of the applicant.

4.16 Utilities

The selected Concessionaire may be responsible for all utilities it uses, including deposits, installation and service charges. Meters for the utilities shall be installed by the selected Concessionaire upon request by County. In the event meters are impractical, the Department of Airports shall cause a monetary estimate of annual utility consumption to be prepared, which shall be payable monthly and adjusted from time to time by the Department of Airports based on increases in utility charges.

SECTION 5 ATTACHMENTS

- ATTACHMENT 1 - PAY TELEPHONE CONCESSION AGREEMENT
- ATTACHMENT 2 - EXISTING PAY TELEPHONE LOCATIONS
- ATTACHMENT 3 - REVENUE HISTORY INFORMATION
- ATTACHMENT 4 - HISTORICAL ENPLANEMENTS 2007-2002

ATTACHMENT 1

[NOTE: The County may modify the form of this Agreement based on proposals of additional services]

**PAY TELEPHONE CONCESSION AGREEMENT
BETWEEN PALM BEACH COUNTY AND**

(Contract No. 100076/DP)

This Pay Telephone Concession Agreement (this "Agreement") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and _____, a _____ organized under the laws of the State of _____, having its office and principal place of business at _____ (the "Concessionaire").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns Palm Beach International Airport, North County General Aviation Airport, Palm Beach County Glades Airport and Palm Beach County Park Airport (hereinafter collectively referred to as the "Airport"), which are located in Palm Beach County, Florida; and

WHEREAS, Concessionaire submitted a response to County's Request for Submittal No. 100076/DP, which opened on _____; and

WHEREAS, Concessionaire was selected as the most responsive, responsible proposal to provide Pay Telephone Services at the Airports; and

WHEREAS, Concessionaire has indicated a willingness and demonstrated the ability to properly finance, operate, and manage a pay telephone concession in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1
RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE 2
DEFINITIONS

"ADA" means Americans with Disabilities Act.

“Additional Services” has the meaning provided in Section 4.03.

“Agreement” means this Pay Telephone Concession Agreement and all exhibits hereto. Words such as “herein”, “hereafter”, “hereof”, “hereto”, hereby” and “hereunder” when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

“Airports” has the meaning set forth in the Recitals to this Agreement.

“Airport Director” means the Director of the Palm Beach County Department of Airports.

“Assignment” has the meaning provided in Article 16 to this Agreement.

“Bond Resolution” means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.

“Commencement Date” has the meaning provided in Section 3.02.

“Contract Year” means the twelve (12) month period, beginning on March 1, 2008 and ending on February 28, 2009, and each twelve (12) month period thereafter, until the termination or expiration of this Agreement.

“County” has the meaning provided in the preamble to this Agreement.

“Day” means a calendar day of twenty four (24) hours measured from midnight to the next midnight.

“Department” means the Palm Beach County Department of Airports.

“Disadvantaged Business Enterprise” or “DBE” has the same meaning as set forth in Title 49, Part 23 of the Code of Regulations, as now or hereafter amended or any successor regulation.

“Effective Date” has the meaning provided in Section 3.01 of this Agreement.

“FAA” means the Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

“Gross Revenues” means all revenues of every kind or nature derived from, arising out of or payable on account of the business conducted by Concessionaire under this Agreement, including, but not limited to, the total Local, Intra Lata, Inter Lata, Intrastate, and international long distance revenues received from all sources, and all types of calls such as: coin, direct dial, collect, debit card, credit card, operator assist, billed to third party and all carrier access codes from all public Pay Telephones installed and owned by Concessionaire at the locations under this Agreement, performed by the Concessionaire, its subcontractor, subsidiaries, associated companies, or otherwise,

with no deductions of setoffs. Further, any revenues received as Dial Around Compensation, as determined by the FCC under the Federal Telecommunication Act, shall also be included under this definition. Notwithstanding the foregoing, "Gross Revenues" shall not include: (1) sales taxes; (2) any other taxes imposed by law which are separately stated to and paid by the customer and directly payable by the Concessionaire to a taxing authority; or (3) any refunds made by Concessionaire to its customers, if approved by the Department in writing and made for reasons other than unacceptable or unsatisfactory service.

"Pay Telephone" means the public pay telephone equipment installed and operated pursuant to this Concession Agreement.

"Pay Telephone Location Map" means the Pay Telephone locations as shown in Exhibit "A", as may be amended from time to time.

"Pay Telephone Locations" means those locations designated for public Pay Telephones on the Pay Telephone Location Map.

"Percentage Fee" means ___ percent of Gross Revenues.

"Public Areas" has the meaning provided in Section 4.02(A).

"RFS" has the meaning set forth the Recitals to this Agreement.

"Response" means the document, including attachments and exhibits, submitted by Concessionaire in response to the RFS.

"Term" has the meaning provided in Section 3.02.

"Terminal" means the passenger terminal building located at the Palm Beach International Airport and terminal building at the North County General Aviation Airport.

"TSA" means the Transportation Security Administration.

ARTICLE 3 **EFFECTIVE DATE AND TERM**

3.01 Effective Date. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

3.02 Term. The term of this Agreement shall be for a period of five (5) years, commencing on March 1, 2008 (the "Commencement Date") and terminating on February 29, 2012 (the "Term"), unless sooner terminated as provided for herein.

ARTICLE 4
PRIVILEGES AND PREMISES

4.01 Description of Specific Privileges, Uses and Rights. Subject to the terms and conditions of this Agreement, Concessionaire shall have the nonexclusive right and obligation to provide Pay Telephone services to the public at the Airports. The areas where Pay Telephones shall be installed are identified in the attached Exhibit "A" ("Pay Telephone Location Map"). The parties acknowledge and agree that it may be necessary to relocate, install or remove Pay Telephones from the locations identified on the Pay Telephone Location Map from time to time. The parties shall enter into an amendment to this Agreement to amend the Pay Telephone Location Map upon any such relocation, installation or removal, which amendment may be executed by the Airport Director on behalf of County.

In addition, Concessionaire shall have the right to request an amendment to the Agreement based upon the occurrence of any of the following:

- A. A change in the applicable law including but not limited to: a state or federal statute, an order or ruling of the Federal Communications Commission, a State Public Utilities Commission, or a ruling by a court of competent jurisdiction that materially and adversely affect Concessionaire's rights under this Agreement, its profitability, or the ability of the Concessionaire to perform its obligation hereunder.
- B. A change in conditions that results in the cost of providing service with respect to any single payphone, or group of payphones, being greater than the revenue received by that payphone or group of payphones.

4.02 Description of General Privileges, Uses and Rights. In addition to the specific privileges granted pursuant to Section 4.01, County hereby grants to Concessionaire:

- A. the nonexclusive use of the public areas within the Terminal for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder. For purposes of this Agreement, "Public Areas" means the public corridors, restrooms and other areas within the Terminal that the general public has the right to access. Public Areas shall at all times be subject to the exclusive control and management of County. County shall have the full right and authority to make all rules and regulations as County may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Public Areas; and
- B. the nonexclusive right of ingress to and egress from the Terminal over and across public roadways and walkways serving the Airports for Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents and authorized sublessees, if any, in connection with its operations hereunder.

Nothing herein contained shall be construed to grant to Concessionaire, its employees, contractors, patrons, invitees, suppliers of service, agents or authorized sublessees, if any, the right to use or occupy any space or area at the Airports improved or unimproved that is leased or assigned to a third party, or, except as expressly set forth in Section 4.02(A) and (B) above, County has not designated for Concessionaire's use pursuant to this Agreement. The general privileges, uses and rights granted in this Section 4.02 shall be subject to the terms, conditions and covenants set forth herein.

- 4.03 Additional Services. Concessionaire shall not provide any services not specifically authorized herein ("Additional Services") or provide services at locations not specifically designated for such services by County, without the prior written consent of County, which may be granted or withheld in County's sole and absolute discretion for any reason or no reason at all. Such consent shall be in the form of an amendment to this Agreement, which shall (1) designate the premises from which the Additional Services shall be provided, if any; (2) whether Concessionaire shall be required to make an additional capital expenditure; and (3) any additional fees that will be payable to County for the right and privilege to provide such Additional Services. The Airport Director may consent to Additional Services consistent with and properly incident to the operation of a Pay Telephone Concession by amendment to this Agreement on behalf of County provided that Concessionaire will be required to pay Percentage Fees for the right to provide the Additional Services in an amount equal to or greater than _____ percent (_____%) the monthly gross revenues received by Concessionaire from the Additional Services. County may require Concessionaire to cease providing the Additional Services at any time during the Term of this Agreement. Concessionaire shall cease such Additional Services upon thirty (30) days prior written notice from County.
- 4.04 Condition of Pay Telephone Locations. County makes no representations or warranties whatsoever as to the condition of the Pay Telephone Locations or the Airports, including, but not limited to, any equipment or fixtures currently installed at the Pay Telephone Locations, whether such equipment or fixtures are in compliance with applicable laws or the fitness of any such equipment or fixtures fitness for a particular purpose. The Pay Telephone Locations, and any improvements thereto, are being provided for Concessionaire's use in their "AS IS CONDITION" and "WITH ALL FAULTS." Concessionaire shall not be entitled to any adjustment to the Percentage Fees or other charges payable hereunder on account of the condition of any improvements or any failure of any improvements to be in working order or because of any necessity of Concessionaire to repair to or take corrective actions with respect to any improvements.
- 4.05 Non-exclusivity. The rights and privileges granted hereunder are nonexclusive. Concessionaire acknowledges that County has agreements with wireless telecommunications companies for wireless communication services at the Airport.

ARTICLE 5
CONCESSION FEES

- 5.01 Concession Fees. Concessionaire shall pay County on or before the twentieth (20th) day of each and every month, without demand, deduction or setoff, throughout the Term of this Agreement a Percentage Fee of _____% of Gross Revenues for the preceding month.
- 5.02 Unpaid Fees. In the event Concessionaire fails to make payment of any fees or charges when due and payable in accordance with the terms of this Agreement, interest at the rate established from time to time by the Board of County Commissioners (currently set at one and one-half percent [1 ½%] per month) shall accrue against the delinquent payment(s) from the date due until the date payment is received by the Department. Notwithstanding the foregoing, County shall not be prevented from terminating this Agreement for default in payment due to County pursuant to this Agreement or from exercising any other remedies contained herein or implied by law.
- 5.03 Form of Payment. All payments due under this Agreement shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Concessionaire or receipt by the County of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to establish an accord and satisfaction, and the County may accept such check or payment without prejudice to the County's right to recover the balance of said amount due or pursue any other remedy available under this Agreement.
- 5.04 Sales and Use Tax. Concessionaire shall pay monthly to County any sales, use or other tax, or any imposition in lieu thereof (excluding State and/or Federal Income Tax) now or hereinafter imposed upon the fees, use or occupancy of the Airports imposed by the United States of America, the State of Florida, or Palm Beach County, notwithstanding the fact that the statute, rule, ordinance or enactment imposing the same may endeavor to impose the tax on County.
- 5.05 Place of Payments. All payments required to be made by the Concessionaire under this Agreement shall be made payable to "Palm Beach County," and shall be paid to the Finance Division, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470, or to such other office or address as may be substituted therefor.
- 5.06 Monthly Report. Within twenty (20) days after close of each month throughout the Term of this Agreement, Concessionaire shall submit to the Department, in a form and detail satisfactory to the Department, a Monthly Report that: (1) details the total Gross Revenues for the preceding calendar month; (2) details the Gross Revenues by Pay Telephone unit; (3) details the number of calls per Pay Telephone unit and total number of minutes; (4) details Gross Revenues for

Additional Services (if any); and (5) separately identifies any exclusions from Gross Revenues. The Department may require the Monthly Report to be submitted electronically.

- 5.07 Quarterly Call Report. Throughout the Term of this Agreement, Concessionaire shall submit to the Department, in a form and detail satisfactory to the Department, a Quarterly Call Report that details the local, intralata, interlata, and international call data based on area code and call prefix. The Quarterly Call Report shall be submitted to the Department within twenty (20) days of the close of each quarter. The first Quarterly Call Report shall be submitted to the Department on or before May 20, 2008.
- 5.08 Monthly Customer Report. Concessionaire shall document customer complaints and customer refunds handled by the Concessionaire's customer service center. A report, in a form and detail satisfactory to the Department, containing this information shall be provided to the Department by the twentieth (20th) day following the month for which such report is prepared.
- 5.09 Monthly Service Report. Within twenty (20) days after the close of each month throughout the Term of this Agreement, Concessionaire shall submit to the Department, in a form and detail satisfactory to the Department, a Monthly Service Report that details the maintenance or service conducted on the Pay Telephones. This report shall include, but shall not be limited to: (1) the date and time that all repairs were initiated; (2) the duration of all repairs; (3) time operational; (4) type and number of item(s) repaired; (5) description of the malfunction; (6) the corrective action taken for each repair; and (7) a listing of all parts replaced.
- 5.10 Accounting Records. Concessionaire shall keep, throughout the Term of this Agreement, all books of accounts and records customarily used in this type of operation, and as from time to time may be required by the Department, in accordance with Generally Accepted Accounting Principals prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three (3) years from the end of each Contract Year, including three (3) years following the expiration or termination of this Agreement. County shall have the right to audit and examine during normal business hours all such books of accounts and records relating to Concessionaire's operations hereunder. If the books of accounts and records are kept at locations other than the Airports, Concessionaire shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for County in order for County to conduct the audits and inspections as set forth in this Article. Failure to maintain books of accounts and records as required under this Section 5.10 shall be deemed to be a material breach of this Agreement. The obligations arising under this Section 5.10 shall survive the expiration or earlier termination of this Agreement

5.11 Audit Requirements. Within ninety (90) days of the end of each Agreement Year, Concessionaire shall provide to the Department an audit report on all Gross Revenues from operations at the Airport and from the operations of any of Concessionaire's subsidiaries, contractors, management companies, or related or affiliated companies involved in providing services covered by this Agreement. The audit report shall cover the preceding Contract Year. In the event the amounts payable to County hereunder for the preceding Contract Year are Ten Thousand Dollars (\$10,000) or less, the audit report shall be prepared by the chief financial officer of Concessionaire. In the event the amounts payable to County hereunder for the preceding Contract Year are more than Ten Thousand Dollars (\$10,000), the audit report shall be prepared by an independent Certified Public Accountant, not a regular employee of Concessionaire, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The audit report shall be in a form acceptable to the Department. The audit report shall include the following:

- A. Schedule of Gross Revenues by Pay Telephone unit and month.
- B. Schedule of Gross Revenues for Additional Services (if any) by category and month.
- C. Schedule of payments to County.
- D. The total amount of Percentage Fees that have been paid to County in accordance with this Agreement.
- E. The audit report shall include an opinion on the schedule of Gross Revenues by Pay Telephone unit and by month, schedule of Gross Revenues for Additional Services by category and month, the schedule of payments to County, and the calculation of Percentage Fees during the period.

Failure to Deliver an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, shall be deemed to be a material breach of this Agreement. If the audit report indicates that the amount of Concession Fees (together with any sales taxes thereon) due and owing for any Contract Year is greater than the amount paid by Concessionaire to County during such Contract Year, Concessionaire shall pay the difference to County with the audit report. If amount of Percentage Fees actually paid by Concessionaire to County during any Contract Year exceeds the Percentage Fees due and owing for such Contract Year, the Department shall credit the overpayment in the following order: (1) against any past due amounts owed to County by Concessionaire, including interest and late fees; (2) against currently outstanding, but not yet due, Percentage Fees owed to County by Concessionaire; (3) against future Percentage Fees which will become due during the succeeding Contract Year; and (4) against any other sums payable by

Concessionaire to County. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Contract Year, the Department shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Concessionaire any overpayment amount in excess of the credit.

5.12 Audit by County. Notwithstanding any provision in this Agreement to the contrary, County or its representative(s) may at any time perform audits of all or selected operations performed by Concessionaire under the terms of this Agreement. In order to facilitate the audit performed by County, Concessionaire shall make suitable arrangements with the Certified Public Accountant, who is responsible for preparing the audit report on behalf of Concessionaire pursuant to Section 5.11 above, to make available to County's representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. County or its representative(s) shall make available to Concessionaire a copy of the audit report prepared by or on behalf of County. Concessionaire shall have thirty (30) days from receipt of the audit report from County or its representative(s) to provide a written response to the Department regarding the audit report. Concessionaire agrees that failure of Concessionaire to submit a written response to the audit report in accordance with the requirements of this Section 5.12 shall constitute acceptance of the audit report as issued.

5.13 Security for Payment. Prior to the Effective Date, Concessionaire shall post a security deposit with County in an amount of Twenty Five Thousand Dollars (\$25,000) ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Concessionaire hereunder. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Concessionaire to pay any sums, rentals or charges to County when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Concessionaire shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months after the termination of this Agreement. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Section 5.13 shall: (1) entitle County to draw down the full amount of such Security Deposit, and (2) constitute a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to Concessionaire until all obligations under this Agreement are performed and satisfied. Prior to consent from County to any assignment of this Agreement by

Concessionaire, Concessionaire's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section 5.13. The obligations arising under this Section 5.13 shall survive the expiration or earlier termination of this Agreement

ARTICLE 6
EQUIPMENT & SERVICE REQUIREMENTS

6.01 General.

- A. Concessionaire shall engineer, provide, install, maintain, and adjust all pay telephone equipment, fixtures and service as required by this Agreement. The services shall include: (1) local calling services, including 0+ local; (2) intralata services, including 0+ and 1+; and, (3) interlata services, including 0+ and 1+.
- B. Concessionaire shall have the ability to carry out all requirements of this Agreement, and provide continuous full-time service and repairs without interruption.

6.02 Minimum Equipment and Service Specifications:

- A. Pay Telephone equipment shall be state of the art and meet all ADA rules and requirements.
- B. Pay Telephone equipment shall be attractive, comfortable, and complementary to the existing décor of the Airport. Equipment must also be capable of withstanding moderate levels of vandalism and abuse, moderate levels of wind, high and low temperatures, humidity, water, dust and sunlight.
- C. Pay Telephone equipment must have the following features: (1) be capable of accepting cash and credit cards with magnetic strip card acceptance; (2) have die cast bodies; (3) have volume adjustable; and (4) have multi-lingual instructions.
- D. Concessionaire shall provide to the County written certification that all Pay Telephones have been fully tested and are operational prior to implementation. The results of all tests are to be documented including test failures and the actions required to remedy the failure.
- E. Concessionaire shall provide local operator assistance, domestic and international directory services, credit card calls, charge reversal, complaint reporting service, refunds, call billing information, and emergency telephone service (911).

- F. Pay Telephone Services shall include automated credit card call placement with a carrier identification announcement during operator-assisted dialing. Pay Telephones shall accept a minimum of three major credit cards, including MasterCard and Visa.
- G. Concessionaire shall provide real-time billing for all completed Intralata and Interlata calls.
- H. Only state-of-the-art, high-quality voice grade lines shall be used.
- I. Alternate routing facilities and back-up procedures shall be sufficient to ensure that in the event of network failure all services are restored within twenty-four (24) hours.
- J. Pay Telephones shall have multi-lingual capability, at a minimum: English, Spanish, French, Creole, Japanese, and German.
- K. Concessionaire shall assure that users can easily access competing long distance providers.
- L. Concessionaire shall have alternative routing facilities in place between the local exchange company's central office and the selected Concessionaire's service centers.
- M. Alternate operator service centers shall be available for facility failure.
- N. If requested by County, Concessionaire must be able to provide spare system and operator position capacity to handle additional demand.
- O. All Pay Telephones must be capable of: (1) placing 411, 911, and all regulated toll-free numbers; (2) connecting to all intra/inter-exchange carriers using calling cards; and, (3) completing collect, and operator assisted calls for local, Intralata, Interlata and international calls using the key pad.
- P. All Pay Telephones must be capable of providing international 0+ long distance service on a global basis.
- Q. Local telephone directories and covers are to be provided at all Pay Telephone locations. Directory covers must be uniform in color and design and must be approved in advance by the Department. The placement and removal of directories will be completed by Concessionaire.
- R. All Pay Telephones shall be equipped with amplified handsets.
- S. Equal access to all long distance carriers shall be provided at all Pay Telephones.

T. All equipment shall be UL and FCC approved.

6.03 Rates and Charges.

- A. Rates and charges for all services offered at the Airports shall be fair and reasonable. "Reasonable Prices" for services or items sold by Concessionaire shall be defined as prices comparable to the prices charged for similar services within Palm Beach County.
- B. Directory Assistance and 411 Charges. Charges for directory and 411 calls shall not exceed \$.50 per call. Any increase to directory and 411 calls will need the written approval of the Department. No charge for 911 calls or any regulated toll free numbers.
- C. Local Charges. The maximum charge that may be imposed for a local call shall not exceed \$.50 per call, with no time limit imposed for the call. Any increase in the local call charge will require written approval of the Department. In no event shall any increase (1) impose any charge in excess of any maximum charge set by any regulatory body having jurisdiction; nor (2) exceed charges for local charges provided at other airports within Florida and within the County.
- D. Excess Charges/ Surcharges. No charge may be imposed in excess of any maximum charge set by any regulatory agency having jurisdiction. Concessionaire may not add any premise surcharge to the end user's cost for use of services. Through-out the term of this Agreement, surcharges, local call rates, and measured time rates shall not exceed the current Local Exchange Company rates to any location. Operator service charges shall not exceed the current Local Exchange Company rates for any service provided.

6.04 Customer Service Requirements.

- A. Manager. Concessionaire shall assure that the Concession is at all times under the supervision and direction of an active, qualified, competent manager who is at all times under the direction and control of Concessionaire. Concessionaire's manager shall be responsible for coordinating orders for installations, removals, repairs, addressing issues related to Concession fee payments and reporting and any and all other operational aspects of the Concession. Concessionaire shall provide to the Department, and keep current, the contact information for its manager, including name, address, telephone number, and email address.
- B. Services. Equipment repair and customer service shall be available twenty-four (24) hours a day, three hundred sixty five (365) days a year at no cost to County.

- C. Customer Service Center. Concessionaire's customer service center shall handle complaints, credit adjustments, refunds and provide caller assistance in an expedient and professional manner. The customer service center's telephone number(s) shall be: (1) Toll-free, which does not require funds to be deposited, regardless if refunded; and (2) prominently posted on all Pay Telephone equipment.

- D. Complaints. Concessionaire shall notify the Department of any complaints received. At the request of the Department, Concessionaire shall meet with Department staff to review any complaints or concerns and to promptly correct any deficiencies.

ARTICLE 7
INSTALLATION AND RELOCATION OF EQUIPMENT

- 7.01 Installation of Pay Telephones. Concessionaire shall install Pay Telephones and any services approved by County at locations previously approved by County. At the end of the term of the current Concession Agreement, the current provider, Embarq Payphone Services, Inc., will remove its Pay Telephone units from the Airports. Concessionaire shall communicate with, work with, and cooperate with the prior provider in the transition from the prior provider's operation of the Pay Telephone concession at the Airports to the operation of such concession by Concessionaire. County may require Concessionaire to replace existing Pay Telephone fixtures that are damaged or underutilized upon thirty (30) days prior written notice to Concessionaire. County shall not be liable to Concessionaire for Embarq Payphone Services, Inc. failure to remove its Pay Telephone units from the Airports.
- 7.02 Installation of Improvements or Equipment. All improvements to be installed or any improvements or alterations to existing equipment or other improvements at the Airports by Concessionaire, shall be subject to the prior written approval of the Department. Prior to the construction of improvements or installation of equipment, Concessionaire shall submit associated plans and specifications and construction schedules to the Department for review and approval. Any and all construction or installation shall be: (1) at the sole risk of Concessionaire; (2) in accordance with all applicable Federal, State and local codes, laws, the construction standards established by the Department, and the approved plans and specifications; and (3) shall be subject to inspection by the County. At the discretion of the Department, any improvements that are constructed or equipment that has been installed by the Concessionaire that are in violation of this Article 7 shall be removed or reconstructed in accordance with the requirements of this Article 7 at Concessionaire's sole cost and expense.
- 7.03 Title to Improvements. Except as otherwise provided for herein, all fixtures and improvements that are constructed or placed at the Airport, excluding furnishings, equipment and trade fixtures, shall become the absolute property of County upon termination or expiration of this Agreement and County shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances. Notwithstanding the foregoing, all fixtures and improvements that are constructed or placed at the Airport, shall become the absolute property of County upon installation and County shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances. Upon the request of County, Concessionaire shall provide County with a bill of sale or other evidence of the transfer of ownership of improvements pursuant to this Section 7.03 together with evidence satisfactory to County that the improvements are free from liens, mortgages and other encumbrances.
- 7.04 No Liens. Concessionaire covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being

expressly understood that County's estate shall not be subject to such liability. Concessionaire shall notify any and all Persons performing work for Concessionaire at the Airports or providing materials relating to any improvements made by Concessionaire to the Airports of this provision of this Agreement. If so requested by County, Concessionaire shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's interest shall not be subject to liens for improvements made by Concessionaire. In the event that a construction lien is filed against the Airports or other County property in connection with any work performed by or on behalf of Concessionaire, Concessionaire shall satisfy such claim, or transfer same to security, within thirty (30) days from the date of filing. In the event that Concessionaire fails to satisfy or transfer such claim within the thirty (30) day period, County may do so and thereafter charge Concessionaire, and Concessionaire shall promptly pay to County upon demand all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Concessionaire agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien. The obligations set forth in this Section 7.04 shall survive the expiration or earlier termination of this Agreement.

- 7.05 Construction Bonds. Concessionaire shall cause all improvements to be constructed to completion in accordance with the Department-approved plans and specifications and that all persons performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Concessionaire, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Airport, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Concessionaire of its obligations arising under this paragraph. County shall be named as a dual obligee on the bond(s).
- 7.06 Contractor Requirements. Concessionaire shall require contractors to furnish for the benefit of County a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by County. Concessionaire shall require its contractors to name County as a dual obligee on the bond(s). Concessionaire shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County's Risk Management Department may reasonably require. County's Risk Management Department may require additional insurance for any alterations or improvements approved hereunder, in such amounts as County's Risk Management Department reasonably determines to be necessary.
- 7.07 Relocation of Equipment. Concessionaire acknowledges that Airports are a dynamic environment; therefore, it may be necessary to relocate Pay Telephone

units due to certain demands. Relocation of any units, at the discretion of the County, shall be completed by Concessionaire within thirty (30) days of receipt of written notice to relocate. Concessionaire will be required to coordinate all construction, installation and relocation with the Department. Concessionaire shall be required to observe Airport Rules and Regulations and attend pre-construction meetings as required by County.

ARTICLE 8
MAINTENANCE AND REPAIR OF EQUIPMENT

8.01 Maintenance Plan. Concessionaire shall provide a Maintenance Plan to County prior to commencement of services. The Maintenance Plan should include: (1) preventative maintenance activities and schedules; and (2) a schedule of periodic tests and inspections. The Maintenance Plan shall be subject to prior written approval of County, and shall be incorporated herein by reference.

8.02 Equipment Repair.

A. Concessionaire shall provide repair services for Pay Telephones and equipment on a twenty-four (24) hour basis at no charge to County. All maintenance and repair services shall be completed within the same day (twenty-four (24) hours) as the need for such service was reported to Concessionaire. If a service representative of Concessionaire is not at the Airports when the need for repair service is reported, the response time for such repairs shall be within four (4) hours. Replacement of equipment shall be at the expense of Concessionaire.

B. The repair or replacement of any defective or damaged equipment, fixtures, or appurtenances shall be completed by Concessionaire as soon as reasonably possible and, if applicable, in accordance with the directions of the Department.

8.03 Maintenance. All Pay Telephone equipment is to be maintained by Concessionaire in a clean and hygienic manner.

ARTICLE 9
SIGNS, DISPLAYS AND ADVERTISING

9.01 Displays. The following information and telephone numbers shall be all Toll-free and shall be prominently displayed on all Pay Telephones:

- A. 9-1-1 emergency;
- B. repair service;
- C. customer service; and
- D. Concessionaire's business name and address.

This information shall be displayed on each Pay Telephone for the selected Inter-exchange Carrier.

- 9.02 Signs. All signage identifying the location of Pay Telephones, must be recognizable for that purpose, and shall be approved by the Department prior to installation. Concessionaire shall be responsible to provide and maintain all signs, including those the Department has instructed Concessionaire to obtain.
- 9.03 Advertising. Concessionaire shall not install or place any advertising materials on the Pay Telephones or at the Airports without the Department's prior written approval. This advertising prohibition shall include, but shall not be limited to, stickers, advertising, instructional messages, or other information that may be affixed or otherwise placed on any Pay Telephone equipment.

ARTICLE 10 **UTILITIES**

Concessionaire shall be responsible for all utilities it uses, including deposits, installation and service charges. Meters for the utilities shall be installed by Concessionaire upon request by County. In the event meters are impractical, the Department shall cause a monetary estimate of annual utility consumption to be prepared, which shall be payable monthly and adjusted from time to time by the Department based on increases in utility charges.

ARTICLE 11 **AIRPORT SECURITY PROGRAM**

Concessionaire shall observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Concessionaire, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1542 of the Code of Federal Regulations. Concessionaire agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to insure that sublessees, employees, invitees and guests observe these requirements. Concessionaire shall conduct background checks of its employees to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by the Department or County. The Department shall have the right to require the removal or replacement of any employee of Concessionaire at the Airports that the Department has reasonably determined may present a risk to public safety or the security of the Airports. If as a result of the acts or omissions of Concessionaire, its sublessees, employees, invitees or guests, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Concessionaire agrees to pay to County

all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Concessionaire further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Concessionaire fails to remedy any such deficiency, County may do so at the cost and expense of Concessionaire. Concessionaire acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

Concessionaire shall comply with the provisions of Ordinance 2003-030, as now or hereafter amended, the Criminal History Records Check Ordinance (“Ordinance”), if Concessionaire’s employees or subcontractors are required under the Agreement to enter a “critical facility” as identified in County Resolution R-2003-1274, as now or hereafter amended. The Concessionaire acknowledges and agrees that all employees and subcontractors who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, Concessionaire shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

ARTICLE 12 **INSURANCE**

Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article 12 nor County’s review or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under this Agreement.

- 12.01 Commercial General Liability. Concessionaire shall maintain Commercial General Liability insurance with limits of liability of not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. Coverage shall be provided on a primary basis.
- 12.02 Business Auto Liability. Concessionaire shall maintain Business Automobile Liability insurance with limits of liability of not less than \$1,000,000 for owned, non-owned and hired automobiles. In the event Concessionaire has no owned automobiles, Concessionaire shall only be required to maintain Hired & Non-Owned Auto Liability insurance. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability insurance or separate Business Auto Liability insurance. Coverage shall be provided on a primary basis.
- 12.03 Workers’ Compensation & Employers Liability. Concessionaire shall maintain Workers’ Compensation & Employers Liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis. In the event

Concessionaire subcontracts any portion of the work or services required or permitted by this Agreement to another party, Concessionaire shall be responsible for ensuring the subcontractor maintains Worker's Compensation & Employers Liability insurance, or Concessionaire shall provide coverage under its own Worker's Compensation & Employers Liability policy on behalf of the subcontractor.

- 12.04 Additional Insured Endorsement. Concessionaire shall endorse County as an Additional Insured on each liability insurance policy required to be maintained by Concessionaire, except for Worker's Compensation and Business Auto Liability insurance policies. Concessionaire shall endorse County with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability policy. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. The Additional Insured endorsements shall provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415.
- 12.05 Certificate of Insurance. Concessionaire shall provide County with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the Term of this Agreement, Concessionaire shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.
- 12.06 Waiver of Subrogation. Concessionaire agrees by way of entering this Agreement in writing to a Waiver of Subrogation for each required policy providing coverage during the Term of this Agreement. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Concessionaire shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Concessionaire enter into such an agreement on a pre-loss basis.
- 12.07 Deductibles, Coinsurance, & Self-Insured Retention. Concessionaire shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy.
- 12.08 Right to Review or Reject Insurance. County's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article 12 from time to time throughout the Term of this Agreement. County may also reject

any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Concessionaire a written notice of rejection, and Concessionaire shall comply within thirty (30) days of receipt of the notice.

- 12.09 No Representation of Coverage Adequacy. Concessionaire acknowledges the limits, coverages and endorsements required by this Article 12 are intended to minimize liability for County. Concessionaire agrees that it will not rely upon the requirements of this Article 12 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Concessionaire against any loss exposures, whether as a result of this Agreement or otherwise.

ARTICLE 13 **RELATIONSHIP OF THE PARTIES**

Concessionaire, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.

ARTICLE 14 **INDEMNIFICATION**

Concessionaire shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Agreement, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Concessionaire's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Concessionaire or any breach of the terms of this Agreement: provided, however, Concessionaire shall not be responsible to County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of County its respective agents, servants, employees and officers. Concessionaire further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Concessionaire's activities or operations or use of the Airports whether or not Concessionaire was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Concessionaire. Concessionaire recognizes the broad nature of this indemnification and

hold-harmless provision, and acknowledges that County would not enter into this Agreement without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 14 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 15
TERMINATION OF AGREEMENT, DEFAULT, AND REMEDIES

15.01 Termination. This Agreement shall automatically terminate and expire at the end of the Term.

15.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Concessionaire:

- A. The failure by Concessionaire to make payment of Percentage Fees or any other payment required to be made by Concessionaire hereunder, as and when due, where such failure continues for a period of three (3) days after written notice thereof from County to Concessionaire.
- B. The failure by Concessionaire to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Concessionaire, other than those described in paragraph A above, where such failure shall continue for a period of thirty (30) days after written notice from County to Concessionaire; provided, however, that if the nature of Concessionaire's default is such that more than thirty (30) days are reasonably required for its cure, then Concessionaire shall not be deemed to be in default if Concessionaire commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- C. To the extent permitted by law, (1) the making by Concessionaire or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (2) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Concessionaire, the same is dismissed within sixty (60) days]; (3) the appointment of a trustee or receiver to take possession of substantially all of Concessionaire's assets located at the Airports or of Concessionaire's interest in this Agreement, where possession is not restored to Concessionaire within thirty (30) days; or (4) the attachment, execution or other judicial seizure of substantially all of Concessionaire's assets located at the Airports or of Concessionaire's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

D. The discovery by County that any information given to County by Concessionaire relating to the RFS or this Agreement was materially false.

15.03 Remedies In the event of any such material default or breach by Concessionaire, County may, with or without notice or demand, pursue any available right or remedy at law or equity including the right, at its option, to immediately terminate this Agreement, by giving written notice to that effect. Such termination shall be without prejudice to County to any remedy for arrearages or payments due hereunder or breach of covenant or damages for the balance of the Percentage Fees and other sums due hereunder, payable through the full Term of this Agreement, or any other damages or remedies whatsoever. Upon termination of this Agreement, County shall have the right to engage another Concessionaire to provide the services required hereunder for such period or periods at such fees and upon other terms and conditions as County may, in good faith, deem advisable.

15.04 Termination by Concessionaire. Concessionaire may terminate this Agreement, if Concessionaire is not in default of this Agreement (including, but not limited to, its payments to County hereunder), by giving County sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. Issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airports for Airport purposes and the remaining in force of such injunction for a period of at least ninety consecutive (90) days.

B. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of sixty (60) consecutive days after receipt from Concessionaire of written notice to remedy same provided, however, that if the nature of County's obligations is such that more than sixty (60) days are required for performance then County shall not be in default if County commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Notwithstanding the foregoing, a notice of cancellation shall not be of any force or effect if County has remedied the default prior to receipt of Concessionaire's notice of cancellation.

C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airports and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of Concessionaire, for a period of at least ninety (90) consecutive days.

ARTICLE 16
ASSIGNMENT AND TRANSFER

Concessionaire shall not, in any manner, assign, transfer or otherwise convey an interest in this Agreement or any portion thereof (“Assignment”), without the prior written consent of the County, which consent may be granted or withheld by the County in its sole discretion. Any such attempted Assignment without County approval shall be null and void. In the event the County consents in writing to an Assignment, Concessionaire shall have the right to the extent permitted by the County’s consent to such Assignment. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Concessionaire shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Concessionaire shall remain primarily liable to County for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. County may freely assign this Agreement at any time without the consent of Concessionaire, and upon assumption by such assignee of County’s obligations hereunder, County shall be released from all liability and obligation arising hereunder after such Assignment.

ARTICLE 17
LAWS, REGULATIONS, PERMITS AND TAXES

17.01 General.

- A. Concessionaire agrees that throughout the Term of this Agreement, Concessionaire shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA Advisory Circulars and Airport Rules and Regulations.
- B. Concessionaire agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the Department may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

17.02 Permits and Licenses Generally. Concessionaire shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Agreement by any Federal, State or local governmental entity or any court of law having jurisdiction over Concessionaire or Concessionaire’s operations and activities, for any activity of Concessionaire’s conducted on the Airports and for any and all operations conducted by Concessionaire including ensuring that all legal requirements, permits, and

licenses necessary for or resulting, directly or indirectly, from Concessionaire's operations and activities on the Airports have been obtained and are in full legal compliance. Upon the written request of the Department, Concessionaire shall provide to Department certified copies of any and all permits and licenses which Department may request.

17.03 Air and Safety Regulation. Concessionaire shall conduct its operations and activities under this Agreement in a safe manner, shall comply with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Concessionaire resulting from, or in any way related to, the conduct of Concessionaire's business on the Airports. Concessionaire hereby agrees that neither Concessionaire, nor employee or contractor or any person working for or on behalf of Concessionaire, shall require any personnel engaged in the performance of Concessionaire's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

17.04 Payment of Taxes. Concessionaire shall pay any and all taxes and other costs lawfully assessed against its operations under this Agreement. Concessionaire shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Concessionaire's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, the Concessionaire shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 18 **DISCLAIMER OF LIABILITY**

COUNTY HEREBY DISCLAIMS, AND CONCESSIONAIRE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY CONCESSIONAIRE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF CONCESSIONAIRE OR CONCESSIONAIRE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE AIRPORTS, UNLESS SUCH LOSS, DAMAGE, OR

INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS. CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND CONCESSIONAIRE COVENANTS AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS AGREEMENT. FURTHERMORE, CONCESSIONAIRE ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT, WAS AT ITS SOLE RISK.

ARTICLE 19
NOTICES

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County Department of Airports
Attn: Deputy Director, Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

With copy to:

Palm Beach County Attorneys' Office
Attn: Airport Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

Palm Beach County Purchasing Department
Attn: Director of Purchasing
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

Concessionaire:

Either party may change the address to which notices under this Agreement shall be given, upon three (3) days prior written notice to the other party.

ARTICLE 20
GOVERNMENTAL RESTRICTIONS

- 20.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airports or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Agreement by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section 20.01 shall not act or be construed as a waiver of any rights Concessionaire may have against the United States as a result of such taking.
- 20.02 Federal Review. Concessionaire acknowledges this Agreement may be subject to review or inspection by the FAA to determine satisfactory compliance with Federal law or grant assurances and agrees that this Agreement shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Agreement which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.
- 20.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any of the public officials of County of Palm Beach, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the business or property of Concessionaire.
- 20.04 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airports together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

- 20.05 Operation of Airports. Concessionaire expressly agrees for itself, its subleases, successors and assigns, to prevent any use of the Airport which would interfere with or adversely affect the operation, maintenance or development of the Airports, or otherwise constitute an Airport hazard.
- 20.06 Release. Concessionaire acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

ARTICLE 21 **NON-DISCRIMINATION**

- 21.01 Non-discrimination. Concessionaire for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, creed, color, national origin, sex, age, sexual orientation or handicap shall be excluded from participation in or denied the use of its facilities or Pay Telephones, (b) that in the construction of any improvements on, over, or under the Airports and the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, age, sexual orientation or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Concessionaire shall use the locations assigned to Concessionaire in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations have been or may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement as if this Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulation, Part 21, are followed and completed including exercise or expiration of appeal rights.
- 21.02 Disadvantaged Business Enterprises/Affirmative Action. Concessionaire acknowledges that the provisions of Title 49, Part 23, Subpart F of the Code of Federal Regulations, Disadvantaged Business Enterprises (DBE), and Title 14, Part 152 of the Code of Federal Regulations, Affirmative Action Employment Programs, are applicable to the activities of Concessionaire under the terms of this Agreement, unless exempted by said regulations, and shall comply with said regulations, as now or hereafter amended or any successor regulations, and all requirements of the Department, the FAA and the U.S. Department of Transportation, in reference thereto. These requirements include, but are not limited to, the compliance with DBE 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 including, if directed by Department, the contracting of specified percentages of goods and services contracts to Disadvantaged

Business Enterprises in accordance with the goals established in Section 21.03. Failure to comply with these requirements shall be grounds for default and termination of this Agreement. Concessionaire shall not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award of performance of any concession agreement covered by Title 49, Part 23, Subpart F of the Code of Federal Regulations, as now or hereafter amended or any successor regulation. Concessionaire shall include the preceding statement in any subsequent concession agreements that it enters and cause those businesses to similarly include the statement in further agreements. Any termination pursuant to this Section 21.02 shall not be effective until the procedures specified in said federal regulations or established by County are completed, including exercise or expiration of any appeal rights.

21.03 Disadvantaged Business Enterprise Participation Goals. Notwithstanding the foregoing, Concessionaire hereby agrees that for each twelve (12) month period throughout the Term of this Agreement, the total amount expended for the purchase of products, goods and services used in the operation of the Concession and supplied by Department certified DBE's shall be at least equal to ten percent (10%) of Concessionaire's gross receipts for the same period. For the purpose of verifying Concessionaire's good faith efforts, Concessionaire shall keep and maintain such books of account and records as necessary for compliance with Title 49, Part 23, Subpart F of the Code of Federal Regulations, as now or hereafter amended or any successor regulation, County's and Concessionaire's commitment to such DBE participation. Concessionaire shall provide annual reports to the Department as to the percentage of purchases made from Department certified DBE's during the previous year. In the event that Concessionaire's annual report reveals that Concessionaire did not meet the established ten percent (10%) DBE participation goal for the previous twelve (12) month period, Concessionaire shall also furnish a detailed report as to reason(s) that the participation goal was not met together with documentation of Concessionaire's good faith efforts and a corrective action plan for meeting the DBE goal. Within thirty (30) days following the Department's receipt of Concessionaire's reports, the Department shall prepare and submit to Concessionaire a statement with approving or disapproving Concessionaire's corrective action plan.

ARTICLE 22 **MISCELLANEOUS**

22.01 County Not Liable. County shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury sustained by Concessionaire resulting from (1) cessation for any reason of air carrier operations at the Airports Terminal or (2) diversion of passenger traffic to any other facility. County shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury whatsoever sustained by Concessionaire including, but not limited to, those resulting from failure of any water supply, heat, air conditioning or electrical current or from an act of God,

state of war, terrorism, civilian commotion or riot or any cause beyond the control of County. All personal property placed on or moved on to the Airports shall be at the sole risk of Concessionaire. County shall not be liable for any damage or loss of any personal property placed or moved on to the Airports.

- 22.03 Waivers. The failure of County to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance, and County's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.
- 22.04 Subordination to Bond Resolution. This Agreement and all rights granted to Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Concessionaire agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Concessionaire and County with the terms and provisions of this Agreement and Bond Resolution.
- 22.05 Subordination to Federal and State Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County, the United States of America, the State of Florida or any of their agencies, relative to the operation or maintenance of the Airports, 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.
- 22.06 County's Governmental Authority. Nothing in this Agreement shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Concessionaire or its operations. The County's obligations under this Agreement are made in a proprietary capacity rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the County's governmental functions, including, without limitation, the County's right to lawfully exercise its regulatory authority over the development of the Concessionaire's operations, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the County's governmental authority.
- 22.07 Rights Reserved to County. All rights not specifically granted Concessionaire by this Agreement are reserved to County.

- 22.08 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision clause, or any portion thereof of this Agreement shall have no affect upon the validity of any other part or portion hereof.
- 22.09 Venue. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
- 22.10 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.
- 22.12 Remedies Cumulative. The rights and remedies of the parties with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.
- 22.13 Paragraph Headings. The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- 22.14 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, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.
- 22.15 Performance. The parties expressly agree that time is of the essence in this Agreement and the failure by Concessionaire to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other rights or remedies, relieve County of any obligation to accept such performance.
- 22.16 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date. This notice is required by Section 287-133(3)(a), Florida Statutes.
- 22.17 Conflict. In the event of any conflict and for purposes of resolving any disputes which may arise regarding this Agreement, the RFS or Concessionaire's Response, the order-of-precedence shall be (i) this Agreement; (ii) the RFS; and (iii) Concessionaire's Response.
- 22.18 Consent or Action. In the event this Agreement is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of the County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Agreement requires the County or Department's

consent or approval or permits the County or Department to act, such consent, approval or action may be given or performed by the Airport Director. If Concessionaire requests the County or Department's consent or approval pursuant to any provision of the Agreement and the County or Department fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

- 22.19 Excusable Delay. Any party in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Agreement.
- 22.20 Incorporation by References. All terms, conditions, specifications of the RFS, Concessionaire's Response and all exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.
- 22.21 Entirety of Agreement. The parties 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, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- 22.22 No recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.
- 22.23 Construction. Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.
- 22.24 Inspections. The authorized employees and representatives of the County and any applicable federal, state, and local governmental entity having jurisdiction hereof shall have the right to inspect the Pay Telephones at all reasonable times for the purposes of compliance with the provision of this Agreement and/or applicable laws.
- 22.25 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

{Remainder of page intentionally left blank}

Execution of this Agreement by the Director of Purchasing is not legally binding or in effect until approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida and Concessionaire have duly executed this Agreement as of the day and year first written above.

**PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING**

By: _____
Kathleen Scarlett, Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Director, Department of Airports

**Signed, sealed and delivered in the
presence of two witnesses for
Concessionaire:**

Signature

Print Name

Signature

Print Name

CONCESSIONAIRE

By: _____
Signature

Print Name

Title

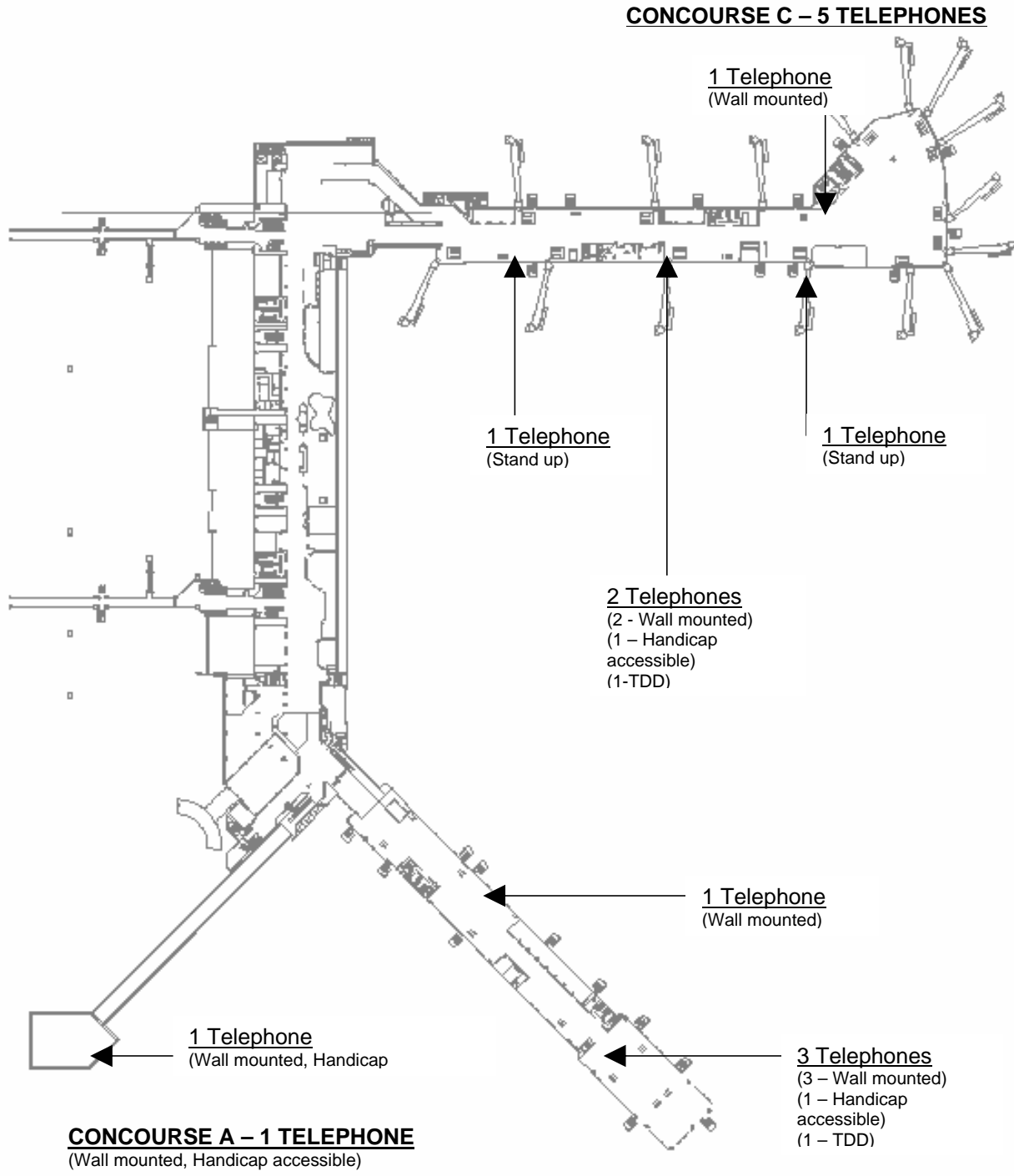
(Seal)

EXHIBIT "A"
PAY TELEPHONE LOCATIONS

Contract No. 100076/DP
(To be completed upon Award of Contract)

**ATTACHMENT 2
EXISTING PAY TELEPHONE LOCATIONS**

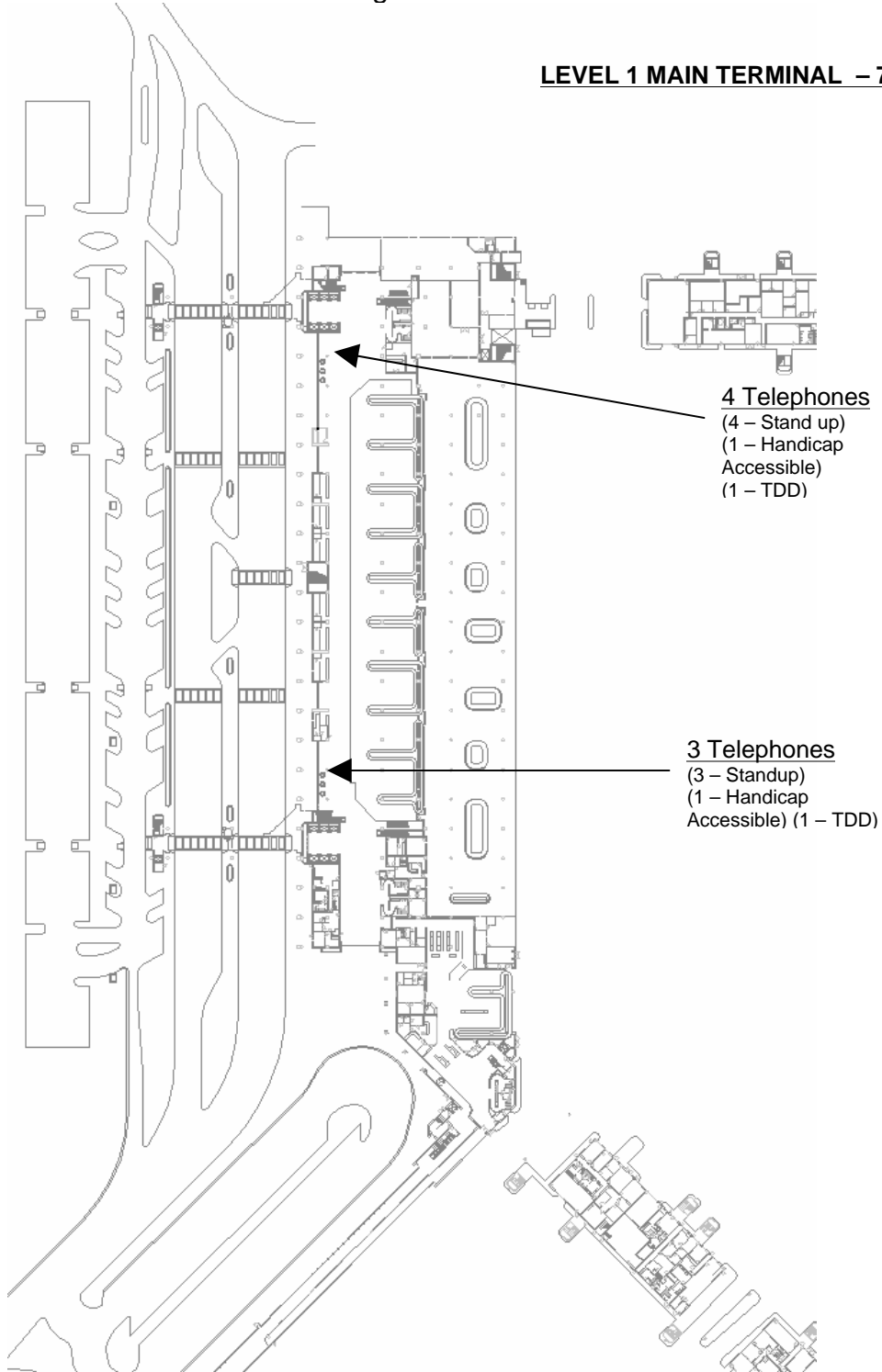
Concourse Areas
Palm Beach International Airport
Page 1 of 4



**ATTACHMENT 2
EXISTING PAY TELEPHONE LOCATIONS**

Level 1 – Main Terminal
Palm Beach International Airport
Page 2 of 4

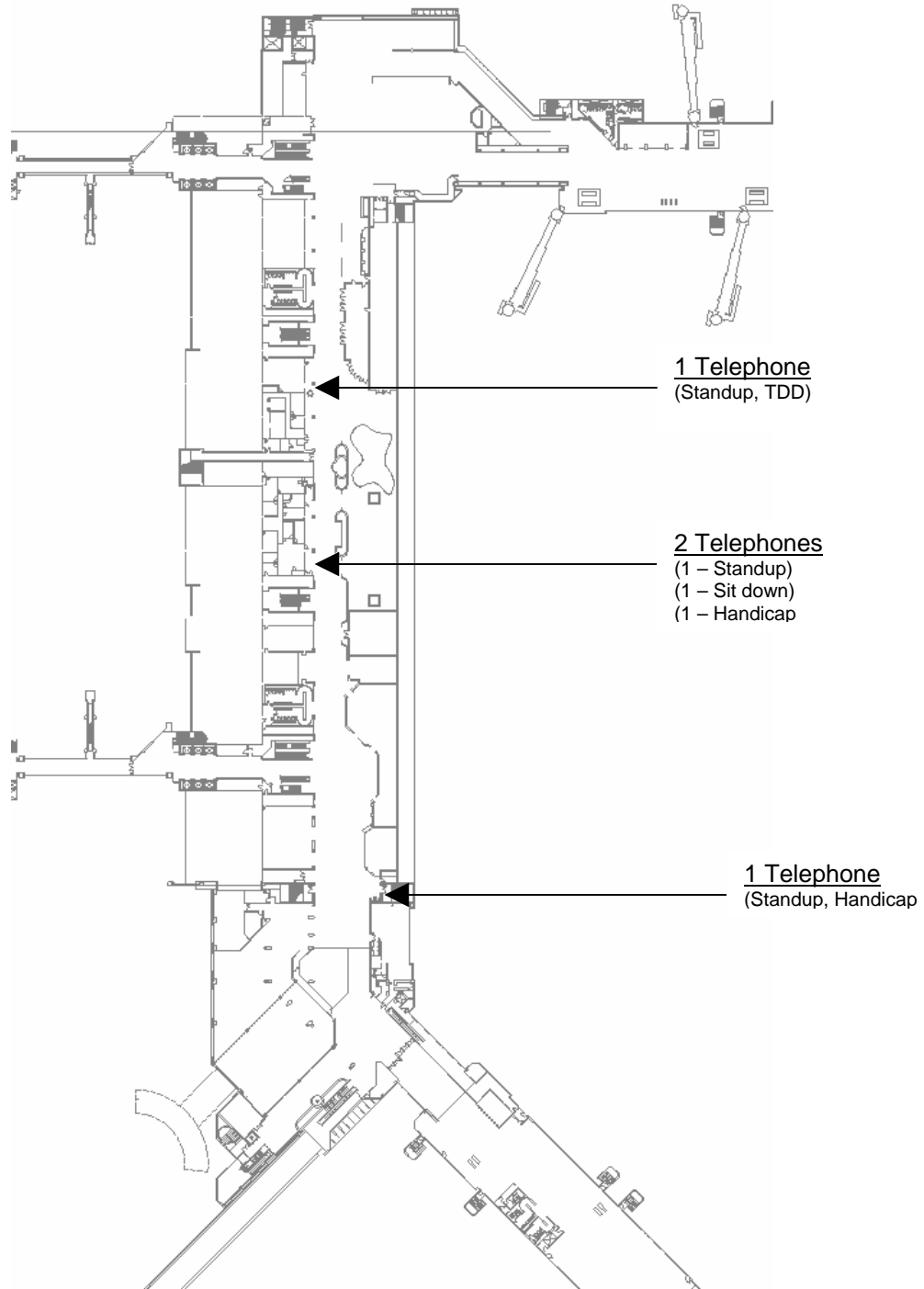
LEVEL 1 MAIN TERMINAL – 7 TELEPHONES



**ATTACHMENT 2
EXISTING PAY TELEPHONE LOCATIONS**

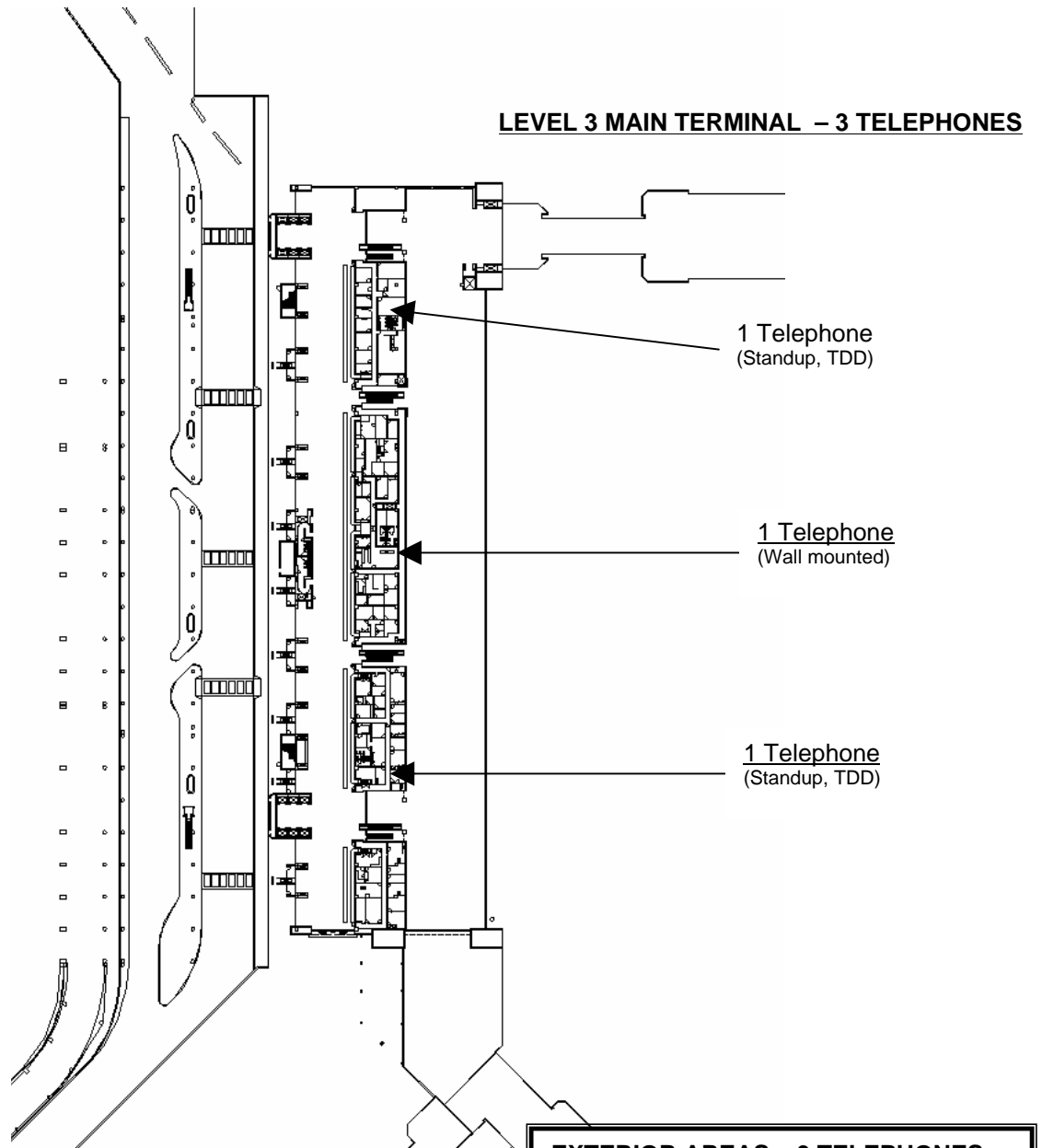
Level 2 – Main Terminal
Palm Beach International Airport
Page 3 of 4

LEVEL 2 MAIN TERMINAL – 4 TELEPHONES



**ATTACHMENT 2
EXISTING PAY TELEPHONE LOCATIONS**

Level 3 – Main Terminal
Palm Beach International Airport
Page 4 of 4



- EXTERIOR AREAS – 3 TELEPHONES**
- 1 – General Aviation Customs (Stand up)
 - 1 – PBI A Employee Parking (Stand up)
 - 1 – North County General Aviation Airport Terminal (Wall mounted)

ATTACHMENT 3
REVENUE HISTORY INFORMATION

Contract Year	Gross Revenues
March 1, 2002 – February 28, 2003	\$139,218.90
March 1, 2003 – February 29, 2004	\$90,073.58
March 1, 2004 – February 28, 2005	\$46,934.14
March 1, 2005 – February 28, 2006	\$66,386.85
March 1, 2006 – February 28, 2007	\$56,487.69
March 1, 2007 – February 29, 2008 *	\$27,378.34
Total Revenue	\$426,479.50

* Revenue information through September 30, 2007

ATTACHMENT 4
Historical Enplanements 2007-2005

Page 1 of 2

The following information has been compiled from monthly passenger reports submitted to the Department of Airports by the air carriers operating at PBI and is unaudited.

	2007			2006			2005		
	(Oct-Sept)			(Oct-Sept)			(Oct-Sept)		
	Domestic	Int'l	% Change	Domestic	Int'l	% Change	Domestic	Int'l	% Change
Concourse A/B									
Air Midwest				0		-100%	998		-86%
Bahamas Air		10,779		10,881			16,617		64%
Chalks International Airlines		559							
Continental	471,256		3%	457,332		20%	382,143		7%
Gulfstream	7,415	37,674	16%	6,310	32,423	19%	3,680	28,867	-5%
JetBlue ¹	602,282		6%	566,859		39%	407,174		
Northwest	60,622		-12%	69,025		-27%	94,638		7%
Southwest	422,829		6%	399,908		7%	373,845		16%
US Airways	570,812		6%	537,763		2%	528,863		11%
Enplanements by Type	2,135,216	49,012		2,037,197	43,304		1,791,341	45,484	
Total Concourse A/B	2,184,228		5%	2,080,501		13%	1,836,825		42%
Concourse C									
Air Canada		22,511	42%		15,777	-5%		16,530	-6%
AirTran	201,822		52%	132,500		14%	116,673		-2%
American	165,868		-15%	196,318		-3%	203,115		-10%
Atlantic Southeast	440			0		-100%	3,341		-70%
CanJet		0	-100%		2,108	-27%		2,897	3%
Chautauqua Airlines Inc.				3,632		-88%	31,263		-17%
Comair	37,854		3%	36,818		180%	13,151		-37%
Delta	757,253		-8%	825,573		-29%	1,155,169		9%
Gold Transportation	1,236								
Independence				16,693		-70%	55,138		
JetBlue ¹	0			0			0		-100%
Pinnacle				0		-100%	636		
Planet				0		0%	0		-100%
Southeast							0		-100%
Spirit	37,942		13%	33,535		-13%	38,441		
United	84,627		38%	61,173		27%	48,182		-21%
Westjet		8,613							
Enplanements by Type	1,287,042	31,124		1,306,242	17,885		1,665,109	19,427	
Total Concourse C	1,318,166		-1%	1,324,127		-21%	1,684,536		-12%
Total Enp. by Type	3,422,258	80,136		3,343,439	61,189		3,456,450	64,911	
Airport Total	3,502,394		3%	3,404,628		-3%	3,521,361		9%
% Concourse A/B	62%			61%			52%		
% Concourse C	38%			39%			48%		

¹ JetBlue moved in FY 2005 from Concourse C to Concourse A/B. Airport management plans to move JetBlue into the new gate areas at the end of Concourse C when the expansion is complete. When JetBlue is moved back to Concourse C, Airport management anticipates moving a carrier from Concourse C to Concourse A/B to generally maintain balance.

ATTACHMENT 4
Historical Enplanements 2004-2002

Page 2 of 2

The following information has been compiled from monthly passenger reports submitted to the Department of Airports by the air carriers operating at PBI and is unaudited.

	2004			2003			2002		
	(Oct-Sept)			(Oct-Sept)			(Oct-Sept)		
	Domestic	Int'l	% Change	Domestic	Int'l	% Change	Domestic	Int'l	% Change
Concourse A/B									
Air Midwest	3,416	3,835	289%	583	1,279	-66%	5,535		-39%
Air Transat							0		-100%
Bahamas Air		10,123	72%		5,882	260%	1,635		-74%
Britannia Air					6,825				
Continental	358,354		1%	347,977		2%	347,084		-12%
Gulfstream	1,263	32,887	5%		32,553	-11%	661	35,987	-30%
Henson				764	1,103	-89%	7,601	9,212	-40%
Laker Airways (Bahamas)					196			0	-100%
Mesa				2,619	4,144				
Northwest	88,679		-5%	93,677		-11%	105,546		5%
Southwest	321,301		15%	280,320		-1%	283,379		46%
US Airways	475,655		4%	457,033		-5%	480,177		-36%
Enplanements by Type	1,248,668	46,845		1,188,973	51,962		1,229,983	46,834	
Total Concourse A/B	1,295,513		4%	1,240,935		-3%	1,276,817		-17%
Concourse C									
Air Canada		17,586	1%	12,388	5,061	-7%	14,538	4,276	62%
AirTran	119,598		79%	66,990					
American	226,524		51%	150,126		25%	120,390		-10%
Atlantic Southeast	11,321								
CanJet		2,810							
Chautauqua Airlines Inc.	37,443		133%	16,054			0		-100%
Comair	20,960		-54%	45,617		130%	19,819		11%
Delta	1,061,907		2%	1,046,012		8%	971,196		-7%
JetBlue ¹	321,260		23%	261,524		40%	187,135		91%
Midway							0		-100%
Planet	1,038								
Spirit	36,879		20%	30,614		-43%	53,574		-35%
Southeast	2,661						0		-100%
Trans World Airlines, Inc.									
United	61,272		-2%	62,360		34%	46,469		-19%
Enplanements by Type	1,900,863	20,396		1,691,685	5,061		1,413,121	4,276	
Total Concourse C	1,921,259		13%	1,696,746		20%	1,471,397		-7%
Total Enp. by Type	3,149,531	67,241		2,880,658	57,023		2,694,214	51,110	
Airport Total	3,216,772		10%	2,937,681		9%	2,694,214		-12%
% Concourse A/B	40%			42%			47%		
% Concourse C	60%			58%			53%		

¹ JetBlue moved in FY 2005 from Concourse C to Concourse A/B. Airport management plans to move JetBlue into the new gate areas at the end of Concourse C when the expansion is complete. When JetBlue is moved back to Concourse C, Airport management anticipates moving a carrier from Concourse C to Concourse A/B to generally maintain balance.

SECTION 6 APPENDICES

- APPENDIX A - Revenue Submittal Page(s)
- APPENDIX B - Equipment Pricing Form
- APPENDIX C - Business Information Pages
- APPENDIX D - DBE Submission Documents
 - 1) Schedule 1
 - 2) Schedule 2
- APPENDIX E - Drug Free Workplace Certification

**APPENDIX A
REVENUE SUBMITTAL PAGE
RFS NO. 100076/DP**

Page 1 of 2

Proposed Rental

During the term of the Concession Agreement, for the right and privilege of operating and managing the pay telephone concessions at Palm Beach International Airport, the undersigned Company hereby proposes to pay the County as follows:

1. The percentage of Gross Revenues (as defined in the Concession Agreement) proposed for the Palm Beach International Airport Terminal Building is _____%.
2. The percentage of Gross Revenues (as defined in the Concession Agreement) proposed for the exterior areas of the Palm Beach International Airport, North County General Aviation Airport, Palm Beach County Glades Airport and Palm Beach County Park Airport is _____%.

Proposed Capital Investment

1. The proposed capital investment for this RFS is \$_____.

Additional Services Proposed as Part of This RFS

<u>Additional Service</u>	<u>Percentage of Gross Revenues</u>
	%
	%
	%

Minimum Percentage of Gross Revenues for Additional Services proposed during the term of the Concession Agreement is _____%.

The Concessionaire certifies by signature below the following:

- a. He/she has legally made this offer in accordance with all requirements of this RFS 100076/DP and shall, if successful Concessionaire, execute a contract with Palm Beach County.
- b. This Submittal is submitted without prior understanding, agreement or connection with any corporation, firm, or person submitting a Submittal for the same materials, services, and supplies as is, in all respects, fair and without collusion or fraud.

**APPENDIX A
REVENUE SUBMITTAL PAGE
RFS NO. 100076/DP**

Page 2 of 2

c. This Submittal is current, accurate, complete, and is presented to the County for the performance of this contract in accordance with all the requirements as stated in this RFS.

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the respondent at any time during the solicitation process and in any form deemed necessary by the County.

IMPORTANT:

FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____

SIGNATURE: _____

Please affix corporate seal or have proposal notarized.

Notary-Full Name

(Notary Expiration & Seal)

Date: _____

OR:

(Corporation seal)

**APPENDIX B
EQUIPMENT PRICING FORM
RFS NO. 100076/DP**

Page 1 of 2

EQUIPMENT:

Respondents shall provide the following:

1. Photos and drawings of proposed telephone equipment and fixtures
2. Detailed specifications of all equipment and fixtures
3. Detailed information regarding proposed capital investment

CALL PRICING

Local calls of unlimited duration shall not exceed \$.50 per call. No charge may be imposed in excess of any maximum charge set by any regulatory agency having jurisdiction.

Respondent shall provide pricing for the following calls. Respondent should assume that the calls are placed from Palm Beach International Airport at 11:00AM on any business day (Monday – Friday) for a duration of five (5) minutes each.

Call Type:	Call To:	Carrier Cost:	Customer Cost:
Collect	New York, NY		
Third Party	Los Angeles, CA		
Operator Assisted	Toronto, Ontario (Canada)		
Credit Card	Frankfurt, Germany		

**APPENDIX B
EQUIPMENT PRICING FORM
RFS NO. 100076/DP**

Page 2 of 2

IMPORTANT:

FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

SIGNATURE: _____

Please affix corporate seal or have proposal notarized.

Notary-Full Name

(Notary Expiration & Seal)

Date: _____

OR:

(Corporation seal)

**APPENDIX C
BUSINESS INFORMATION
RFS NO. 100076/DP**

Full Legal Name of Entity: _____
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Form of Entity (check one and complete the appropriate entity statement attached hereto)

- Corporation (Complete forms page(s) 77)
- Partnership, General (Complete forms page(s) 78)
- Partnership, Limited (Complete forms page(s) 78)
- Joint Venture (Complete forms page(s) 79)
- Sole Proprietorship

Federal I.D. Number: _____

(1) If Proponent is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent's business entity statement.

Is Entity registered to do business in the State of Florida? Yes No

If **yes** to the above, as of what date? _____

If not presently registered to do business in the State of Florida, Respondent acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated? _____
2. Where incorporated? _____
3. The Corporation is held:
 Publicly Privately
4. Has the Corporation previously offered Public Pay Telephone Concession (as stated in the RFS) in the state of Florida?
 yes no
If yes, indicate Date: _____ Location: _____
5. Furnish the name, title and address of each director, officer, principal managers, and how long they have been employed.
6. Attach a copy of the Corporate Certificate from the Secretary of State.
7. Attach Credit references.

**PARTNERSHIP STATEMENT
(General or Limited)**

If a General or Limited Partnership, answer the following:

1. Date of organization? _____
2. Place of organization? _____
3. Indicate: General Partnership or Limited Partnership
4. Is the Partnership agreement recorded? yes no
If yes, indicate

Date	Book	Page	Location
5. Has Partnership or any partner previously offered Public Pay Telephone Concession (as stated in the RFS) in the state of Florida?
 yes no
If yes, indicate Date: _____ Location: _____
6. Furnish the name, title and address of each director, officer, principal manager(s), general or limited partner, and how long each has been employed.
7. Attach one copy of the Partnership Agreement.
8. Attach Credit references.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization? _____
2. Place of organization? _____
3. Is the Joint Venture agreement recorded? yes no

If yes, indicate _____
Date Book Page Location

4. Has Joint Venture previously offered Public Pay Telephone Concession (as stated in the RFS) in the state of Florida?

yes no

If yes, indicate Date: _____ Location: _____

5. Furnish the name, title and address of each director, officer, principal manager(s), general or limited partner of Joint Venture and how long they have been employed..
6. Attach one copy of the Joint Venture Agreement.
7. Attach Credit references.

**APPENDIX D
DBE SUBMISSION DOCUMENTS
FORM DBE SCHEDULE 1**

SCHEDULE FOR PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE CONTRACTORS

PROJECT NAME: _____ RFS NUMBER: _____

NAME OF PRIME: _____

CONTACT PERSON: _____ TELEPHONE NUMBER: _____

RFS DATE: _____

THIS FORM MUST ACCOMPANY RFS PROPOSAL AND MUST BE COMPLETED AS APPLICABLE.

Name, Address and Telephone Number of DBE Contractor	Type and Description of Work To Be Performed	Contract \$ Amount			
		Black	Hispanic	Other	Women
1.		\$ _____	\$ _____	\$ _____	\$ _____
2.		\$ _____	\$ _____	\$ _____	\$ _____
3.		\$ _____	\$ _____	\$ _____	\$ _____
4.		\$ _____	\$ _____	\$ _____	\$ _____
5.		\$ _____	\$ _____	\$ _____	\$ _____
Total		\$ _____	\$ _____	\$ _____	\$ _____

PRIME RESPONDENT TO COMPLETE:
**ESTIMATED ANNUAL GROSS
RECEIPTS OF RESPONDENT:** _____

TOTAL % PARTICIPATION DBE: _____

**APPENDIX D
DBE SUBMISSION DOCUMENTS**

**FORM DBE SCHEDULE 2
LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR**

TO: _____
(NAME OF PRIME)

(ADDRESS)

CONTACT PERSON & TITLE: _____

FROM: _____
(NAME OF SUBCONTRACTOR)

(ADDRESS)

CONTACT PERSON & TITLE: _____

The undersigned intend to perform work in connection with the above project as (check one):

_____ an individual _____ a corporation _____ a partnership _____ a joint venture

The undersigned is certified by Palm Beach County Department of Airport as a DBE OR the State of Florida UNIFIED CERTIFICATION PROGRAM.

Attach proof of DBE certification.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

which is a _____% of the total estimated dollar value of work to be performed on the named project.

The undersigned will enter into a formal agreement for the described work with the above-named prime contract upon an executed contract with Palm Beach County.

PBC DEPARTMENT OF AIRPORTS PROJECT: _____

(NAME OF DBE SUBCONTRACTOR FIRM)

(TELEPHONE #)

BY: _____
(SIGNATURE OF REPRESENTATIVE) (DATE)

(PRINTED OR TYPED NAME & TITLE OF REPRESENTATIVE)

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFS NO. 100076/DP

IDENTICAL TIE SUBMITTALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their submittals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie submittals are received from vendors who have not submitted with their submittals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie submittals.

This Drug-Free Workplace Certification form must be executed and returned with the attached submittal, and received on or before time of submittal opening to be considered. The failure to execute and/or return this certification shall not cause any submittal to be deemed non-responsive.

Whenever two (2) or more submittals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature Date