



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

REQUEST FOR PROPOSALS

FOR

**PARKING FACILITIES AND  
SHUTTLE SERVICE MANAGEMENT**

AT

TAMPA INTERNATIONAL AIRPORT

SOLICITATION NUMBER: 11-534-046

ISSUE DATE: NOVEMBER 16, 2011

## TABLE OF CONTENTS

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1.0	BACKGROUND
2.0	MINIMUM QUALIFICATIONS
3.0	PROPOSAL RESPONSE EVALUATION
4.0	SOLICITATION SCHEDULE
5.0	SCOPE OF SERVICES
6.0	FEES AND PAYMENT
7.0	AGREEMENT
8.0	GENERAL TERMS AND CONDITIONS
9.0	RESPONSE REQUIREMENTS
10.0	PROPOSAL RESPONSE
Appendix A	Parking Facilities and Shuttle Service Information and Operating Processes, dated October 1, 2011
Appendix B	Current Annual Operating Expenses, dated October 1, 2011
Appendix C	Proposal Response
Appendix D	Parking Facilities and Shuttle Service Management Agreement

## 1.0 Background

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

The individual selected to serve as the successful Respondent’s on-site manager (“Resident Manager”) will be required to perform the services listed in this Solicitation, Section 5.0, Scope of Services.

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

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

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

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

1.01 Parking Facilities and Shuttle Services

The operation and management of certain parking facilities and shuttle services at the Airport are governed by the Authority Parking Facilities and Shuttle Service Information and Operating Processes (“Processes”), which is attached hereto as Appendix A, Parking Facilities and Shuttle Service Information and Operating Processes, dated October 1, 2011, and made a part hereof.

The short term garage, long term garage, two economy garages, economy lot, modified high vehicle disabled parking lot, cell phone waiting lot, overflow parking, and employee parking lot #1 are hereafter collectively referred to as “Parking Facilities”. The shuttle transportation service that transports passengers to and from the economy garages, economy lot, overflow parking lots and the Airport’s main terminal building is hereinafter referred to as “Shuttle Service”.

1.02 Current Operation Information

A. Operator and Term

Ampco System Parking, Inc. (“Ampco”) currently operates and manages the Airport Parking Facilities and Shuttle Services. The term of the current agreement is July 1, 2007 through June 30, 2012.

B. Fees, Expenses and Revenue

(1) Management Fee

The management fee paid on a monthly basis to Ampco is listed below:

<u>Term Year</u>	<u>Management Fee</u>	
	<u>Annual</u>	<u>Monthly</u>
July 1, 2007 - June 30, 2008	\$336,000	\$28,000.00
July 1, 2008 - June 30, 2009	\$344,400	\$28,700.00
July 1, 2009 - June 30, 2010	\$353,010	\$29,417.50
July 1, 2010 - June 30, 2011	\$361,835	\$30,152.92
July 1, 2011 - June 30, 2012	\$370,881	\$30,906.75

During the term of Ampco’s agreement, the second economy garage opened to the public. To compensate Ampco for the management and operation of the second economy garage, Ampco is paid 5.04% of the monthly management fee on the months that the second economy garage is open for public use.

(2) Operating expenses

Ampco submits an annual budget that projects its operating expenses each year of the term and monthly budgets that more accurately defines current expenses. Ampco is paid monthly for all approved operating expenses as reported and approved in the monthly requisition. The actual annual operating expense by line item, by month is attached as Appendix B,

Current Operating Expenses, dated October 1, 2011 and made a part hereof. The information is based on a 12 month period beginning October 1, 2010.

- (3) Credit card revenue  
The following credit card revenue information is for the 12 month period beginning October 1, 2010.
  - a. Credit card revenue was \$43,846,929.

Credit Card	Percentage of the Revenue
American Express	32.85
Discover Card	2.10
Master Card	20.50
Visa	44.55

- b. Self-service credit card out
      - i. Number of transactions – 1,425,564.
      - ii. Revenue - \$32,935,938.

C. Equipment

The current operation utilizes the following vehicles:

- (1) Sixteen 14 passenger cut a-way vans
- (2) 3 mobile license plate inventory (“LPI”) Ford Ranger pickup trucks (“Inventory Trucks”), to be used for inventory only
- (3) 3 John Deere Gators
- (4) 2 electric golf carts
- (5) 1 gas powered golf cart
- (6) 1 electric personal vehicle
- (7) 1 Powerboss power sweeper
- (8) 2 Ford Ranger pickup trucks
- (9) 1 Ford Escape SUV

**2.0 Minimum Qualifications**

Minimum qualifications for the Respondent are stated in Tab 2, Minimum Qualification Documentation, of Appendix C, Proposal Response, which is attached hereto and made a part

hereof. The minimum qualifications have been established as a basis for determining the eligibility of each response. A Respondent’s response will be considered non-responsive and will not be evaluated unless sufficient documentation is provided to determine whether the Respondent meets these minimum qualifications.

### 3.0 Proposal Response Evaluation

#### 3.01 Objective

It is the Authority's intention to evaluate responses; to negotiate terms; and to award a Management Agreement for Parking Facilities and Shuttle Service (“Agreement”) to the Respondent, or Respondents, whose response is determined to serve the best interest of the Authority. The Authority reserves the right to request additional information and clarification of any information submitted, including any omission from the original response. All responses will be treated equally with regard to this item. All responses that meet the minimum qualifications as stated in Section 2.0 will be evaluated as outlined in Section 3.02.

#### 3.02 Evaluation Criteria

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

Criteria	Weight
<ul style="list-style-type: none"> <li>• Management Capability               <ul style="list-style-type: none"> <li>◦ Depth of Experience with Comparable Facilities The focus will be on the overall experience of the Respondent, the proposed Resident Manager, and the Resident Manager’s direct supervisor with parking facilities and shuttle transportation systems comparable to the Airport.</li> <li>◦ Depth of Experience with Revenue Control Systems The primary focus will be on the experience of the Respondent, the Resident Manager, and the Resident Manager's direct supervisor with revenue control systems and the Respondent’s plan to protect parking revenues. Higher scores will be given for experience operating Federal APD systems.</li> </ul> </li> </ul>	25%
<ul style="list-style-type: none"> <li>• Organization Structure The focus will be on the Respondent’s organizational and management structure, within which the Respondent arranges its lines of authority and communications, and allocates rights and duties, its objectives and strategy chosen to achieve the objectives.</li> </ul>	15%

- Operations and Staffing 25%
  - Operational Procedures
 

The focus will be on the Respondent's proposed transition plan; operation and management plan to include maintenance schedules and procedures, marketing plan and value added services; and a staffing plan that includes a schedule and job descriptions.
  - Personnel Policies and Procedures
 

The focus will be on the Respondent's personnel policies and procedures, including hiring criteria, employee training, supervision methods, evaluation of hourly employees, and employee turnover rate for the past two years.
  
- Proposed Operating Expenses 15%

The focus will be on the Respondent's proposed employee pay structure, employee benefit levels and associated costs that reflect the ability to retain good quality employees, and all other reimbursable operating expenses for each of the five year annual budgets. The budgets will be evaluated based upon the Respondent's ability to assemble the budgets logically, reasonably and demonstrate an understanding of the totality and necessary components of the operation with a logical, reasonable link between components.
  
- Proposed Fees
  - Management Fee 10%

The proposed fixed fee must be realistic and will be evaluated based on its logical relationship to the proposed operating expenses and maintenance fee. Higher points will not be given for the lowest fee.
  
  - Shuttle Bus Maintenance Fee 10%

The proposed fixed fee must be realistic and will be evaluated based on its logical relationship to the proposed operating expenses and management fee. Higher points will not be given for the lowest fee.

### 3.03 Technical Evaluation

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

The Authority may schedule interviews with the Respondents as part of its technical evaluation process. If scheduled, the interviews will be used to clarify the information provided in the Respondents response in order to complete the evaluation of the

categories listed in Subsection 3.02 above. The individuals identified in Appendix C, Proposal Response, Tab 3(A)(2), as the Resident Manager, and Tab 3(A)(3), as the Resident Manager’s direct supervisor, must participate and will be expected to lead the interview for the Respondent.

**3.04 Selection**

The selection and approval of the Respondent(s) will be made by the Authority in accordance with its competitive selection process. The technical evaluation committee will evaluate responses on the basis of the guidelines set forth in this Solicitation and will present its findings to the Authority’s Chief Executive Officer (“CEO”). The CEO will present the findings and a recommendation to the Authority’s Board of Directors (“Board”) at the April 5, 2012 Board meeting. The Board will then make a final selection and award. Results of the technical evaluation committee’s evaluation will be sent to the Respondents at least seven days prior to the date for selection and award by the Board.

**4.0 Solicitation Schedule**

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

Scheduled Item	Scheduled Date
Solicitation posted on Authority website ( <a href="http://www.TampaAirport.com">www.TampaAirport.com</a> )	Wednesday, November 16, 2011
Pre-solicitation Conference <input checked="" type="checkbox"/> Mandatory* <input type="checkbox"/> Not Mandatory	Thursday, November 30, 2011
Tour of Facilities, optional	Thursday, November 30, 2011
Question/clarification deadline	Wednesday, January 4, 2012
Final addendum posted to Authority website	Friday, January 6, 2012
Notice of minimum qualifications evaluation meeting posted on the website and bulletin boards at the Authority	Thursday, January 12, 2012
Response deadline	Tuesday, January 17, 2012, no later than 2:00 p.m., ET
Minimum qualifications evaluation meeting	Friday, January 20, 2012
Notice of technical evaluation meetings posted on the website and bulletin boards at the Authority	Tuesday, January 24, 2012
Technical evaluation meetings	February 1 and 3, 2012
Interviews (if necessary)	February 6, 2012
Final technical evaluation meeting	February 7, 2012
Selection and award by Authority’s Board	April 5, 2012

\*All Respondents submitting a response must attend a mandatory pre-solicitation conference. Responses received from a Respondent that did not attend the mandatory pre-solicitation conference will be determined non-responsive and the response will not be considered. Attendance may be in person or via teleconference call. Email Connie Mundzak at CMundzak@TampaAirport.com to register as a teleconference attendee. The teleconference registration deadline is Tuesday, November, 22, 2011, by 2:00 p.m., ET. It is the Respondent's responsibility to verify its registration and the conference call information.

## **5.0 Scope of Services**

The Respondent will manage and operate the Parking Facilities and Shuttle Service, as outlined in Appendix A, Processes.

## **6.0 Fees and Payment**

### **6.01 Fees**

The selected Respondent will be paid the fees detailed below.

#### **A. Annual Management Fee**

The selected Respondent will be paid, in equal monthly installments, a fixed annual management fee as compensation for managing the Parking Facilities and Shuttle Service.

#### **B. Shuttle Bus Maintenance Fee**

The selected Respondent will be paid, in equal monthly payments over 60 months, the total proposed maintenance fee as compensation for the maintenance of the Shuttle Buses. The Respondent will not be reimbursed for any other vehicle costs regardless of actual expenses.

#### **C. Vehicle Leasing Fee**

Company will pay a one-time leasing fee of one dollar and no/100 (\$1.00) to lease all Shuttle Buses and Authority provided vehicles as defined in Section 3(A)(2) of Appendix A, Processes. The leasing fee will be included in the July 2012 monthly budget as a credit.

### **6.02 Operating Budgets and Payment**

The selected Respondent will prepare and submit annual and monthly budgets as outlined in Section 1, Budgets, of the Processes. The budgets will be subject to approval in advance by the Authority.

Operating expenses are listed in the annual and monthly budget line items and will be paid to the selected Respondent in monthly installments in accordance with the Agreement and in Section 5, Monthly Billings, of the Processes. The normal timeframe in which the Authority provides reimbursement to the selected Respondent for authorized operating expenses is 30 days.

## **7.0 Agreement**

### **7.01 Agreement**

The selected Respondent will be required to execute the Parking Facilities and Shuttle Service Management Agreement (“Agreement”), a sample of which is attached hereto as Appendix D, Sample Agreement, and made a part hereof. The Agreement will incorporate the Processes; the selected Respondent's response; and any subsequent information requested from the selected Respondent by the Authority during the evaluation process.

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

### **7.02 Term of Agreement**

The term of the Agreement is anticipated to commence on May 1, 2012 and continue through June 30, 2017 with three, one-year renewal options at the discretion of the Authority Board. The selected Respondent will take possession of the Shuttle Buses on May 1, 2012 through June 30, 2017. The selected Respondent will begin the operation and management of the Parking Facilities and Shuttle Services on July 1, 2012 and continue through June 30, 2017. The Authority shall have the right to terminate the Agreement immediately, and without notice, for cause, and may terminate without cause at anytime upon 30 days written notice to the selected Respondent.

## **8.0 General Terms and Conditions**

### **8.01 Business and Supplier Registration**

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

### **8.02 Binding Offer**

A Respondent's response will remain valid for a period of 120 days following the response deadline and will be considered a binding offer to perform the required services. The submission of a response will be taken as prima facie evidence that the Respondent has familiarized itself with the contents of this Solicitation.

### **8.03 Insurance Requirements**

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

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

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

#### 8.04 Guarantees

- A. Each Respondent must submit with its response, a guaranty deposit in the form of a bank certified or cashier's check or a bid bond in the amount of \$20,000, payable in U.S. dollar value to the Authority, which the Authority will hold until the Agreement is executed with the selected Respondent. Failure to submit a guaranty deposit will result in rejection of the Respondent's response as nonresponsive. Failure on the part of the selected Respondent to execute the Agreement within seven calendar days of receipt of the Agreement will result in forfeiture of the selected Respondent's security as liquidated damages. Thereafter, the Authority may award the Agreement to another Respondent. Upon final execution of an Agreement, the security will be returned to Respondents not selected by the Authority.
- B. Prior to the commencement of the Agreement, the selected Respondent will provide the Authority a fidelity guaranty in the amount of \$500,000; performance guaranty in the amount of \$1,000,000; and payment guaranty in the amount of \$1,000,000. Said guarantees are further described in the Guarantees Article of the Agreement.

#### 8.05 Public Entity Crimes

In accordance with Florida State Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### 8.06 Compliance

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

#### 8.07 Cone of Silence

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

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

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

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

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

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

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

- Mail: Tampa International Airport, Procurement Department, Administrative Services Bldg., 2<sup>nd</sup> floor, PO Box 22287, Tampa, FL 33622;
- E-mail: CMundzak@TampaAirport.com;

- Phone: 813-801-6040; or
- Fax: 813-870-8787.

#### 8.08 Non-Exclusivity of Agreement

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

#### 8.09 Collusion

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

#### 8.10 Hold Harmless

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

#### 8.11 Governance

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

#### 8.12 Public Disclosure

All responses and other materials or documents submitted by a Respondent in response to this Solicitation will become the property of the Authority. The Authority is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Respondent to the Authority are subject to public disclosure. The Respondent specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request. A Respondent has the right to redact any information not applicable to the Authority's selection decision.

#### 8.13 Procurement Protest Policy

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

[http://tampaairport.com/airport\\_business/opportunities/bid.asp](http://tampaairport.com/airport_business/opportunities/bid.asp).

#### 8.14 Airport Concession Disadvantaged Business Enterprise (“ACDBE”)

##### A. Authority’s Policy

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

##### B. Non-Discrimination

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

##### C. ACDBE Participation and Compliance

- (1) ACDBE Goal: The selected Respondent agrees that it will subcontract with ACDBE firms, certified with the Florida Unified Certification Program, in an amount equal to at least **15 percent** of the value of goods and services purchased under the Agreement generated by the selected Respondent for

each year of the term, or clearly demonstrate in a manner acceptable to Authority its good faith efforts to do so. The selected Respondent will contract with those ACDBEs as provided in the selected Respondent's plan for achievement of the ACDBE goal, as stated in the ACDBE Assurance and Participation form and Letter of Intent for each ACDBE presented with the selected Respondent's proposal and approved by Authority, which is incorporated by reference into the Agreement.

- (2) ACDBE Termination and Substitution: The selected Respondent will not terminate an ACDBE for convenience without the Authority's prior written consent. If an ACDBE is terminated by the selected Respondent with the Authority's consent or because of the ACDBE's default, then the selected Respondent must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25(e)(1)(iii) and (iv) to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.
- (3) Reporting Requirements: The selected Respondent agrees that within 15 days after the expiration of each calendar month during the term of the Agreement, it will provide an ACDBE Utilization Activity Report to the Authority's DBE Program Manager reflecting, in a form acceptable to Authority, the total actual payments received by each of its ACDBE subcontractors and vendors for such fiscal year, calculated in accordance with the requirements of 49 CFR Part 23. If the ACDBE participation herein required is not met, the selected Respondent will explain in its report the reasons for its failure to meet the prescribed goal and the corrective action(s) the selected Respondent proposes to take in the next fiscal year(s) to meet said goal.
- (4) Monitoring: Authority will monitor the compliance and good faith efforts of the selected Respondent in meeting the requirements of this Section. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Section, including, but not limited to, records, records of expenditures, contracts between the selected Respondent and the ACDBE participant, and other records pertaining to the ACDBE participation plan, which the selected Respondent will maintain for a minimum of three years following the end of the Agreement. Opportunities for ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of the Agreement, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by the selected Respondent for the achievement of these goals.

- (5) **Prompt Payment:** The selected Respondent agrees to pay each subcontractor under the Agreement for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment the selected Respondent receives from the Authority. The selected Respondent agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.
- (6) **Sanctions for Non-Compliance:** Authority may, in addition to pursuing any other available legal remedy for the selected Respondent's failure to comply with this Section, terminate, suspend or cancel the Agreement in whole or in part; and/or suspend or debar the selected Respondent from eligibility to contract with Authority in the future or to receive bid packages or request for proposal packages, unless the selected Respondent demonstrates, within a reasonable time as determined by Authority, its compliance with the terms of this Section or its good faith efforts to comply.

#### 8.15 Disclosure of Authority Records

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

#### 8.16 Prohibition Against Contracting with Scrutinized Companies

A Respondent that, at the time of submitting a response to this Solicitation, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a proposal for or enter into a contract with the Authority of \$1 million or more.

Each Respondent, and any subcontractor(s) it proposes, for contracts of \$1 million or more, must complete and submit a fully executed copy of the Scrutinized Company Certification form as part of the solicitation response.

## **9.0 Response Requirements**

### 9.01 General Instructions

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

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

9.02 Number of Responses

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

9.03 Delivery of Responses

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

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

All responses must be sealed and labeled as follows:

<p>SEALED SOLICITATION RESPONSE: <b>Parking Facilities and Shuttle Service Management Solicitation No. 11-534-046</b></p>
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Responses must be delivered as follows via courier or hand delivery:

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

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

9.04 Execution of Proposal Responses

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

#### 9.05 Preparation of Responses

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

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

Tab Example: Tab 1 – Respondent’s Information

#### 9.06 Solicitation Process

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

#### 9.07 Cost of Preparation

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

#### 9.08 Solicitation Compliance

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

#### 9.09 Solicitation Inquiries and Addenda

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

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

#### 9.10 Execution of Agreement

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

#### 9.11 Disclosure

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

9.12 Opening

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

9.13 Supplemental Information

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

## **10.0 Proposal Response**

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

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

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# Appendix A

**PARKING FACILITIES**

**AND**

**SHUTTLE SERVICE**

**INFORMATION AND OPERATING PROCESSES**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**TAMPA INTERNATIONAL AIRPORT**

October 1, 2011

## TABLE OF CONTENTS

SECTION 1	GENERAL RESPONSIBILITIES
SECTION 2	FACILITIES AND SERVICES
SECTION 3	VEHICLES AND EQUIPMENT
SECTION 4	BUDGETS
SECTION 5	MONTHLY BILLINGS
SECTION 6	RATES AND PAYMENT METHODS
SECTION 7	REFUNDS, OVERCHARGES, AND UNDERCHARGES
SECTION 8	PERSONNEL
SECTION 9	OPERATION SCHEDULE
SECTION 10	MAINTENANCE, OPERATION, AND CLEANLINESS OF VEHICLES
SECTION 11	CLEANING OF FACILITIES
SECTION 12	TRAFFIC CONTROL
SECTION 13	EXIT AND ENTRY LANE POLICIES AND PROCEDURES
SECTION 14	IMPOUNDS
SECTION 15	RECEIPTS, ACCESS CODES, AND TICKETS
SECTION 16	DAILY REPORTS
SECTION 17	VEHICLE TAG INVENTORY
SECTION 18	OPERATING RECORDS AND REPORTS
SECTION 19	EQUIPMENT MALFUNCTIONS AND MAINTENANCE
SECTION 20	EMPLOYEE PARKING PERMIT OFFICE
SECTION 21	VALET
SECTION 22	SECURITY VEHICLE INSPECTIONS
SECTION 23	HURRICANE PLAN
Attachment 1	Facility Locations and Route Information, dated October 1, 2011
Attachment 1-A	Economy Garage Bus Route At Economy Garage, dated October 1, 2011
Attachment 1-B	Economy Garage Bus Route at Main Terminal, Level 2, dated October 1, 2011
Attachment 1-C	Economy Garage Bus Route at Main Terminal, Level 1, dated October 1, 2011
Attachment 2	Vehicle Detailing Services
Attachment 3	Shuttle Bus Specifications
Attachment 4	Current Staffing Levels and Job Descriptions, dated October 1, 2011

## **INTRODUCTION**

The Parking Facilities and Shuttle Service at Tampa International Airport ("Airport") are operated under a management agreement ("Agreement") between Hillsborough County Aviation Authority ("Authority") and a qualified company ("Company"). The Parking Facilities and Shuttle Service Information and Operating Processes ("Processes") establishes standards and specific procedures that the Authority requires of the Company in the operation and management of these facilities and services. The Processes, including all attachments, are subject to change at the discretion of Authority by written notification to the Company from the Deputy Director of Operations-Parking and Ground Transportation and the Assistant Director of Parking, collectively referred to as "Operations".

### **SECTION 1 GENERAL RESPONSIBILITIES**

#### **A. Authority Responsibilities**

- (1) To provide installation and maintenance of the parking garage structures, the paved and unpaved surfaces of all parking facilities, including striping and traffic markings, all revenue control equipment and counting devices, signs, toll booths and all improvements, such as lighting, electricity, water, and sewer facilities.
- (2) To issue directives and instructions to the Company as necessary regarding situations that may not be covered in the Processes or Agreement.
- (3) To provide the Company with office space as listed in Section 2, Paragraph C, below.
- (4) To provide a master copy of each required form to the Company and to amend the forms from time to time with notice to the Company.

#### **B. Company Responsibilities**

- (1) To operate and manage the Parking Facilities and Shuttle Services, as defined in Section 2, Paragraphs A and B, below, in a first class manner, as determined by the Authority, and in accordance with all requirements, standards, and procedures in the Agreement and the Processes and any changes thereto.
- (2) To provide and maintain throughout the term of the Agreement and any renewal option period, all required insurance coverage and limits as detailed in the Insurance Article in the Agreement.
- (3) To protect parking revenues and to operate efficiently within the revenue control system established by the Authority.
- (4) To obtain and maintain throughout the term of the Agreement and any renewal option periods, all permits, certificates, licenses, or other authorizations required in

connection with the operation of its business at the Airport and to provide current copies of such permits, certificates, and licenses to Operations.

- (5) To provide marketing services to promote Airport parking and related value added services subject to the Authority's approval at the Authority's cost.
- (6) To ensure that the Company, its employees, subcontractors and invitees observe and obey all rules, regulations, and policies as may be promulgated from time to time by the Authority; and will not do or permit to be done anything which may result in the creation or commission or maintenance of any nuisance, waste, or injury on the Airport.
- (7) To respond to all customer complaints in a timely manner, advise Operations of the complaint and outcome, and forward all complaints outside the Company's responsibility and ability to answer to Operations immediately.

## **SECTION 2 FACILITIES AND SERVICES**

### **A. Parking Facilities**

The short term garage, long term garage, two economy garages, economy lot, modified high vehicle disabled parking lot, cell phone waiting lot, overflow parking, and employee parking lot #1, are collectively referred to as "Parking Facilities" and are depicted on Attachment 1, Facility Locations and Route Information, dated October 1, 2011.

#### **(1) Parking Facilities**

##### **a. Short Term Garage**

The garage consists of six parking levels located above the Airport's main terminal building ("Terminal Building") with approximately 3,600 total spaces with a vehicle height limitation of 6' 8" ("Short Term Garage"). The majority of the traffic is short term parking with overnight inventories averaging 975 cars per night.

##### **b. Long Term Garage**

The garage consists of six parking levels located adjacent to the Terminal Building with approximately 6,900 total spaces with a vehicle height limitation of 7' 10" ("Long Term Garage"). There is an additional 350 space employee parking area located on the fifth level of the garage that is monitored and administered by the Company. Increasingly short term traffic utilizes the Long Term Garage with overnight inventories averaging 3,900 cars per night.

##### **c. Economy Parking**

Economy parking consists of two economy garages and an economy lot ("Economy Parking"). The economy garages have six parking levels each with approximately 11,000 total spaces. The economy lot is adjacent to the

economy garages, located two miles from the Terminal Building, and is a paved surface lot with approximately 1,400 total spaces, with a height limitation of eight feet (8'). Open lot height limitations are 13'. Overnight inventories average 3,500 cars per night.

- d. **Modified High Vehicle Disabled Parking Lot**  
The lot is located on the blue arrivals drive. Only vehicles qualified under Florida Statute Section 316.1964 are allowed to enter this lot.
- e. **Cell Phone Waiting Lot**  
This temporary waiting lot is monitored for traffic flow and utilization reports only by the Company.
- f. **Overflow Parking**  
If traffic dictates it, Operations may open overflow parking locations in the general vicinity of Economy Parking. The location of the overflow parking is shown on Attachment 1.

(2) **Parking Toll Plazas**

- a. **Short Term Garage and Long Term Garage**  
The 16 toll plaza lanes are used by all customers exiting the Short Term Garage and Long Term Garage ("Terminal Toll Plazas"). During non-seasonal periods, an average of 7,000 vehicles exits the Terminal Toll Plaza per day. The number of vehicle exits during peak seasonal periods often exceeds 10,000 per day.
- b. **Economy Parking**  
The five toll plaza lanes are used by all customers exiting the Economy Parking ("Economy Toll Plaza"). During non-seasonal periods, an average of 900 vehicles exit through the Economy Toll Plaza per day. The number of vehicle exits during peak seasonal periods often exceeds 2,000 per day.

(3) **Parking Services**

The Company is solely responsible for all claims, liabilities, expenses, losses, costs, fines, damages, and causes of action of every kind and character, including reasonable attorney's fees, for bodily injury, death, property damage or any other type of damage or injury resulting from or arising out of the Company's performance of parking services.

- a. **Valet Parking**  
A portion of the Short Term Garage is utilized for valet parking. The two entry points are:
  - i. the blue flight departure drive, open 5:00 a.m. until 5:30 p.m.; and
  - ii. inside level five of the Short Term Garage, open 24 hours per day, seven days per week.

Cars dropped off at the blue flight departure drive are moved from the valet area into level five of the Short Term Garage. Customers retrieve their cars from the Short Term Garage. The current valet operation is flexible by demand and currently utilizes 150 spaces. The number of valet exits for fiscal year 2010 was 19,000. A detailed description of this service is in Section 21, Valet.

b. Employee Parking Permits

The Company is responsible for the sale of Airport employee parking permits from an employee parking management office located at the employee parking lot off Hillsborough Avenue (“Employee Lot 1”) as shown on Attachment 1.

c. Emergency Road Service

Emergency road service is provided to customers requiring a jump-start, a tire change, gas delivery or unlocking of their vehicles. The Company’s employees may attempt to unlock customer vehicles using a “slim-jim” type device. If that is not successful, the customer is responsible for acquiring the services of a locksmith.

d. Vehicle Detailing Services

The Company currently provides vehicle detailing services as described in Attachment 2, Vehicle Detailing Services, which is attached hereto and made a part hereof.

e. Value Added Services

Value added services are defined as “additional services offered to customers, for a fee, that enhances the customers experience, encourages the utilization of the Airport’s parking facilities and services, and provides a value to the customer, such as time savings”. The Company will provide value added services as identified by the Company or the Authority and as approved by the Authority. The services may be provided directly by the Company or by an Authority approved subcontractor. The Company will insure that all personnel providing the services are properly licensed and trained. Details concerning each value added service will be established in writing between the Company and the Authority and will include, as applicable: a detailed description of the service; the service provider; how the service will be provided, to include hours of operation, location of operation, number of staff per shift, staff titles, job descriptions, pay ranges and rates; the fee structure for all components of the service; and a breakdown of commissions paid to the Authority and Company. All commissions paid to the Authority will be reported as a line item on the monthly requisition and will be credited to the monthly amount due to the Company.

B. Shuttle Service

The shuttle transportation system (“Shuttle Service”) transports Airport customers between the Terminal Building and Economy Parking and the overflow parking lots.

(1) Vehicles

The Public Shuttle Service operates 16 buses (“Shuttle Buses”) that are further described in Section 3, Vehicles and Equipment, Paragraph A. Vehicles, (1) Shuttle Buses.

(2) Operation and Routes

a. Operation

The Shuttle Bus service will be operated in a first class manner, which will be determined at the Authority’s discretion, and will include, at a minimum, the following:

- i. Drivers will be badged by the Authority.
- ii. The Shuttle Buses will follow the routes as described in item “b” below. Loading or unloading at any other location is discouraged and should only be done occasionally for exceptional circumstances.
- iii. Customers boarding the Shuttle Buses will be given a “locator card” for the appropriate stops.
- iv. An informational tape will be played during each trip to the Terminal Building on which customers are carried.
- v. Customers will be dropped off on the ticket level only on the red and blue sides.
- vi. Customers will be picked up in all four ground transportation centers (“Centers”) as identified on Attachment 1-C. Each Center must be checked for customers at least once every ten minutes. Customers should be loaded in front of the Center waiting area enclosures. Drivers should be diligent to look for potential customers.
- vii. The drivers will use radio communications to advise of heavy customer traffic, especially in cases where customers have been left due to a full bus, so the next bus can be directed to that location. Traffic conditions may necessitate the use of the service road instead of the parkway.
- viii. During slow traffic periods, buses will stage in the area where customers can be expected, such as the Economy Parking early in the morning and the Terminal Building late at night.

- ix. Drivers must be cordial to customers and provide as much service as possible under the operational guidelines.
- x. Gratuities must not be solicited but can be accepted.
- xi. All articles left on a bus will be turned in to the Airport Police lost and found. All unusual or suspicious activity anywhere along the route will be reported immediately to the Airport Police.

b. Routes

The Shuttle Buses operate on a predetermined route and a continuous schedule serving five stops at Economy Parking and six stops at the Terminal Building, with a maximum customer wait time of seven minutes anywhere on the shuttle route. The routes and stops are depicted on Attachment 1. Airport customers going to the Terminal Building are delivered to the second level, airline ticketing/check in, of the Terminal Building. Airport customers going from the Terminal Building to Economy Parking are picked up on the first level, airline baggage claim, in the Centers and transported to the appropriate stop in Economy Parking. Circulation patterns from the Terminal Building to the Economy Parking stops are, at all times, direct and made with no deviations which would reduce efficiency. A complete Airport round trip circuit is approximately four and one-half miles. A complete circuit around Economy Parking is approximately one mile. When overflow parking lots are in use, the Public Shuttle Service incorporates the additional stops required to transport Airport customers to and from the Terminal Building and their designated parking lots with no effect on the maximum customer wait time. With utilization of overflow and temporary parking facilities, additional bus stops will be necessary with no effect on the maximum customer wait time. Additional personnel may be required.

C. Company Offices

The Authority provides the office space listed below for the Company. The locations of the offices are shown on Attachment 1. The toll plaza offices are equipped with a safe, a supervisory console, toilet facilities, and locker room space for employees. Any revisions to office space provided will be at the sole discretion of the Authority.

- (1) Terminal Toll Plaza Office
- (2) Economy Toll Plaza Office  
This office has a separate Supervisor's office and dispatcher's office.
- (3) Employee Permit Office  
The employee permit office is further described in Section 20.

### SECTION 3 VEHICLES AND EQUIPMENT

#### A. Vehicles

The Company will ensure that all Shuttle Buses and vehicles, including but not limited to vehicles owned or operated by Company, its vendors or contractors are parked in designated parking areas only and not in a manner that interferes in any way with any other operations at the Airport.

##### (1) Shuttle Buses

The Shuttle Buses are purchased by the Authority and leased to the Company for the term of the Agreement and any exercised renewal options as detailed in Article 5 of the Agreement.

##### a. Specifications

The specifications for the Shuttle Buses are detailed in Attachment 3, Shuttle Bus Specifications, which is attached hereto and made a part hereof.

##### b. Two Way Radios and Frequency Protection

The Company is responsible for purchasing and installing two way radios in each Shuttle Bus and installing the radio base station in the Economy Toll Plaza dispatcher's office, at the Company's cost. The radios must be installed and fully operational in all Shuttle Buses no later than June 30, 2012. The Company will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA transmitter or receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of the Company's equipment. Should interference occur as a result of the Company's installation, the Authority reserves the right to shut down the Company's installation until appropriate remedies to the interference are made by the Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Company's expense.

##### c. Enhancements

Upon pre-approval by Operations, the Company will be reimbursed for the purchase and installation of additional enhancements to the Shuttle Buses, such as, interior ad signage or exterior advertising type wraps.

##### d. Fuel

The Shuttle Buses are compressed natural gas (CNG) fueled. The CNG fuel will be provided by the Authority at the CNG station located as identified on Attachment 1. Clean Energy, the CNG station operator, will direct bill the Authority for the fuel.

- e. **Maintenance**  
The Company will provide or contract to provide all bumper to bumper maintenance for the Shuttle Buses as further described in Section 10.
- f. **Insurance**  
The Company will provide and maintain all required insurance coverage and limits as specifically described in the Insurance Article of the Agreement.
- g. **Return of Shuttle Buses to Authority**  
Upon the expiration or earlier termination of the Agreement, the Company will promptly return the Shuttle Buses to the Authority at the location specified by Operations. The Shuttle Buses will be clean and in good operation and repair, normal wear and tear accepted.

(2) **Authority Provided Vehicles**

The vehicles listed in item “a” below (“Authority Provided Vehicles”) are purchased by the Authority and leased to the Company for the term of the Agreement and any exercised renewal options as detailed in Article 5 of the Agreement.

- a. **Authority Provided Vehicles**
  - i. 3 - mobile license plate inventory (“LPI”) Ford Ranger pickup trucks (“Inventory Trucks”) - for inventory use only.
  - ii. 3 - John Deere Gator four wheel utility vehicles.
  - iii. 2 - electric golf carts.
  - iv. 1 - gas powered golf cart.
  - v. 1 - electric personal vehicle.
  - vi. 1 - Powerboss power sweeper.
- b. **Fuel**  
Fuel for the Authority Provided Vehicles will either be provided by the Authority at its fuel farm or will be allowed as a reimbursable expense.
- c. **Maintenance**  
The Authority will provide or contract to provide all maintenance for the Authority Provided Vehicles.
- d. **Insurance**  
The Company will provide and maintain all required insurance coverage and limits as specifically described in the Insurance Article of the Agreement.

- e. **Return of Authority Provided Vehicles to Authority**  
Upon the expiration or earlier termination of the Agreement, the Company will promptly return the Authority Provided Vehicles to the Authority at the location specified by Operations. The Authority Provided Vehicles will be clean and in good operation and repair, normal wear and tear accepted.

(3) **Company Provided Vehicles**

The Company will be responsible for providing all vehicles other than the Shuttle Buses and the Authority Provided Vehicles for use in the operation and management of the Parking Facilities and Shuttle Service (“Company Provided Vehicles”). The Company Provided Vehicles will be new at the outset of the Agreement and will conform to all applicable rules and regulations, ordinances, and state and federal laws. The cost of the Company Provided Vehicles and all associated expenses, including equipping the vehicles with emergency road service equipment as further described in Section 2(A)(3)(c), will be included in the Company’s management fee. The Company will not be reimbursed for the cost of the Company Provided Vehicles or any associated costs. The Authority reserves the right to approve or reject any vehicle or to require additional vehicles at its sole discretion. If the Company needs to utilize non-complying vehicles for any period of time in excess of 24 hours, the Company must submit a full explanation and justification to Operations for review and approval.

**B. Revenue and Operational Control Equipment**

The Authority provides and maintains revenue and operational control equipment that currently includes:

(1) **Federal APD**

a. **Toll Plaza Exit Lanes**

All 16 exit lanes at the Terminal Toll Plaza and five at the Economy Toll Plaza are equipped with cash registers (“PowerPads”), and automatic cashier terminal (ACT) machines or automatic exit equipment, such as exit verifiers (“EV”).

b. **Entrance Lane Ticket Dispensers**

There are 19 ticket dispensers, one in each entrance lane, seven at the Long Term Garage, six at the Short Term Garage, and five at Economy Parking.

c. **Gates**

A Federal APD G-90 gate is in all paid parking entrance and exit lanes.

(2) **SunPass**

a. **Toll Plaza Exit Lanes**

Two of the lanes at the Terminal Toll Plaza and two lanes at the Economy Toll Plaza are equipped with automated vehicle identification (“AVI”) readers for SunPass Plus use.

- b. Entrance Lanes  
SunPass Plus is available in two Long Term Garage, one Short Term Garage, and one Economy Parking entrance lanes.
- (3) Backup Credit Card System  
There are 22 Omni model number 3750 machines located inside each exit lane toll booth used as a backup credit card system.
- (4) Desktop Personal Computers  
The computers are used for ScanNet, customer vehicle inventory, and management and clerical functions.
- (5) Copy Machine  
The copy machine is used for inventory reports.
- (6) System Accessories  
The accessories include all servers, port controllers and computer accessories to operate the ScanNet system.
- (7) Inventory Trucks  
The Inventory Trucks as further described in Section 3(A)(2)(a)(i) are used for nightly customer vehicle tag inventory.
- (8) IPads  
The IPads are used for inventory database.

## **SECTION 4 BUDGETS**

### **A. Annual Budget**

The Company will submit a proposed annual budget of projected costs for all reimbursable expenses to be incurred in the normal operation and management of the Parking Facilities and Shuttle Service. Non-reimbursable expenses are defined in Article 4 of the Agreement. The budget will be submitted on the required budget form to Operations for review and approval no later than April 15 for the next Authority fiscal year, October 1 through September 30. Operations will review the proposed annual budget and will establish a final annual budget. A copy of the approved final annual budget will be returned to the Company.

### **B. Monthly Budget**

The Company will submit a proposed monthly budget and staffing plan on the required forms to Operations by the 25<sup>th</sup> of the each month that includes all anticipated costs and expenses for the following month. Non-reimbursable expenses are defined in Article 4 of the Agreement. In estimating wage costs, the Company must include allowances for absenteeism and other minor staffing abnormalities. Operations will review the proposed

monthly budget and will establish a final monthly budget. The budget will be signed by the Authority and returned to the Company with approved copies of the monthly budget forms.

C. Amendments to Budgets

Amendments to the monthly or annual budgets may be made only by written request by the Company and written approval of Operations.

## **SECTION 5 MONTHLY BILLINGS**

In general, it is the intent that whenever the Authority directs additional services or actions by the Company, the Authority will reimburse the Company for the approved costs and expenses incurred for such additional services or actions. The Company will submit the required monthly requisition forms for the previous month. Operations will review the requisition forms and reimburse the Company for approved operating expenses. The normal timeframe in which the Authority provides reimbursement to the Company for authorized operating expenses is 30 days.

A. Payment Processing

Prior to submitting the monthly requisition forms, the Company will:

- (1) Review all figures for accuracy.
- (2) Assure that personnel for whom reimbursement of wages and expenses is requested have actually been employed during the period of the billing.
- (3) Verify actual expenditures for:
  - a. Payroll.
  - b. Any approved insurance.
  - c. Workers' compensation.
  - d. FICA (Federal Insurance Contribution Act).
  - e. Uniform service.
  - f. All approved reimbursable expenses.
- (4) Provide quarterly documentation of the Federal Unemployment Tax Act ("FUTA") and the State Unemployment Tax Act ("SUTA") payments and reconciliations for clarification of these charges.
- (5) Provide a list all employees on leave of absence ("LOA") who still receive reimbursable benefits, including reason for LOA.

- (6) Provide a detailed list and all associated documentation for all approved purchases of equipment, supplies, and services necessary for normal operations. Non-budgeted purchases must be approved by Operations in writing and in advance of the purchase.
- (7) Provide a written explanation of all overtime to Operations for approval. The intent is to minimize overtime. If unanticipated overtime is required on a reasonable basis, Operations will consider a written justification of actual overtime payments.

**B. Monthly Report Reimbursement Documentation**

The Company will submit the approved monthly budget and monthly report that includes all approved documentation for reimbursement for the previous month by the 10th of the following month, in a three ring binder, separated by tabs for each category listed below.

- (1) Garage activity and ticket summary.
- (2) Budget and requisition combined report.
- (3) Budget and requisition parking report.
- (4) Budget and requisition shuttle report.
- (5) Disadvantaged business enterprise (“DBE”) report.
- (6) Valet parking report.
- (7) Revenue detail report.
- (8) Employee benefits report.
- (9) Quarterly payroll tax spreadsheet.
- (10) Employee punches.
- (11) Fuel accounting.
- (12) Accurate list of all current employees.
- (13) Terminated employee list including termination date.

Each tab will have a summary page listing all invoices in the tab. Each invoice will be submitted without markup or adjustments of any kind. The ACDBE documentation will include copies of all qualifying invoices. All submitted monthly reports and spreadsheets listed above will be electronically submitted to Operations in Microsoft Excel format. All spreadsheets will be submitted in a way so the Operations can view all formulas used.

The Company will submit any additional documentation required by Operations necessary to verify the accuracy of reimbursable expenses. Invoices and proof of payment will be accepted as adequate documentation in most cases. Statements cannot be used for proof of payment. Requisitions for wages must be supported by payroll records including employee punches. Payroll records must be expressed on a calendar month basis to coincide with the monthly submitted budgets and monthly reports.

C. Credit Cards

The Company is required to provide an approved credit card processing service to assure the fast, efficient processing of credit card transactions for the payment of parking fees. The Company will provide for the secure transmission of credit card data over a high speed wireless broadband Evolution, Data Optimized (EVDO) / Code Division Multiple Access (CDMA2000, High Rate Packet Data Air Interface) system (“Connectivity System”) in accordance with Payment Card Industry (PCI) standards. The Authority will not be held responsible for the mishandling of credit card data on the Company’s systems, by the Company’s employees, or through the Company’s network connections. The Company will not use Authority’s Wi-Fi system. The Company will arrange and pay for any service associated with the transmission. Installation of the Connectivity System will be performed through Authority’s Tenant Work Permit (TWP) Program. The cost of installing the Connectivity System is subject to Authority approval and will be reimbursed.

The Company will arrange to direct pay for credit card processing (discount fees) and connectivity and applicable merchant and system use fees charged by the clearinghouse. The Authority will reimburse the Company for documented credit card processing fees as a reimbursable operating expense. All charges and fees (transaction fees) charged by the credit card processor will be the best fees available to the Company. No fees or commissions will be paid by the credit card processor to the Company. Credit card revenues are to be transferred directly into the Authority’s bank account by the credit card companies in a timely manner. The costs must be included in the annual and monthly operating budgets. All discount fees and transaction fees will be the best rates available to the Company.

D. SunPass Plus

The Authority has contracted with the Florida Department of Transportation (“FDOT”) to provide customers the SunPass Plus payment option for public parking. SunPass Plus revenues are transferred directly into the Authority’s bank account by the FDOT, minus any discount and transactions fees. Currently SunPass accounts for eight percent (8%) of all parking revenue.

## **SECTION 6 RATES AND PAYMENT METHODS**

The Company will only charge customers the rates listed below and will permit the complimentary use of parking spaces where applicable. There is no charge for the Shuttle Bus service. The Company may propose revisions to the service rates and propose rates for additional services. The

Authority will have the sole and unrestricted right, from time to time and as often as it deems necessary or advisable, to revise the parking rates and services rates and to add rates for additional services and will do so in writing to the Company.

<b>A. Parking Facility</b>	<b>Parking Rates</b>	<b>Payment Method</b>
(1) Short Term Garage	Either under one hour free or, if a customer parks for longer than one hour, the actual time parked including the first hour at \$1.00 per 20 minutes with a daily maximum of \$24.00 per 24 hour period.	Cash, Visa, MC, AMEX, Discover, and Diners Club credit cards, and approved Florida check.
(2) Long Term Garage	Public area: either under one hour free or, if a customer parks for longer than one hour, the actual time parked including the first hour at \$1.00 per 20 minutes with a daily maximum of \$20.00 per 24 hour period. Employee area: There is no charge to employees parking in the employee area.	
(3) Economy Parking	\$1.00 per 20 minutes with a daily maximum of \$9.00 per 24 hour period.	
(4) Modified High Vehicle Disabled Parking Lot	No charge for qualified vehicles.	NA
(5) Cell Phone Waiting Lot	No charge.	NA
(6) Additional Overflow Parking	Rate to be determined by the Authority at the time of use.	Cash, Visa, MC, AMEX, Discover, and Diners Club credit cards, and approved Florida check.
(7) Employee Parking Permits – Office	\$12.00 per month for a based employee. \$50.00 per month for a non-based employee. \$10.00 re-issuance access card or permit	

<b>B. Services</b>	<b>Service Rates</b>	<b>Payment Method</b>
(1) Valet Parking	\$2.00 per 30 minutes, a \$5.00 minimum, with a maximum of \$25.00 per 24 hour period.	Cash, Visa, MC, AMEX, Discover, and Diners Club credit cards, and approved Florida check.
(2) Emergency Road Service	\$15.00 per service call.	
(3) Vehicle Detailing	Prices range from \$22.00 to \$170.00. See Attachment 2.	Visa, MC, AMEX, Discover, and Diners Club credit cards.

**SECTION 7**  
**REFUNDS, OVERCHARGES, AND UNDERCHARGES**

**A. Overcharges**

If the Company charges a customer a price in excess of the established schedule of rates, the amount by which the actual charge exceeds the established rate will constitute an overcharge which will be returned to the customer, where possible, following the procedures below. If the overcharge cannot be returned to the customer, the overcharge becomes the property of the Authority. Overcharges will not be applied against shortages to counterbalance the reimbursement amount the Company is required to remit.

- (1) If the overcharge is discovered before the deposit of the days' receipts, the Company will reimburse the overcharge to the customer. The transaction will be noted on the appropriate cashier shift report with a brief justification and verifying data attached.
- (2) If the overcharge is discovered after the deposit of the days' receipts, the Company will forward all documented evidence to Operations. The Authority will issue the reimbursement.
- (3) If the overcharge is on a credit card, the Company will make the necessary adjustments to customer's account.

**B. Undercharges**

If the Company charges a customer a price which is less than the established schedule of rates, the amount by which the actual charge is less than the established rate schedule will constitute a shortage and an amount equivalent thereto will be promptly paid by the Company into the parking receipts due to the Authority.

**C. Refunds**

All refunds must be approved by Operations.

(1) **Employee Permits**

From time to time a customer of the Employee Lot may request a refund because the individual no longer needs to park in the Employee Lot for the time period that has been paid. The employee permit office staff will assemble all pertinent information along with the customers request for a refund and submit to Operations.

(2) **SunPass Plus**

If the system is down, and the customer is double charged, the Company will document to Operations. If the customer used a credit card, the Company will refund via that credit card. If the customer paid cash, the Company will submit all information to Operations and the Authority will make the refund via a check to the customer.

(3) **Lost Ticket**

If a customer exits using the lost ticket procedure, then finds their ticket and requests a refund, the Company will document then refund via a credit card, if

possible. If the refund can't be made to a customer credit card, the Company will submit all information to Operations and the Authority will make the refund via a check to the customer.

## **SECTION 8 PERSONNEL**

### **A. Staffing**

The Company is responsible for ensuring that the staffing is sufficient to meet all operating procedure requirements in the Processes and to provide the highest level of service to all customers. The Company's staffing plan will be submitted to Operations with the budget on a monthly basis. Operations will review the staffing plan and either approve or suggest changes for final approval. Current staffing levels are provided in Attachment 4, Current Staffing Levels and Job Descriptions, dated October 1, 2011, which is attached hereto and made a part hereof.

#### **(1) Management Employees**

The Company is responsible for providing qualified management that includes a full-time resident manager and sufficient additional management level staff to manage the operation and assure compliance with all terms and conditions of the Agreement. The Company's management will report to Operations. The resident manager will meet the qualifications listed below and will be present at the Airport a minimum of 40 hours per week, usually during normal business hours.

- a. A four-year degree in business management, accounting or a related field from a recognized college or university.
- b. A minimum of one year management experience in a public parking facility.
- c. Associate Degrees and Certificates of Completion of course work in applicable areas can be applied to the education requirements.
- d. Parking management experience can be substituted on a year for year basis for education requirements.
- e. Proven bondable with a faithful performance bond.

All managers will require initial approval by Operations; however, such approval will in no way constitute an unconditional continuous approval. The Authority reserves the right to approve any proposed replacement of the resident manager and assistant managers and will require that, at a minimum, the proposed resident manager and assistant manager replacements have equal or greater qualifications as the resident manager and assistant managers being replaced.

#### **(2) Staffing List**

The Company will maintain and provide on request an accurate list of employees, including the employee's name, job classification, social security number (masked),

home address, and phone number. This list will be kept up to date and available at all times for review by Operations.

B. General Rules for Employee Conduct

The Company's general rules for employee conduct will be part of the Agreement and will be reviewed from time to time by Operations for modifications, as necessary. All Company personnel will be clean and neat; deal with customers in a prompt, polite, and businesslike manner; be able to communicate effectively in English to carry out their job requirements; comply with the Airport rules and regulations; and comply with Company's general rules for employee conduct. Company personnel will not use improper language, act in a loud, boisterous or improper manner while carrying out their job responsibilities, or solicit gratuities.

C. Termination of Employees

The Company will be solely responsible for the conduct and performance of its employees and take all necessary steps to terminate employees who participate in acts of misconduct. Upon 24 hours' written notice by the Authority, the Company will remove from its payroll at the Airport, any employee who participates in illegal acts on the Airport, who violates Airport rules and regulations or who, in the opinion of the Company or the Authority, is otherwise detrimental to the public. In addition, the Authority reserves the right to request the termination of any Company employee, including the resident manager, and the Company will immediately comply with the request.

D. Pay Rates

The Company will establish the pay range for each job classification and a formal written procedure for cost of living adjustments and merit increase rates, if no rate freeze is in effect. All pay ranges, rates, and raises are subject to Authority review and approval and must be justified by the Company. Employee performance evaluation as to eligibility for merit increases will be established by the Company.

E. Benefits

The Company will establish employee benefits in writing for each job classification as approved by the Authority.

F. Job Procedures and Work Methods

The Company's established job procedures and work methods for employees will be part of the Agreement and may be reviewed by Operations from time to time and modified, as necessary.

G. Training Program

The Company will establish a formal training program for each job classification which will be a part of the Agreement and may be reviewed by Operations from time to time and modified, as necessary. The training program will include quarterly customer service training classes for all employees. The Company will maintain a current record of training for each employee and make it available for review by Operations.

## H. Uniforms

- (1) All employees that interact with the public, specifically supervisory personnel, cashiers, parking attendants and drivers, will wear uniforms while on duty at the Airport.
- (2) The Company will provide a uniform service for employees, at no expense to the employees, except as indicated herein. The uniform service will include a minimum of four complete sets of uniforms and must be approved by the Authority. The uniform service will include all repairs, replacement, and insignia embroidering or fastening.
- (3) Employees will be responsible for replacement or repair costs resulting from employees' acts of negligence, vandalism, or abuse of the uniforms. The uniforms must have identification insignia of the Company.
- (4) The basic uniform and all changes thereto will be approved in advance by the Authority.

## I. Identification Badges

- (1) The basic badge design and all modifications are to be approved in advance by the Authority.
- (2) All Company employees will wear identification badges in plain sight at all times while on duty at the Airport.
- (3) The Company will provide laminated identification badges for all employees with the following information prominently displayed to allow easy identification:
  - a. Employee's first name
  - b. Position
  - c. Company name
  - d. Employee number

## J. Company Employee Parking

- (1) All Company employees will have employee parking provided by the Authority at no charge to the Company. Employee parking assignments will be at the discretion of Operations. Employees will park only where directed by Operations.
- (2) The following employees will be authorized by Operations to park adjacent to the Terminal Toll Plaza, as shown on Attachment 1.
  - a. Managers.

- b. Any employee as a result of special circumstances, i.e. such as health problems, but only after Company's written request and written authorization from Operations.
- (3) Operations will supply a limited number of preferred parking spaces, located on the fifth level of the Long Term Garage “nest” area for the Company to offer to its employees as part of an Authority approved reward program for good performance.
- (4) Parking access badges are required for all authorized parking. Authority access badges may be used by certain Company employees to access Airport locations. Those employees will conform to the same screening process as Airport employees with the same access.
- (5) The Company will provide necessary information to update and keep current parking records of Company employees.

**SECTION 9  
OPERATION SCHEDULE**

A. Parking Facilities and Services

<u>Facilities and Services</u>	<u>Hours of Operation</u>
(1) Short Term Garage	These facilities are open to the public 24 hours per day, seven days per week. However, portions of the facilities may be temporarily restricted from time to time due to traffic control issues and cleaning requirements as detailed in Sections 10 and 11.
(2) Long Term Garage	
(3) Economy Parking	
(4) Modified High Vehicle Disabled Parking Lot	
(5) Cell Phone Waiting Lot	24 hours per day, seven days per week.
(6) Overflow Parking	As needed basis.
(7) Valet Parking	24 hours per day, seven days per week.
(8) Employee Lot 1	24 hours per day, seven days per week.
(9) Employee Parking Permit Office	Monday through Friday, from 8:00 a.m. until 4:00 p.m. Also, an additional 16 extra hours each month during peak traffic times as determined by Operations.
(10) Emergency Road Service	24 hours per day, seven days per week.
(11) Vehicle Detailing	On demand

**B. Public Shuttle Service**

- (1) The Public Shuttle Service will operate on a 24 hours per day, seven days per week, basis. Due to airline scheduling, rescheduling, emergencies, delays and numerous other factors, there are variations in peak traffic periods at the Airport. The Company must remain flexible so that all demands will be met for required service under a variety of circumstances. The Company will ensure that in no instance will a passenger be required to wait for more than seven minutes, at any location, for shuttle service.
- (2) The Company will maintain a schedule of service to meet existing passenger demands and will submit the schedule on a monthly basis to Operations. The schedule of service will include, but not be limited to, the number of Shuttle Buses running at any one time, the number of customers on each Shuttle Bus as based on the history of facility entrances, and headway times between Shuttle Buses. The Company will use the Authority approved circulation routes. From time to time, it may be necessary for the Company or Operations to alter the routing and circulation. All Company proposed routing changes must be approved by Operations prior to enactment. Operations proposed routing changes will be implemented by the Company upon notification.

**SECTION 10  
MAINTENANCE, OPERATION, AND CLEANLINESS OF VEHICLES**

**A. Maintenance**

- (1) Authority Maintenance  
The Authority is responsible for the maintenance of the Authority Provided Vehicles.
- (2) Company Maintenance  
The Company is responsible for all bumper to bumper maintenance and repair on the Shuttle Buses and the Company Provided Vehicles as follows:
  - a. Maintain the Shuttle Buses and Company Provided Vehicles in a first class, clean, safe, good appearance, and good running manner which is at the discretion of the Authority. The condition of the Shuttle buses and Company Provided Vehicles will be periodically inspected by the Authority and the Company will be responsible for immediately making all improvements identified by the Authority.
  - b. Provide all proper and regular, bumper to bumper, routine, and preventive maintenance and service, including but not limited to, tires, motor oil, grease, cooling system water and antifreeze, brake and transmission fluids, battery service, windshield wiper blades, mechanical repairs, and adjustments. Due to the Florida summer weather, special care should be given to the preventive maintenance on the air conditioning systems.

- c. Follow manufacturer special operating conditions (SOCs) frequencies when having preventive maintenance performed.
- d. Maintain a record of all preventive and other maintenance performed on each Shuttle Bus and provide the records to Operations within 24 hours of such a request. The manufacturer's "Scheduled Maintenance Guide" provided to the Company by Operations for the Shuttle Buses will be used for this purpose.
- e. Arrange for all warranty or recall related maintenance repairs, as needed.
- f. Provide all Shuttle Bus maintenance by a qualified third party maintenance provider with employees that are CNG trained and certified technicians.
- g. Determine the maintenance location. There are no maintenance facilities on the Airport and no maintenance, other than emergency repairs, can be performed on Airport property.
- h. Maintain the interior and exterior of all Shuttle Buses, Authority Provided Vehicles and Company Provided Vehicles in a first class, safe, clean, sanitary, attractive and fully functional condition at all times, at the discretion of the Authority, and repair all body damage within 30 days of occurrence. The Shuttle Buses, Authority Provided Vehicles and Company Provided vehicles will be inspected by the Authority on a periodic basis. The Company will immediately repair any finding identified by the Authority to ensure that the Shuttle Buses, Authority Provided Vehicles and Company Provided Vehicles remain in a first class condition.
- i. Arrange to have the Shuttle Buses and Company Provided Vehicles towed in a safe manor to the Company's maintenance and repair provider, if necessary.

**B. Operation**

- (1) The Company will institute and enforce strict control over the operation of the Shuttle Buses, Authority Provided Vehicles and Company Provided Vehicles, collectively referred to as "Service Vehicles", in a safe manner at all times.
- (2) The Company will assure that all employees operating the Service Vehicles are properly licensed under the laws of the State of Florida to operate the Service Vehicles, trained, insured, and specifically authorized by the resident manager.
- (3) All Shuttle Buses and Authority Provided Vehicles will remain on the Airport at all times except during maintenance or bona fide errands off the Airport that are necessary for efficient operations.
- (4) Use of personal vehicles for operations within the Parking Facilities may be allowed only for extenuating circumstances with prior approval by Operations.

- C. Cleanliness of Shuttle Buses
  - (1) Interior
    - a. Clean and free of water spots and accumulations of dust on all surfaces, including flooring, seats, grab rails, side walls, windows, light fixtures and ceiling.
    - b. Loose trash will be deposited in the on-board trash receptacle.
    - c. Clean smelling and free of offensive odors.
  - (2) Exterior
    - a. Clean and free of debris except as to what could normally be expected given the weather and road conditions of that day and time.
    - b. Windows free of dirt and water spots.

**SECTION 11  
CLEANING OF FACILITIES**

The Company is responsible for keeping all Parking Facilities, excluding the cell phone waiting lot, Terminal Toll Plazas, and the Company offices in a clean, orderly, and inviting condition at all times. The Company will adhere to the following cleaning schedules, at a minimum, to maintain these facilities. Additional maintenance procedures or increased frequency of cleaning may be necessary for the Company to provide the highest level of customer service and ensure that the facilities are maintained in a first class manner, as determined by the Authority. The Authority will provide the necessary cleaning equipment and supplies, and will replace the equipment when it is worn out as a result of normal use. The Company is responsible for replacing lost, stolen, or destroyed equipment caused by the Company's abuse, misuse or neglect. All other janitorial supplies will be provided by the Authority or by the Company as a reimbursed cost based on approved expenditure items.

- A. Short Term Garage, Long Term Garage, and Economy Garages
  - (1) Trash
    - a. Empty all receptacles as needed, at least once each shift.
    - b. Consolidate trash in barrels kept in storage area.
    - c. Remove accumulated trash to the compactor as needed, at least once daily, using Company's pickup truck.
  - (2) Ashtrays
    - a. Remove debris as needed at least once each shift. Use extreme care not to put hot ashes and other hazardous materials in trash receptacles.

- b. Add sand as needed.
    - c. Wash entire receptacle as needed, at least once a week.
  - (3) Signs  
The surfaces of all signs, including those for traffic direction, should be cleaned as needed, at least once a month.
  - (4) Litter
    - a. Constantly look for and pick up litter in the parking garages.
    - b. Use sweeper and blower to thoroughly clean garages covering each level at least once a month during low-traffic periods.
  - (5) Oil and Grease Deposits
    - a. Patrol and clean levels and ramps daily during low-traffic periods.
    - b. Apply and rub in absorbent on any observed spots or spills.
    - c. Sweep up absorbent as soon as spill has been absorbed.
    - d. Initiate heavy duty cleaning as necessary.
  - (6) Standing Water  
Push standing water to drains with floor squeegees as needed to prevent puddles.
- B. Economy Lot
  - (1) Trash/Litter
    - a. Patrol entire lot as needed, at least weekly, to pick up litter.
    - b. Empty trash receptacles in the shelters daily or as needed.
  - (2) Bus Shelters  
Clean interior and exterior, including windows, as needed, at least once a week.
- C. Employee Lot 1
  - (1) Trash/Litter
    - a. Patrol entire lot as needed, at least weekly, to pick up litter.
    - b. Empty trash receptacles and ashtrays in the shelters daily.
  - (2) Oil and Grease Deposits
    - a. Apply absorbent to any observed spots or spills.
    - b. Clean up absorbent as soon as possible.

- (3) Bus Shelters  
Clean interior and exterior as needed, at least once a week.
- D. Modified High Vehicle Disabled Parking Lot
- (1) Trash/Litter
    - a. Patrol entire lot as needed, as least weekly, to pick up litter.
    - b. Empty trash receptacles in the shelter daily.
- E. Parking Garage Entrance Lanes and Terminal Toll Plaza Exit Lanes
- (1) Remove trash and litter as needed, at least once per shift.
  - (2) Degrease lanes as needed, at least once a month and pressure wash lanes quarterly.
  - (3) Clean equipment exteriors of the gate boxes, SunPass Readers, and ticket dispensers as needed, at least once a month.
  - (4) Clean interior and exterior of toll booths as needed, at least once a week. Have booths detailed at least semi-annually.
  - (5) Pressure wash divider walls in exit lanes to remove vehicle scrapes as needed at least semi-annually.
- F. Company Offices  
Cleaning of the Company's offices is the Company's responsibility and will be accomplished as needed to keep it in top condition with a neat, clean, professional appearance.

## **SECTION 12 TRAFFIC CONTROL**

Closure and reopening of the Short Term Garage, Long Term Garage, Economy Parking, and overflow lot collectively referred to as “Public Parking Facilities”, to incoming traffic will be determined by the Company in coordination with the Authority’s Parking and Ground Transportation Department (“Ground Transportation”) and in their absence the on duty Assistant Director of Operations (“ADO”). Closing or opening of any temporary overflow facility will be directed only by Operations.

The Company is responsible for taking positive control of the traffic in the Public Parking Facilities to direct customers to available parking, prevent traffic delays, and direct customers away from areas that are full. This control may include closing entire levels of any garage or entire facilities if necessary.

The Company will follow the procedures outlined below to ensure positive control of the traffic.

A. Public Parking Facility Closures

Close coordination with Ground Transportation and in their absence the on duty ADO is necessary when it appears closure is pending. The Company will notify the Communications Center, Airport Police and Ground Transportation of the closure when it occurs.

(1) Level Closure

Garage levels will be closed to incoming traffic when all spaces are full. Closure will be done by activating the “Closed” signs and/or barricades at the entry point to the level. When all even-number or all odd-number levels are full, the appropriate section will be closed at the apex of the up-ramp by use of barricades. All such barricade placements must be observed regularly to assure that they have not been moved by customers. It is the intent of the Authority to direct parking customers to covered parking spaces whenever possible.

(2) Total Parking Facility Closure

When any Public Parking Facility is completely full and inbound traffic is greater than or equal to outbound traffic, the parking facility will be closed to incoming traffic. Close watch must be kept on space-available counts when the number decreases below 150 spaces.

When it is determined that a parking facility must be closed, the Company will:

- a. Barricade the roadway leading to that parking facility diverting all traffic to the facilities that remain open.
- b. Station a parking attendant at each location to direct traffic if needed.
- c. Provide extra personnel in the facility that is open to direct customers to parking spaces if capacity necessitates such control.
- d. Closely monitor space available and traffic characteristics, and reopen the parking facility as soon as practical.
- e. Comply with additional specific procedures, if necessary, as provided by Operations.

(3) Closure of All Public Parking Facilities – Except the Overflow Parking Lot

When the possibility of overflow exists, the Company will maintain close coordination with Ground Transportation. Traffic conditions will be monitored closely so that as much advance notice as possible of an overflow situation can be made. The final decision of instituting overflow procedures is the responsibility of Operations. When it is determined that overflow parking will be put into effect, the following procedures will be followed by the Company:

- a. Entrances to parking will be barricaded; police assistance, if needed, will be supplied.
- b. The overflow lot will be opened and revenue control maintained.

- c. All customer vehicles will be directed to the overflow lot determined by Operations.
- d. Personnel will direct customers to parking in the overflow lot.
- e. Transportation arrangements will be made for customers.
- f. Traffic conditions and space availability will be closely monitored to allow the reopening of normal facilities as soon as possible.
- g. Additional overflow procedures will be followed as established by Operations in separate documents.

**B. Reopening of Closed Public Parking Facilities**

When it is determined that a closed parking facility will be reopened, closure procedures will be reversed, and all signs, barricades, and personnel will return to normal. The closed facility will be reopened when spaces become available and the outbound traffic rate is greater than or equal to the inbound rate. All parties notified of the closure will be advised of the reopening by the Company.

**C. Emergency Conditions**

Closure of any facility or portion of a facility for emergency conditions will be affected by the same procedures established above if deemed necessary by the Company's resident manager or Operations.

**D. Oversized Customer Vehicles**

**(1) Short Term Garage Entrance**

- a. Care must be exercised to guide oversized customer vehicles (over 6' 8") away from the ticket dispensers and to the escape roadway.
- b. The Airport Police will be called to assist if necessary.

**(2) Long Term Garage**

Care must be exercised to guide oversized customer vehicles (over 7' 10") away from the ticket dispensers and to lane 1. The oversized vehicle should be instructed to use lane 1 to exit the facility and use the Economy Lot if under 13 feet.

**(3) Modified High Vehicle Disabled Parking Lot**

- a. Company will monitor the lot and only allow authorized customer vehicles to enter.
- b. Height limitations are 13' 5".

**SECTION 13**  
**EXIT AND ENTRY LANE POLICIES AND PROCEDURES**

**A. General Information**

- (1) Company will establish a cashier's change bank sufficient to operate efficiently, a minimum of \$5,000, which will be the responsibility of Company to maintain throughout the term of this Agreement.
- (2) Self-service credit card payment options are available at each parking facility. Currently 60% of all exit transactions are automated.
- (3) Each exit lane is equipped with an automated exit machine and a PowerPad that can be staffed by a cashier. Two exit lanes at the Terminal Toll Plaza and the Economy Toll Plaza are also equipped with SunPass Plus Readers. The SunPass Plus Readers should be open for SunPass use, unless otherwise authorized by Operations.
- (4) Under normal operation at the Terminal Toll Plaza, exit lanes 1 and 16 will be left closed to facilitate employees exiting.
- (5) At both the Terminal Toll Plaza and Economy Toll Plaza, all lanes except the ones noted above should be open 24 hours per day, seven days per week, unless they are going through the "log on or check out" procedures.
- (6) All auto out lanes need to be set up to handle cashiered transactions. If a customer is not able to use the automated exit equipment, due to equipment malfunction, an ambassador will "cashier" the customer out in the same lane. Customer vehicles should not be backed out of a lane unless absolutely necessary. If and when a back out is necessary, the customer will be assisted by an ambassador or supervisor.
- (7) The SunPass Alarm has been installed on the supervisor desktop in the Terminal Toll Plaza offices and must be monitored 24 hours per day, seven days per week, under established procedures.

**B. Shift Start – Cashier Lane Procedures**

The following procedures will be used when an exit lane is opened by a cashier.

- (1) **CASHIER:** Verify gate counter reading with supervisor and initial report.
- (2) **CASHIER:** Verify bank for that lane.
- (3) **CASHIER:** Log-On Procedures.
  - a. **Keyboard:**  
Enter Cashier's ID code.  
Press "yes".

- b. The lane is now ready for a transaction.
- c. Turn on lane light and remove cone from closed position.

C. Shift End – Cashier Lane Procedures

The following procedures will be used when an exit lane is closed out.

- (1) CASHIER: Turn off lane light and place cone in front of lane.
- (2) CASHIER: Log off. (Hit escape key twice.)
- (3) SUPERVISOR: Run lane report through the computer upstairs.
- (4) SUPERVISOR: (Downstairs) Open lane drawer with cash register key.
- (5) SUPERVISOR & CASHIER: Verify gate count.
- (6) CASHIER: Remove all monies from the drawer and drop safe.
- (7) CASHIER & SUPERVISOR Initial report.
- (8) SUPERVISOR: Inspect lane.

D. Non-Cashier Lane Procedures (ACT, EV, and SunPass lanes)

Supervisor or ambassador will log on using the generic password 1234. Shift start and shift end will follow cashiered lane procedures with the supervisor or ambassadors replacing the cashier functions.

E. Major Equipment Problems

Exit lanes will be closed immediately and not operated when the following conditions occur:

- (1) Gate arm does not work (up or down).
- (2) Gate counter malfunctions.
- (3) Ticket printer does not print legibly.
- (4) Cash drawer does not open or close.
- (5) Fee computation is incorrect.
- (6) Fee indicator malfunctions.
- (7) Unused rate code is functional.

- (8) Lane can be operated without a car present.
- (9) SCAN cannot run the Cashier Report event.

F. SunPass

- (1) If the state SunPass system is down, close all SunPass entrance lanes by turning on the red X and placing the appropriate sign in the lane. Exit lanes will be left open and staffed with exit personnel.
- (2) If an individual SunPass lane is down, close with red X and appropriate signs.

G. Lost Tickets

- (1) When a customer claims to have lost the parking ticket, the cashier notifies the office to send supervisor assistance for a lost ticket.
- (2) The accuracy of lost tickets research and the parking fees obtained are the responsibility of the supervisor who responds to assist, except for the actual cash transaction which is the cashier's responsibility.
- (3) The current inventory will be searched for the license tag number in each case that a customer claims a lost ticket.
- (4) Charges will be determined from the information obtained in inventory search:
  - a. If the tag is not found, charge from the time the customer said he/she entered.
  - b. If the tag is found, charge from (1) midnight of the day the customer vehicle first appears on the inventory, or (2) from the time the customer says he/she entered, whichever is a longer duration.
- (5) The Lost Ticket form will be completed with the required information.
- (6) The Lost Ticket form becomes the ticket and is inserted into the fee computer printer, just as a normal ticket would be, for an imprint of the transaction.
- (7) Lost ticket noted in Section 4 of the cashier shift report.
- (8) All lost-ticket transactions will be checked for accuracy by clerical personnel.

H. Stolen Ticket

If a supervisor observes a stolen ticket in progress at the entry lanes, the following procedure should occur:

- (1) Immediately shut down the entrance lane.
- (2) Dispatch an attendant to that lane to record the next ticket number to ascertain the number on the stolen ticket.

- (3) Notify cashiers in all lanes with the available information, i.e. ticket number stolen, time, and description of the customer vehicle or customer.
- (4) If the stolen ticket is presented for processing, notify supervisor or manager, close the lane and notify the Airport Police of the stolen ticket.
- (5) The supervisor or manager will notify the police to respond to an attempted theft of services, and respond to the lane.
- (6) Police will interview the customer and investigate the situation.
- (7) If the customer is allowed to exit, the supervisor or manager will process the transaction as if it were a lost ticket.

#### I. Void

All voids by cashier are done in the presence of a supervisor and customer. When a cashier incorrectly keys in the wrong date, time or fee rate code, the following procedures will be used when a void occurs:

- (1) CASHIER: Notify supervisor by intercom of the void.
- (2) SUPERVISOR: Respond to appropriate lane, and review the situation for validity of void.
- (3) SUPERVISOR: Activate the void key.
- (4) SUPERVISOR: Initial ticket.

All void transactions will be recorded with time, ticket number, transaction number, and difference in amount and the reason in Section 4 of the cashier shift report. The supervisor will initial each such entry and all void tickets will be kept separately.

#### J. No Charge

Parking tickets can be rendered "No Charge" in the following situations using the pre-set functional keys.

- (1) Authority employees on official business - maintenance, police, and staff.  
-- Pre-set **A**.
- (2) Utility service vehicles (Verizon, TECO, City, etc.) when on official service calls within the confines of the Parking Facilities.  
-- Pre-set **O**.
- (3) Previously approved contractor vehicles working within the confines of the Parking Facilities.  
-- Pre-set **O**.

- (4) Tampa Police and Fire Departments on official business in the Parking Facilities.  
-- Pre-set **O**.
- (5) With Authority validation stamp on the parking ticket.  
--Pre-set **A**.
- (6) Disabled. Properly permitted customer vehicles specifically equipped for disabled persons who request free parking as per state law.  
--Pre-set **H**.
- (7) Line. If traffic and/or special circumstances cause a delay in excess of seven minutes which extends the time into the next segment, the extra amount can be validated.  
--Preset **L**.
- (8) White Courtesy Consular Cards.  
--Preset **A**.

All such signed tickets must include a legible signature and organization. Police signatures should include badge numbers.

**K. Access Cards Procedure**

(1) Terminal Building Parking

Entrance: Use one of the entrance lanes designated with the Airport's logo on the height bar. (Lanes 2, 3, 7, 11 or 12). Place the access card in front of the box reader. The gate will open. DO NOT PUSH THE BUTTON TO TAKE A TICKET.

Exit: Use one of the two exit lanes designated with the Airport's logo on the height bar on the far LEFT, high vehicle Lanes 1 or 2 or the far RIGHT, Lanes 15 or 16. Place the access card in front of the reader. The gate will open to allow exit.

(2) Economy Parking

Entrance: Use one of the two entrance lanes on the far right, Lanes 17 or 18. Place the access card in front of the box reader. The gate will open. DO NOT PUSH THE BUTTON TO TAKE A TICKET.

Exit: Use one of the two exit lanes on the far right, Lanes 20 or 21. Place the access card in front of the box reader. The gate will open.

Only the specific lanes noted will work this way. Entrance through another lane by obtaining a ticket will require payment of the ticket upon exit. Exit through any other lane will also require payment. In the event that the access control equipped entrance lanes are closed or out of service for any reason, normal ticket transactions with validation for the

amount due will be required. Lanes will function with the access system when closed (red x).

The access card works only in proper sequence. It must be used to enter for it to work on exit. It must be used to exit before it can be used to enter again.

L. Disabled Parking Validation Procedure

To comply with state law, Section 316.1964(7), Florida Statutes specifically requires airports to grant free parking to customer vehicles with specialized equipment such as ramps, lifts, foot or hand controls or for utilization by a person who has a disability.

Customers driving a vehicle equipped with any or all of the equipment listed above or that display a valid Florida Toll Exemption permit will be processed as follows:

- (1) A supervisor will be called to the lane to process the transaction basically like a lost ticket transaction.
- (2) The information on the blue Disabled Parking Validation form will be completed.
- (3) The validation ticket will be processed through the printer to imprint a transaction number.
- (4) Validation key #H will be used to validate the fee.
- (5) The ticket will be attached to the validation ticket.

Only specially equipped customer vehicles or those displaying the Florida toll exemption permit are authorized free parking. Other disabled parking permit holders will be advised that they do not meet the statutory requirements for free parking and will be given an explanatory notice and charged the same normal parking fees as other customers.

Disputes of this policy will be handled in the same manner as any other fee dispute. It begins as a supervisor function and then is escalated to a Company manager. If the manager needs further assistance, Ground Transportation, ADO, or the Airport Police, as required, will be notified.

M. Money Disputes: Exit Lanes

- (1) Company is responsible for handling the money matters of the parking operation. Disputes will be handled by Company's management or supervisory personnel and will involve Authority personnel only as a last resort when the individual will not accept the Company's disposition or authority. Such referrals, when absolutely necessary, will be made to the Ground Transportation Manager ("GTM") on duty during normal business hours or the ADO, in that order, at other times. The Airport Police should be called only to provide assistance with traffic problems or disorderly individuals to protect life and property.

- (2) Sometimes, due to a severe hardship or extenuating circumstance, it is necessary to adjust an individual's parking fees or to allow exit without full payment, with a promise to remit the balance. This is never suggested to the customer. Such adjustments can only be made by Operations or, in their absence, the GTM on duty or an ADO in the absence of a GTM. If an adjustment is made, an Insufficient Funds form will be completed by a supervisor.

N. Credit

Credit will not be extended under any circumstances. Any special arrangements with persons other than the Authority that might be made will be solely the responsibility of the individual making the arrangements.

O. Checks

Checks will be accepted as payment for parking fees only as a last resort. All checks must be fully completed and verified through proper identification. Cashier will write the drivers license number and lane number on the check then compare the name on the check against the bad check list provided by Operations. No starter checks will be accepted.

P. Credit Cards

(1) ScanNet

Credit cards are processed through the ScanNet PowerPad Validator as outlined below. If ScanNet is down each toll both is equipped with an Omni swipe machine as a backup.

- a. Once the fee is showing on the PowerPads insert the credit card into the Validator.
- b. Once the card is processed the first receipt will print from the printer.
- c. After the first receipt prints, hit the cash key on the PowerPad for the second receipt.
- d. Have the customer sign the retained receipt for any transaction over \$75.00 or all non card swiped transactions.
- e. The second receipt is given to the customer, the signed receipt retained for the record.

If the credit card system is down, ScanNet will store the credit card transactions and send them out for approval once the system is back up. If for any reason an authorization is not received from the credit card processor an imprint of the credit card must be made and a signature must be obtained.

(2) Omni

The following procedures will be used for credit card processing on the Omni machines

- a. Cashier will enter user number. This is a four-digit number indicating the exit lane.
- b. Insert card through reader or type card number. If required to type card number, press enter afterward and type two-digit month and two-digit year of the expiration date on the card.
- c. Enter Amount. Type in sale amount and press enter. Amounts less than \$75.00 are processed immediately. Amounts over \$100.00 require authorization from credit card center.
- d. Two printed receipts are produced upon authorization. One copy is for the customer and one copy is for cashier records. Any credit card transactions or amount over \$75.00 requires a customer signature on the retained receipt.

Q. Cash in Lanes

At no time will Company allow a cashier to operate a lane with loose cash outside the cash drawer.

R. ACTs and EVs

All ACTs and EVs will be logged onto using the password 1234.

S. Towed Vehicle Exits

Whenever a customer vehicle is transported out of a parking facility under tow or on a flat-bed truck, the license tag number of that vehicle will be logged and checked against the inventory to verify charges. The Airport Police will be responsible to authorize the customer vehicle's removal, but can give the Company blanket authorization to release customer vehicles to known, reputable companies.

T. Oversized Vehicles

All vehicles over 7' 10" in height, or wider than a full sized car, will be guided to exit lane 1 or 2 at the Terminal Toll Plaza exit and extra wide vehicles at the Economy Toll Plaza exit should be guided to exit lane 21.

U. Insufficient Funds

- (1) Customers with insufficient funds and no approved forms of payment will be backed out of the exit lane and their vehicles will be parked in the parking area by the Terminal Toll Plaza office. Only ambassadors and supervisors are allowed to back a customer out of a lane. Great care should be given to ensure the safety of the vehicle and its passengers. Any customer that is backed up will be given a "backup" handout and helped to understand the information on the handout. The supervisor will note the vehicle tag number and drivers name and information. This information should be taken off a valid photo ID. Parking charges will stop at the time of such a dispute, but if the charges are not paid within 24 hours, all suspended-rate accumulations will be assessed.

Alternatives available to such customers are:

- a. Personal check.
  - b. Two ATMs and a wire transfer service at the currency exchange desk are available on the third level of the Terminal Building to get cash.
  - c. A friend or relative may be contacted by the customer to bring money to the customer.
  - d. As a last resort, the Company will accept a credit card number over the phone. This procedure must comply with payment card industry (“PCI”) data security standards.
  - e. Leave their car and return within 24 hours to pay the fee and pick up the car. The customer should be informed that after 24 hours, the vehicle will be impounded.
- (2) Supervisors will note in the supervisor's log all such customer vehicles that have backed out and have been left, including the customer's name, car, time and date, and charges due. An inventory search printout will also be obtained.
- (3) Tag number, previous location, and present location of all backed up customer vehicles will be documented and provided to the inventory personnel.
- (4) Customer shortages less than the daily short term maximum:
- a. If unable to write a check or use a credit card for the amount due, the customer will be referred to a supervisor.
  - b. Company's management and supervisory personnel have the authority to allow a customer to exit without paying the full fees due on the promise that the customer will forward the amount due.
  - c. In such transactions an insufficient funds form will be completed and signed by a manager or supervisor and attached to the appropriate cashier's report.
  - d. The customer will be given an addressed envelope and a copy of the payment reminder form which has the blanks filled in with the appropriate data. The number recorded on this form will also be denoted on the insufficient funds form.
  - e. A copy of the insufficient funds form will be forwarded to the Authority's Finance Department and noted in the insufficient funds spreadsheet drive as soon as possible.

- f. An ongoing list of unpaid, insufficient funds promissory notes will be kept. Any customer that has a previous unpaid promissory note will not be allowed another.
- (5) Shortages over the daily short term maximum will be referred to the GTM on duty or in his/her absence, the ADO. The same procedure as outlined above can be utilized with the authorization of one of these officials.

V. SCAN Review

Programming attendants will be done by the Authority. The Company will make requests to add or delete attendant to the Authority ITS help desk. The request must be documented by the appropriate signed forms.

## **SECTION 14 IMPOUNDS**

A. Criteria for Impounds

Customer vehicles will be impounded from Parking Facilities for the following reasons.

- (1) Illegal parking in handicapped spaces, drive lanes, fire lanes, etc.
- (2) Hazard, such as leaking fuel, etc.
- (3) Police business, such as recovered stolen vehicle, arrest, etc.
- (4) Abandoned -- parked in excess of 45 days, unless approved by Operations.

B. Initiating Impounds

Impounds can be initiated by the Airport Police or at the request of Ground Transportation. The Airport Police will initiate impounds for police business and law violations only. All other impounds must be requested by Ground Transportation.

C. Exit Lane Procedures

- (1) The tow truck will exit at no charge using its access cards.
- (2) The Company supervisor will do a lost ticket procedure and input the customer vehicle's entry time and fee into the PowerPad. The parking fee including the sales tax will appear on the PowerPad. That fee should be noted and the impound key selected on the PowerPad. The supervisor will supply the tow truck operator with the parking fees due on the customer vehicle being impounded which will be noted on the Impound Inventory form and in Section 4 of the cashier lane report.
- (3) Inventory  
The Company will maintain a nightly inventory of the vehicles stored in the impound lot.

D. Abandoned Vehicles

- (1) After a customer vehicle has been on the parking inventory in excess of 45 days, the Company will notify Ground Transportation, who may request it be impounded as abandoned. The Company will be notified of the request and provide whatever assistance necessary to confirm the inventory records as being correct.
- (2) The customer vehicle will be placed in the impound lot via normal procedures.
- (3) Processing the disposal of an abandoned vehicle will be the responsibility of the Authority under the applicable state statutes.

**SECTION 15  
RECEIPTS, ACCESS CODES, AND TICKETS**

A. Receipts

- (1) All receipts collected are the responsibility of the Company until deposited in the Authority's bank account. Funds will be collected by the armored car service daily and deposited into the Authority's designated account within not more than two business days.
- (2) All non-credit card daily receipts will be deposited into the Tidel safes by each cashier, at the time of the cashier's check out. The safes will automatically count the receipts, issue the cashier a printout of what monies they deposited and retain all deposit information in its memory. No employee of the Company will have access to these receipts.
- (3) An armored car service will remove the receipts from the Tidel safes. To gain access to the receipts, the armored car service will use a key only they have, together with the Company's designated employee inputting a four digit code number into the safes' keypad. Neither the armored car service nor the Company can enter the safes by themselves.
- (4) The armored car service will then take the receipts to its vault and counts them. Once counted, the armored car service will deliver the receipts to the SunTrust vault. The SunTrust vault is the depository of the Authority. The funds will be deposited into the Authority designated account.

B. Keys and Computer Access Codes

The Company will exercise extreme care to assure that access to keys and computer access codes issued by Authority is restricted only to personnel needing the keys or codes to perform their duties properly, and that such codes and keys are used only as prescribed, for the proper purposes. All Authority computer policies and procedures will be followed by the Company employees that have access to any device operating on the Authorities system. This includes but is not limited to computers, PowerPads, copy machines, phones

and door key pads. The Company will be responsible for retrieving all keys and access badges from employees at the termination of employment.

C. Parking Tickets

The Authority will provide parking tickets to the Company. The Company will be responsible for protecting parking tickets in its possession, new and used, from theft or other misuse.

D. New Ticket Procedures

New parking tickets will be handled in the following manner.

(1) Authority will:

- a. Order and receive all shipments of new tickets.
- b. Inspect new tickets to ensure that they meet specifications.
- c. Issue the tickets to the Company for storage in the secured space provided.

(2) Company will:

- a. Assign tickets in consecutively-numbered blocks to ticket dispensers, the size of each block per dispenser to be dictated by historical usage patterns.
- b. Place boxes in order by dispenser numbers in the storage area.
- c. Inspect tickets for proper number sequence and breaks in sequence.
- d. Maintain an adequate stock of tickets to replenish dispensers when necessary.
- e. Replenish supplies in dispensers to assure continuous operation.
- f. Control continuity of ticket usage.
- g. Advise the Authority when supplies reach the level that necessitates ordering more tickets. A spreadsheet should be kept with ticket usage history.

E. Test Tickets

- (1) As required, Company personnel may remove a test ticket from a ticket dispenser to verify that the dispenser is functioning properly.
- (2) Each test ticket will be initialed by the individual who has extracted the ticket, and the reason for the action will be written on the ticket.
- (3) Test tickets from parking facility entrances are taken directly to the Terminal Toll Plaza office and documented.

- (4) The Company will keep all test tickets secure from theft or misuse and will include the test tickets with each submittal of reports for the day's operations.

## **SECTION 16 DAILY REPORTS**

### **A. Cashier Shift Report**

This handwritten report is produced for each cashier shift and includes the following sections:

- (1) Section 1 - accounts for the actual funds turned in by the cashier.
- (2) Section 2 - is the revenue as reported by the revenue control system, with an area to make adjustments for errors and unusual transactions.
- (3) Section 3 - reconciles the non-resettable gate counter, non resettable loop counter, the SCAN transaction counts and the number of tickets turned in.
- (4) Section 4 - provides the details of any unusual transactions. This section is completed by the supervisor.
- (5) Section 5 - provides the details of unusual gate and loop numbers.

### **B. The following reports are completed and submitted by Company's clerical staff.**

- (1) Tidel safe printout of cashier deposits.
- (2) Credit card settlement.
- (3) **Over/Short Report**  
This spreadsheet shows the overage and shortage by cashier. The sum of all shortages will be reimbursed by the Company. Overages, if unable to be returned to the customer, will be deposited as Authority revenue.
- (4) **Daily Reconciliation Spreadsheet**  
This report individually lists all cashier shifts for that day including adjustments. The report totals and compares the actual deposit to the revenue to determine the daily overage or shortage.
- (5) **Cash Report Data Manager Spreadsheet**  
This report uses the sum of all cashier reports as the starting point. It then has an adjustment column and then an adjusted total column. Overage and shortage is computed at the end of this report as well.
- (6) **Daily Adjustments Detail Spreadsheet**  
This report lists each individual adjustment by lane and cashier. Included is the service truck revenue or any other revenue source.

- (7) **Daily Credit Card Reconciliation**  
This is a spreadsheet created by clerical staff. This lists each cashier shift and reconciles the credit card deposits for each shift with the credit card revenue. The reasons for any variance are explained and adjustments are made based on these variances.
- (8) **Credit Card Deposit Totals**  
This report shows the settlement detail by card type by day. The data for this spreadsheet comes from the credit card processor's reports.
- (9) **Lost Ticket Recap**  
This Authority written program tracks all lost ticket transactions.
- (10) **Monthly Garage Activity Report**  
This report shows a recap of the daily business including starting and ending 3:00 a.m. counts by facility, inventory exits, exits by facility, revenue, starting ticket numbers and a reconciliation of tickets issued versus returned.
- (11) **3:00 a.m. Count Report**  
This form shows the counts by aisle for the 3:00 a.m. count.
- (12) **Transactions Summary Report from ScanNet**  
The report lists all transactions with the information on each transaction, such as, amount of the transaction, cashier, lane, etc.
- (13) **Insufficient Fund Report**  
List all insufficient forms used and reconcile the insufficient fund report when the funds are paid.
- (14) **Cashier Shortages Report**  
Lists all cashier shortages and dates they were paid.

**C. Report Submittal**

All reports for a day will be submitted as a set in a timely manner, as soon as possible after the day is ended. Reports should be submitted no more than five days after the date of the report. In the event that reports will not be completed within this time frame, a written explanation must be made to Operations.

**D. Report Errors**

Reports will be randomly reviewed by the resident manager. Appropriate measures will be instituted by the Company to correct recurring errors either of a specific type or by the same individuals.

E. **Company Audit Procedures**

The Company is responsible for completing all the aforementioned forms accurately. The audit process will consist of checking all reports for accuracy and drawing one line through the error, and initialing the correction. The auditing process will be accomplished in a different color ink from that used on the original report form.

F. **Ticket Audits**

The Company's clerical staff will audit the following daily:

- (1) 100% audit of all manually entered tickets which includes valet.
- (2) 100% of all Section 4 and 5 transactions of the cashiers shift report.
- (3) 100% of all validated tickets, lost and replacement tickets.
- (4) 100% of all credit card transactions.
- (5) 100% of all valet transactions.
- (6) 100% of all SunPass remote transactions.
- (7) Five random tickets from each cashier and ACT/EV shift. This confirms accurate programming and identifies any cashier errors.

G. **Mail**

The Company will dispatch an individual to deliver Authority interoffice mail to Operations as needed but no less than once a day. The individual will pick up any Authority interoffice mail addressed to the Company and deliver the mail directly to the Terminal Toll Plaza office.

## **SECTION 17 VEHICLE TAG INVENTORY**

The Company will physically inventory all vehicles in the Public Parking Facilities each night after midnight, using the PIPS Technology, Mobile LPI (MLPI) system provided by the Authority. The inventory attendant will edit all vehicle information to ensure it is accurate. The Authority will train designated Company employees to use the MLPI system and computers. Only the trained employees will operate the computers for data processing of the inventory information. The Authority will provide specific inventory procedures only to the Company's trained employees.

A. The Company will send out inventory reports daily per current Authority procedures.

B. When not in use, the Inventory Trucks will be parked in the designated spaces.

## **SECTION 18 OPERATING RECORDS AND REPORTS**

The Company is responsible for submitting records as required by the Authority. Formats for data to be submitted or the actual forms themselves will be supplied by Operations.

**A. Parking Facility Inspection**

Personnel from each of the three shifts will check the parking facilities for safety hazards, equipment malfunctions, and discrepancies. The parking facilities will be observed daily with any discrepancies noted and corrective measures initiated.

Thorough inspections of specific sections of parking facilities, as detailed on Parking Facilities Inspection Forms provided by Operations will be completed daily and weekly. The Company will send copies of these forms to Operations daily.

All notations will be made on the inspection forms. Discrepancies and the corrective measures taken will be noted on the form. The report will be reviewed and initialed by Company's management and Operations. The Company and Operations will be responsible for initiating follow-up action on long-standing items.

After any severe weather, the Company is responsible for inspecting the parking facilities for damage to Authority property and private property. Major damage and safety hazards must be reported immediately to the Airport Police and Ground Transportation. Such circumstances will be documented and forwarded to Operations.

**B. Incidents Reportable to Airport Police and Authority**

Any incident involving injury to employees or the public or damage to Authority property or private property when an employee of the Company is involved must be reported to the Airport Police immediately and documented in a report to Operations.

**C. Weekly Incidence Reports**

The Company will maintain a continuous supervisor's log in which all pertinent activities will be noted, including but not limited to the items listed below. The report will be forwarded to Operations each Thursday morning or as requested.

- (1) Equipment problems.
- (2) Customer complaints.
- (3) Observed operational abnormalities.
- (4) Incidents or accidents.
- (5) Facility closures.
- (6) Other pertinent information, as necessary.

**SECTION 19**  
**EQUIPMENT MALFUNCTIONS AND MAINTENANCE**

**A. Work Requests**

- (1) Supervisors will initiate work requests on equipment malfunctions. Reported malfunctions must be checked by the supervisor to confirm that there is an equipment malfunction and to prepare a brief description for the work request.
- (2) Supervisors or managers will enter their name, the date and the time of the occurrence on the Work Order Request website for Federal APD equipment problems covered by the Federal APD service contract with the Authority.
- (3) Supervisors will call work orders into the Authority work center for Authority covered equipment problems and into the Authority IT Help Desk for all IT-covered equipment problems. A spreadsheet of these calls will be kept and sent to Operations every Monday.
- (4) The resident manager will review all work requests and check outstanding work requests for completion of necessary repairs.

**B. After-Hours Equipment Problems**

- (1) Should the Company's representative decide that a call-out is necessary for a problem that could cause further damage if not treated or put the revenue control system in jeopardy, the representative would call the GTM on duty or, in his/her absence, the ADO, for permission to call the Authority's communication center ("ComCenter") and request an after-hours call out to the designated repair person(s).
- (2) There may be instances where the ADO or the GTM has given call-out permission in advance to the Company to handle catastrophic outages, such as power failures, weather or communication problems.
- (3) The Authority will provide the Company with an up-to-date list of call out responsibilities. If the Authority IT department is the responsible party, the Company will notify the ComCenter. The ComCenter will call the appropriate Authority IT representative designated on call.

**C. Repairs by Employees**

No Company employee will make adjustments or attempt repairs to any equipment supplied by the Authority except for replacement of gate arms, correcting ticket dispenser jams, or as directed by Operations.

**D. Power Outages**

Should a power outage lasting more than five minutes affect a segment of the revenue control equipment, the following procedures will be initiated:

- (1) Toll Plaza Outage

- a. Remove gate arms.
- b. Open cash drawers.
- c. Close all automatic out lanes.
- d. Manually compute all fees.
- e. Prepare separate cashier reports for manual transactions.

Notify the Authority Maintenance Department (“Maintenance”) immediately. If unable to contact Maintenance, notify the ComCenter and ask them to notify the GTM, Maintenance and Operations.

If the outage is of long duration, it may be necessary, for the sake of security, to remove excess cash from the operating lanes, noting in each lane how much was removed and depositing it in the safe. The resident manager should make this decision.

During such periods, a supervisor must remain in the area of the lanes to keep a close watch over the operation and to handle problems. The number of lanes operated manually should be kept to the absolute minimum that traffic conditions will allow.

(2) Ticket Dispenser Outage

The Company will assign one or more employees to each affected ticket dispenser plaza to manually issue tickets using the following procedure:

- a. Before issuing tickets by hand, note the time, date, "Power Out", and employee's initials on the first ticket in the stack, and return this ticket to the office as soon as possible.
- b. Remove the gate arm.
- c. Write the time legibly on each ticket issued manually.

All power outages requiring manual procedures will be described in the supervisor's log. Also, a brief narrative of the time frame, procedures followed, and number of tickets processed or issued will be forwarded to Operations as soon as possible. This narrative should contain any additional information or recommendations that would be helpful in analyzing the problem or improving the procedures.

The Terminal Toll Plaza and the Economy Toll Plaza are equipped with backup power generator that will turn on when outside power fails. The backup power supply will only power basic revenue control equipment.

E. Equipment Stocking

- (1) Company employees will assure that the ribbons for imprinting on receipt paper in the fee computers and credit card terminals print legibly at all times and will replace bad ribbons with fresh ribbons as needed.
- (2) Company employees will replenish the supply of new parking tickets in the ticket dispensers as needed to assure a continuous supply of tickets. Tickets will be replenished in the proper fashion to assure that tickets will be dispensed in the proper numerical sequence.
- (3) Company employees will replenish the register tape in the fee computers to assure that tape is always available for the printing of receipts.
- (4) Company employees will replenish the level indicator cards on all parking levels ensuring the correct cards are located on each level.

**SECTION 20  
EMPLOYEE PARKING PERMIT OFFICE**

The Company will provide a change fund for the employee parking permit office. Normally, \$100.00 is sufficient. A wall safe is provided in the office; however, no Authority funds will be left in the safe overnight. All Authority funds will be delivered to the Authority daily.

A. Directives and Procedures

Operations will establish all procedures to be used, records requirements, employee parking eligibility requirements, lot assignments and employee parking policies.

B. Employee Eligibility

Only actively employed employees of Airport tenants and Authority approved tenant subcontractors will be authorized to purchase employee parking permits.

Employees of an airport tenant, usually an airline, that have permanent residence in the airport service area but are based elsewhere and commute to work are eligible for non-based employee parking privileges in Employee Lot 1. This privilege will be extended on a space available basis and only with authorization of the local station manager or parking authorization individual of the tenant. The fees for based and non-based employees are established separately and are listed in Section 6(A)(7).

C. Employee Lot Assignments

Most employees will be assigned to Employee Lot 1. However, employees may be assigned to other lots by specific authorization from the official representative of an employer with authorization given by Operations, and will be sold permits to those lots only.

(1) Lots 2-6 permits

These permits are to be sold only to employees having written authorization from the specific representatives noted above.

- (2) Lot 7 permits  
These permits are issued by the permit office only when specifically authorized by Operations.
- (3) Lot 14 permits  
These permits will be sold only to the cargo building tenants listed for cargo employees only.

All permits are valid for parking in Employee Lot 1. All other lots must be occupied only by vehicles displaying the permit for that specific lot.

The Company is responsible for all parking badges, hang tags, hang tag stickers and employee parking lot revenue.

#### D. Parking Access Cards and Permits

- (1) Employee Lot 1 operates on a positive access control system. Access to the lot for authorized employees is gained by using either an Authority issued security identification badge or an Authority issued access card to open the gates via a card reader system. Access cards will be sold in monthly increments, expiring on the last day of the month. No identifying stickers or permits are required for vehicles parked in Employee Lot 1.
- (2) Permits for all other lots will consist of rearview mirror hangtag permits with the appropriate lot number on the permit. Validation stickers for the expiration month must be affixed to the hangtag in the designated spot.
- (3) Lost or damaged access cards or permits will not be replaced. New access cards or permits will be issued for the appropriate parking fees and a re-issuance fee established by the Authority. New security ID numbers will be entered into the system at no charge.
- (4) Access card or permit fees will not be adjusted for portions of a month. The full fee must be paid. Current month fees will be required until the last five days of the month. At that point, access cards or permits through the next month can be sold for the one month price.

#### E. Records

Computerized records will be kept on each employee that has parking authorization including: name, company, security identification badge number (if issued) or access card number, lot assignments, with permit or validation number for lots 2-14, and expiration of parking validation. The Authority is responsible for providing this system, including user manual.

F. Records Update

Computer records will be updated on a continuous basis. Bulk sales to companies will include a listing of all employee parking records which will be forwarded to the company at least two weeks prior to expiration for the company to update at the time of the sale. The revised list will be submitted by the company with the parking access request for system updating. Semi-annually, all companies that do not purchase parking for their employees will be provided with printouts of employee parking records which they will be required to update and return. Once an employee has been deleted, a new authorization will be required.

G. Revenue Records

A daily computer-generated report depicting the number and type of transactions as well as the amount of revenue received will be forwarded to the Authority Finance Department on a daily basis. All pertinent back up necessary to substantiate the day's activity will be attached to the report including each day's receipts. Authority personnel will audit the reports and reconcile the receipts for deposit.

H. Parking Access and Permit Sale Procedure

(1) New Employees

- a. A completed parking authorization application, including the proper authorizing signature, must be received from the employee.
- b. The data from the application will be entered into the computer including any additional information necessary, i.e., access card number, expiration date, etc.
- c. The computer generated receipt will be given to the employee.
- d. For Employee Lot 1 transactions, entry into the computer data base activates the employee's access card or identification card into the system.
- e. For other lots the appropriate hangtag permit and/or validation sticker numbers will be entered into the computer and the items given to the employee.
- f. The computer will generate a receipt for the employee to sign acknowledging issuance of an access card or hangtag.

(2) Renewal

- a. Renewal of Employee Lot 1 parking authorization can be purchased by the employee depositing a check in the provided envelope with the required information in the night deposit slot at the permit office.
- b. Renewals for Employee Lot 1 and all other lots can also be obtained in person at the permit office during normal hours of operation.

- (3) **Payment**  
Payment must be received before parking access is granted or permits issued. Checks will be accepted with normal check acceptance procedures.
  
- I. **Terminated Employees**  
It is the responsibility of the employer to retrieve any access card or permit from an employee upon that employee's termination and return it to the permit office. The return of such items will be documented by providing the returner with a computer generated receipt.
  
- J. **Hours of Operation**  
The permit office will be open Monday through Friday, 8:00 a.m. until 4:00 p.m. The office will be closed 11:00 a.m. to 11:30 a.m. for lunch. When the permit office is not open, the employee lot entrance and exits will be monitored 24 hours per day, seven days per week, by Company supervisors at the Terminal Toll Plaza.
  
- K. **Inventory**  
Each month a member of the Company's management team will inventory all hangtags, validation stickers and access cards and attest that each inventory number matches the number in the "Sell Parking" Program.

## **SECTION 21 VALET**

The Company will provide properly licensed and trained personnel to perform valet parking services. The Company will be solely responsible for all claims, liabilities, expenses, losses, costs, fines, damages, and causes of action of every kind and character, including reasonable attorney's fees, for bodily injury, death, property damage or any other type of damage or injury resulting from or arising out of the Company's performance of valet parking services.

- A. **Operation**
  - (1) **Drop Off Locations**
    - a. **Curbside Check-in**  
Customers may drop off their vehicle at curbside check-in at the blue ticketing curbside podium at the first doorway adjacent to the Earhart elevator core.
      - i. The greeter will fill out the appropriate information on the valet ticket, receive the vehicle keys and provide the customer with claim check and instructions to the pick up point. A splitter ticket will be pulled and kept with the vehicle.
  
      - ii. The vehicle will be thoroughly inspected for security purposes as well as existing damage, with the latter noted and agreed to by customer.

- iii This location will be open only during major outbound flight departure periods, currently 5:00 a.m. to 6:00 p.m.
- iv. The vehicle will be moved to Level 5 of the Short Term Garage and parked in the designated valet area as soon as reasonably possible.

b. Short Term Garage – Level 5

Valet parking will be accepted at the Level 5 location 24 hours per day, seven days per week, and in the same manner as described above for curbside drop off.

(2) Storage of Vehicle

All valet vehicles will be moved to the Level 5 valet parking area in the Short Term Garage. Keys, valet ticket, and short term parking ticket received on entry will be turned in to the greeter in the booth on Level 5.

- a. Keys and valet ticket will be kept together secured in the booth. The booth will be locked when unattended. If the vehicle was accepted at valet curbside, the curbside spitter ticket will also be turned in.
- b. Short term tickets will be run through the valet ticket validator, converting the Short Term Garage parking fee to the current valet fee.

(3) Vehicle Retrieval

- a. All vehicles will be retrieved at the booth on Level 5.
- b. If return information is available, the customer's car will be relocated to the vicinity of the booth in advance of the customer's arrival.
- c. The customer will present the claim check to the greeter who will give the customer the keys and the ticket, and escort or direct the customer to the vehicle.
- d. The claim check will be filed as proof of retrieval.
- e. If the vehicle has been parked for more than ten days, the Level 5 valet attendant will give the customer special exiting instructions. They will then call the parking office to alert them of the 10 day valet vehicle.
- f. Customers will exit through the both toll plazas using the re-programmed ticket.

B. Revenue Control

Normal revenue control procedures with the additions noted previously will apply. Every valet entry needs to be matched to a valet exit with the customer paying the appropriate fee.

- C. Oversized Vehicles  
Vehicles higher than 6' 8", or vehicles specifically equipped for disabled, cannot be accommodated by valet.

## **SECTION 22 SECURITY VEHICLE INSPECTIONS**

To meet federal security requirements during certain security alert levels, all vehicles may be required to be inspected prior to entering the Short Term Garage. Specifics of the actual inspection and what is being looked for are confidential. Company's employees may be required to perform the inspection function and to be specifically trained to perform this function and must meet all licensing requirements of Chapter 493, Florida Statutes.

The inspection will be carried out to:

- A. Comply with federal security requirements and the Authority's security plan.
- B. Provide the public with the added protection and safe feeling the inspection affords.

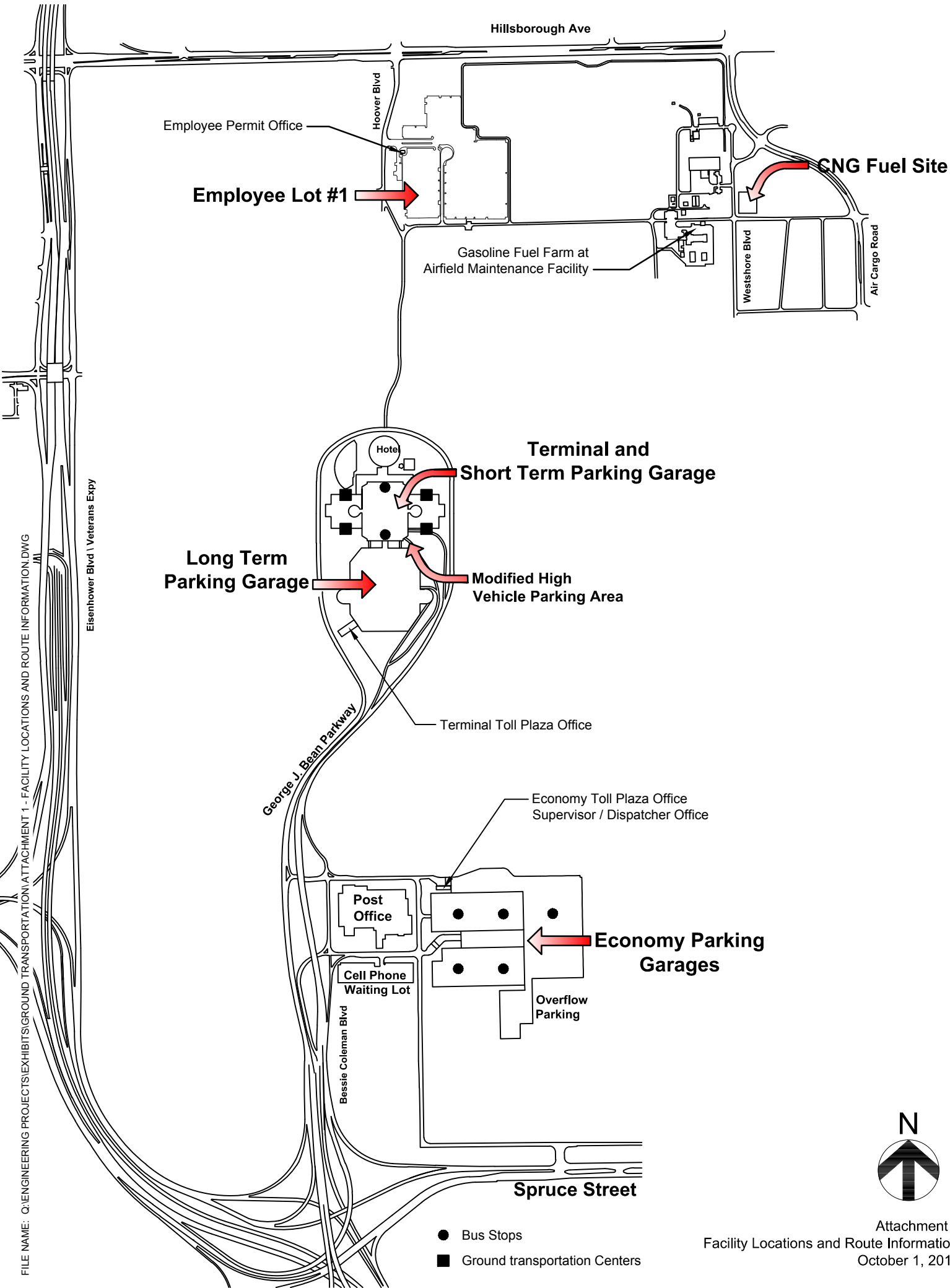
The inspection is voluntary. A customer can refuse inspection and park elsewhere.

Inspectors are expected to be public relations oriented, friendly and helpful but efficient in performing inspections and keeping traffic moving smoothly.

## **SECTION 23 HURRICANE PLAN**

Each year by May 31, the Company will submit a Hurricane Plan to Operations for approval. The plan will include a specific operational plan in the event of a hurricane. The Company will receive guidance for this plan from Operations to insure that the Company conforms to the Airport's overall Hurricane Plan.

FILE NAME: Q:\ENGINEERING PROJECTS\EXHIBITS\GROUND TRANSPORTATION\ATTACHMENT 1 - FACILITY LOCATIONS AND ROUTE INFORMATION.DWG



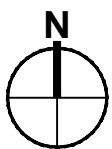
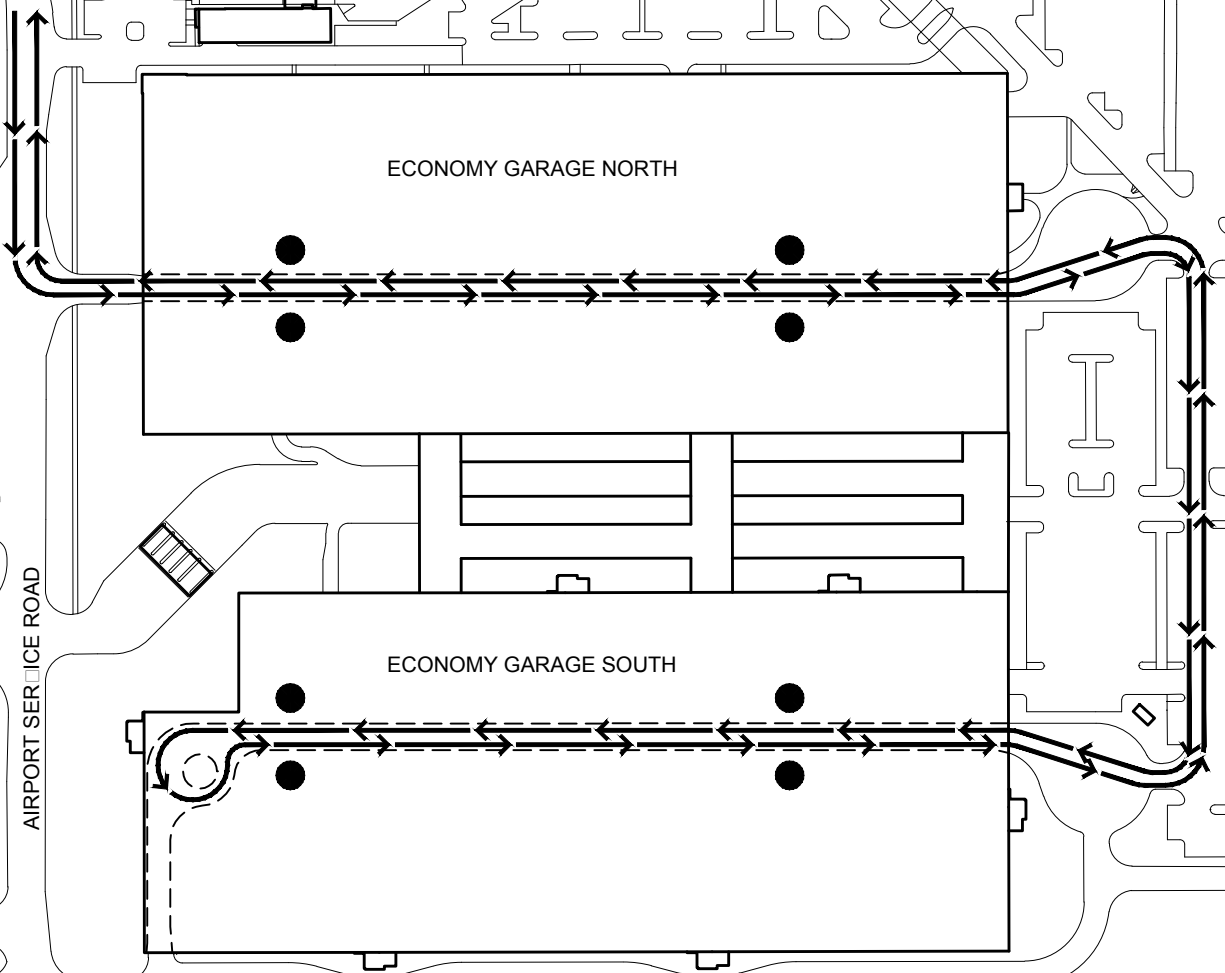
- Bus Stops
- Ground transportation Centers



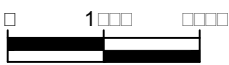
AIRPORT SERVICE ROAD

ECONOMY GARAGE NORTH

ECONOMY GARAGE SOUTH



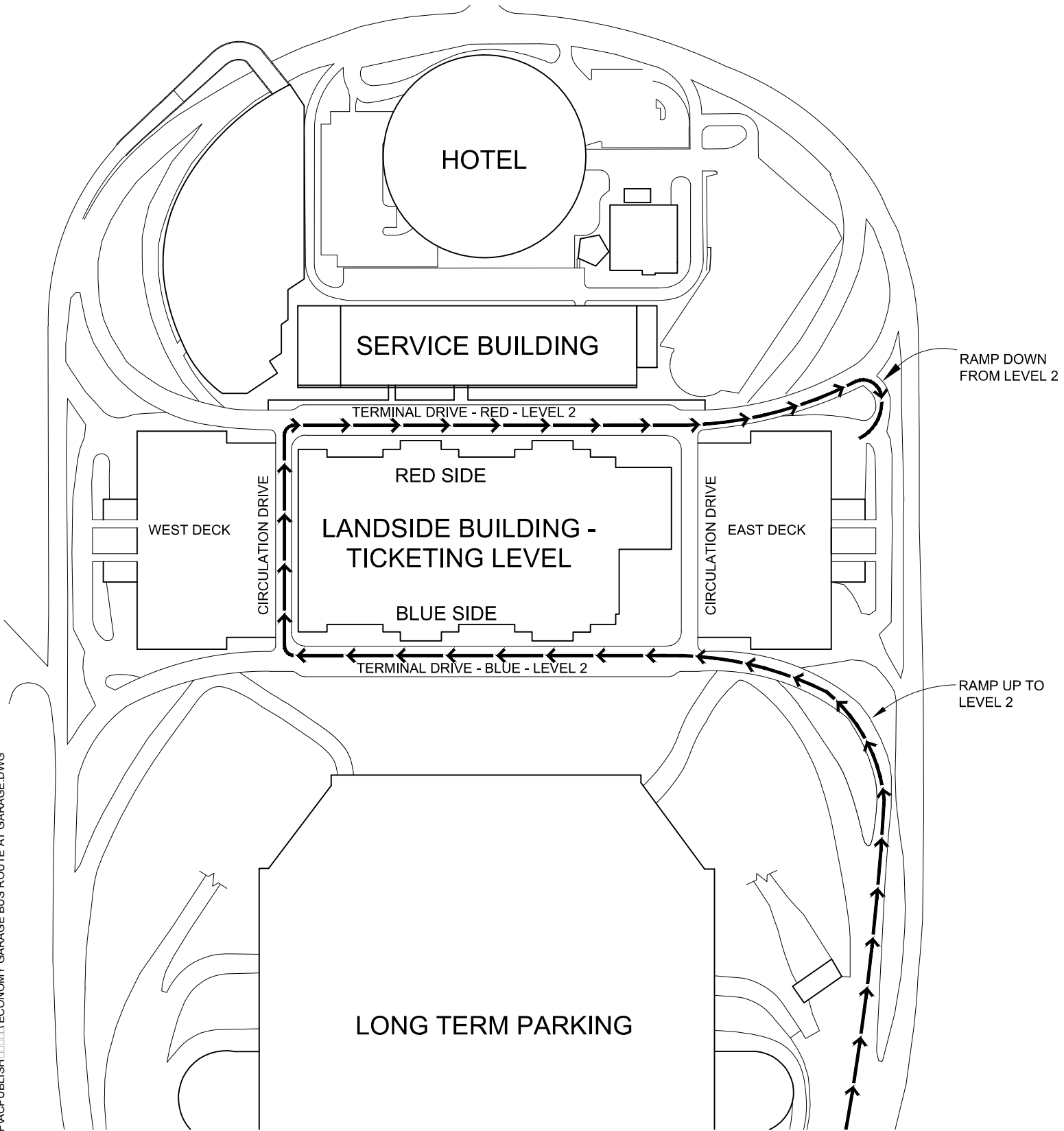
● BUS STOP



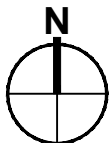
**ATTACHMENT 1A**  
**ECONOMY GARAGE BUS ROUTE**  
**AT ECONOMY GARAGE**



10/1/11



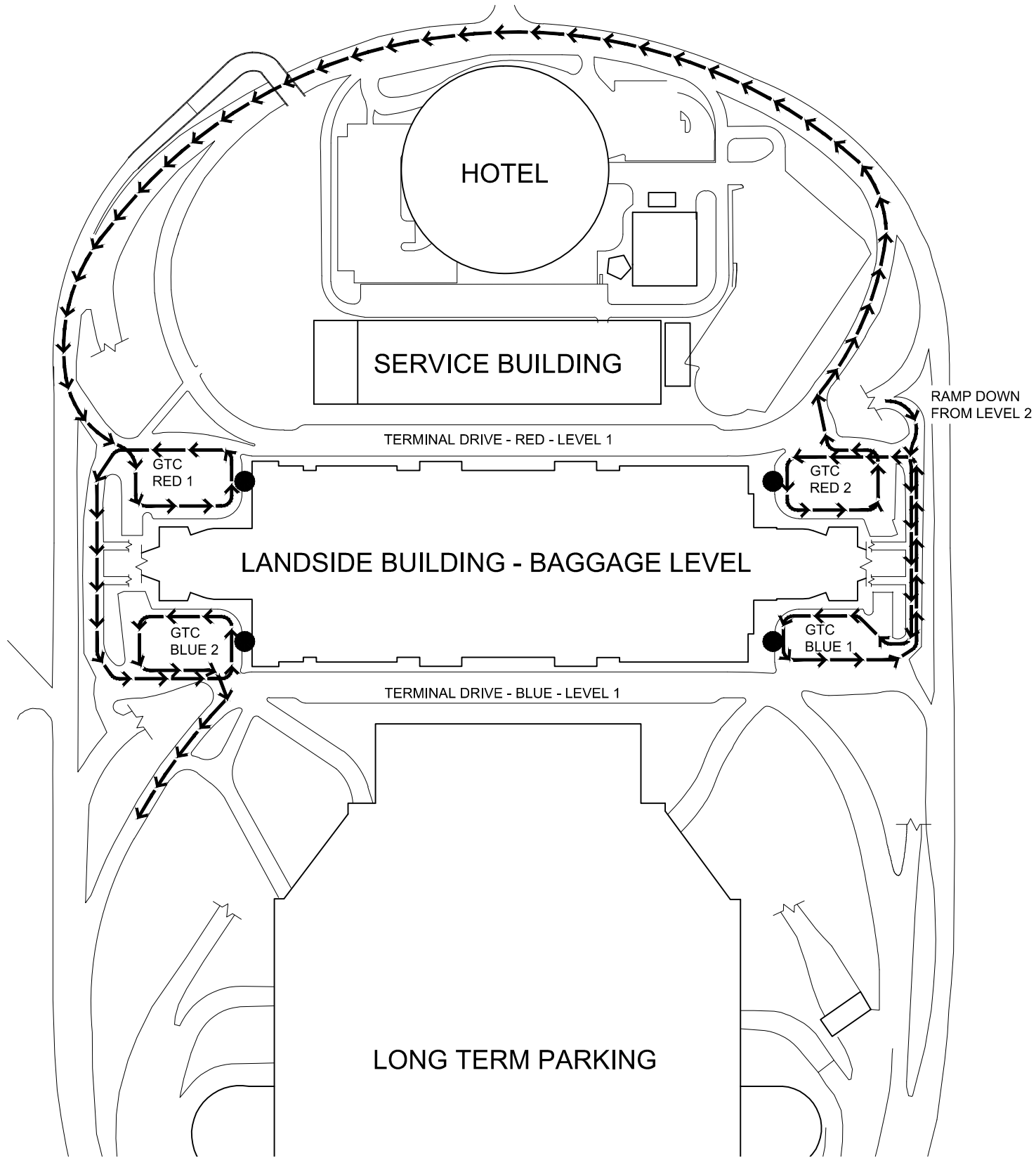
**ATTACHMENT 1B**  
**ECONOMY GARAGE BUS ROUTE**  
**AT MAIN TERMINAL LEVEL 2**



BUS STOPS AS REQUIRED FOR AIRLINES



10/1/11



**ATTACHMENT 1C**  
**ECONOMY GARAGE BUS ROUTE**  
**AT MAIN TERMINAL LEVEL 1**



10/1/11

**ATTACHMENT 2  
VEHICLE DETAILING SERVICES**

A. Detailed description of service and fee structure.

<b>Menu of Services</b>	<b>Car</b>	<b>SUV</b>	<b>Van/ LG SUV</b>
AutoSPA Exterior Outside Hand Wash, Clean Exterior Windows & Rims, Tire and Fender Dressing	\$22	\$25	\$28
AutoSPA Interior & Exterior Outside Hand Wash plus Full Vacuum, Clean Windows, Door Jams, Dashboard & Console	\$28	\$32	\$36
AutoSPA Deluxe AutoSPA Interior & Exterior plus Maintenance Wax	\$40	\$44	\$48
Ultimate Exterior AutoSPA Interior & Exterior plus Hand-buffed Carnauba Cream Wax	\$79	\$87	\$95
Ultimate Interior & Exterior AutoSPA Deluxe plus Full Shampoo, Leather & Vinyl Treatment	\$95	\$99	\$103
Full Body Clay & Wax Full Body Exterior Clay Bar Treatment plus Hand-buffed Carnauba Cream Wax, plus Full Vacuum, Clean Windows, Door Jams, Dashboard & Console	\$111	\$119	\$127
AutoSPA Supreme Ultimate Interior & Exterior plus Hand-buffed Carnauba Cream Wax	\$124	\$132	\$140
Manager Supreme Ultimate Interior & Exterior plus Full Body Clay with Hand-buffed Carnauba Cream Wax	\$150	\$160	\$170
Headlight Restoration Restore dull, yellowed, or cloudy headlights to improve vision & appearance. Service includes LIFETIME WARRANTY.	\$55 a pair		

B. Service provider  
The services are provided by a third party contractor, Premier AutoSPA.

C. Service operation  
(1) Hours of Operation  
On demand.

- (2) Location of Operation  
The detailing services are performed on Level 5 of the Short Term Garage in a designated space in the valet parking area.
- (3) Collection of Fees
  - a. Fees are collected at the valet location.
  - b. Payment is by credit card only.
  - c. A discount will be offered to Airport employee customers.
- (4) Customers  
The services are offered to valet customers only.

D. Employee Information

This service is provided by a third party company and the employee information listed below is not applicable.

- (1) Number of Staff per Shift – NA
- (2) Staff titles - NA
- (3) Job descriptions - NA
- (4) Pay ranges and rates - NA

E. Commissions Paid

The third party contractor pays the following commissions on the detailing services gross revenue.

- (1) Authority  
The commission to the Authority is deducted from the following month's requisition.
  - a. 20% of the first \$450,000
  - b. 25% over \$450,000
- (2) Company
  - a. 5% of the first \$450,000
  - b. 10% over \$450,000

**ATTACHMENT 3**  
**SHUTTLE BUS SPECIFICATIONS**

- A. Starcraft Bus – Allstar 24'  
2012 FORD E450 Cab and Chassis 91G, w/ 158" Wheel Base with a 6.8L V-10, Gas Engine w/ 225 Amp OEM Alternator. The vehicle will be converted to be powered by compressed natural gas (CNG).
- B. Overall Exterior Dimensions
- (1) Length: 292"
  - (2) Width: 96"
  - (3) Height: 115"
- C. Engine and Drive Train
- (1) E-450 6.8L V-10 Gas Engine w/225 Amp OEM Alternator.
  - (2) "Gaseous Fuels Prep Package"- Ford Order Code 91G.
  - (3) Standard four speed automatic overdrive transmission.
  - (4) Auto high idle when vehicle is stopped and in park.
  - (5) Power steering/brakes.
- D. Exterior
- (1) Standard color- white.
  - (2) Graphics- four (4) sides (TBD).
  - (3) Stainless steel wheel inserts, set of four (4) -two front, two back.
  - (4) Valve stem extender- inner dual rear wheels (pair).
  - (5) Adjustable rear view mirrors that include magnification, mounted on the left and right front door or fender.
  - (6) Incandescent rear center mount brake light.
  - (7) Front and rear mud flaps.
  - (8) Front and passenger side LED driver controlled designation signs.

E. Interior Finishes

- (1) Sidewall: White fiberglass reinforced plastic panels (FRP)
- (2) Rear wall: White FRP
- (3) Ceiling: White FRP
- (4) Driver Area: Grey Vinyl
- (5) Smooth rubber flooring with ribbed aisle - Color Grey with white standee line and step nosing

F. Interior Accessories

- (1) Door activated interior lights AM/FM/CD with four (4) speakers.
- (2) Public address system for informational broadcasts Mounting for informational signs in the vehicle.
- (3) Sixty (60) inch luggage rack with two shelves.
- (4) Ceiling grab rails each side.
- (5) Grab rails on each side of entrance steps.
- (6) Priority seating signs for ADA compliance.

G. Heating / Air Conditioning System

- (1) Dual compressor system- 68,000 BTU, TA73 EVAP- SMC3L COND -10 C.I.D. COMP.
- (2) Ceiling mounted evaporator.
- (3) Rear heater- 35,000 BTU, three (3) Speed Fan, Low Profile.

H. Doors / Hatch / Windows

- (1) Passenger door electrically operated.
- (2) Passenger door clearance thirty-four (34) inches wide.
- (3) All Side Windows are Solid Windows- No T Slider".

I. Seating - Driver

- (1) High-back recliner.
- (2) Driver seat cover - Level 1 Newport Vinyl, Oxen Vinyl.

- (3) Right-hand arm rest that flips up.
  - (4) Four-way lumbar support adjustment.
  - (5) Mesh pocket- FMVSS202A.
- J. Seating - Passenger
- (1) Perimeter style, low back.
  - (2) Rigid - Levell Newport Vinyl, Oxen Vinyl.
  - (3) Upholstered padded inserts.
  - (4) Flip seats in wheel chair locations - match style of perimeter seating.
  - (5) Seat belts - non retractable (standard).
- K. Paratransit Options
- (1) Rear lift, double wheelchair doors with windows and leaf spring.
  - (2) Interior overhead light.
  - (3) Exterior lighting.
  - (4) Braun Century Model #NCL917-2 wheelchair lift (33" x 51" platform).
  - (5) Intermotive "Fast idle" with FMVSS 403 interlock- Ford.
  - (6) Q'Straint wheelchair securement kit# Q-8201-L standard retractable tie-down with "L" track hardware.
  - (7) Q'Straint combination lap and shoulder belt kit #QS-6326-A1 Wheelchair decal (International Symbol of Accessibility).
- L. Safety Options
- (1) One (1) Five lb. fire extinguisher.
  - (2) Approved first aid kit.
  - (3) Roadside emergency triangle kit.
  - (4) Back-up alarm SAE Type C- 97 decibels (AC) Interior convex mirror 6" x 9".

- M. FTA Bus Testing  
Completed 7 year/200,000 mile test as a complete system per this specification, as installed by the upfitter of record per the FTA (Federal Transit Administration) bus testing site in Altoona, PA.
- N. Fuel Capacity  
Minimum 29 GGE (Gas Gallon Equivalent).
- O. Operating System  
2012 BAF Cal Comp System.
- P. Certification
- (1) Certified to current Federal EPA & CARB emissions requirements.
  - (2) Stainless Steel Tubing 3/8" and 1/2" diameter.
  - (3) All 3/8" tubing shall be minimum specification .049 wall thicknesses rated for working pressure of 4800 psi, free of scratches, suitable for bending and flaring.
  - (4) All 1/2" tubing shall be minimum specification .049" wall thicknesses rated for working pressure of 3700 psi, free of scratches, suitable for bending and flaring.
  - (5) All stainless steel tubing shall be installed per NFPA 52 guidelines with proper clearances from obstructions and secured with split block mounts, 24" spacing.

- Q. High Pressure Hoses  
All high pressure hoses shall be conductive core hoses, have a polyurethane cover and electrically conductive core tube with fiber reinforced insulation along with a 302 SS spring guard to alleviate crimping of the hose and stainless steel end connections for maximum durability.

All fuel hoses in engine compartment shall be wrap heat shielded by aluminum foil-faced fiberglass fabric with a high-temperature acrylic pressure-sensitive adhesive backing for proper installation. Protection from high heat exposure and retains residual strength after exposure to flame 111.

Working pressure 5,000 psi and burst 20,000 psi.  
0.035 inch thickness (nominal).  
0.195 lb/sft weight (typical).  
250 lb/in tensile strength/per FED standard.  
Aluminum/Fiberglass Temperature Range -65QF to 1000QF.

- R. Fittings
- (1) Pipe, tubing, fittings, gaskets, and packing material shall be compatible with the CNG fuel under the maximum service conditions.

- (2) All fittings and tubing shall be ANSI approved for CNG application and shall be capable of withstanding a hydrostatic test of at least four times the rated service pressure without structural failure (NFPA 52).
- (3) All fittings shall be stainless steel Swagelok specification American made product.
- (4) All fasteners shall be grade 8 standard made in America.
- (5) Fueling Receptacle to be Sherex 1000 model.

S. Pressure Regulators

- (1) A pressure regulator inlet and each chamber shall be designed for its service pressure with a pressure safety factor of at least four times service pressure without structural failure.
- (2) Low-pressure chambers shall provide for overpressure relief or shall be able to withstand the service pressure of the upstream pressure chamber.
- (3) All vehicles shall be equipped with two pressure gauges for driver safety. One mounted externally at the fuel fill receptacle so the driver can distinguish the fuel pressures at every inspection. A second pressure gauge shall be mounted at the undercarriage by the manual fuel shut-off valve.

T. Cylinder Specifications

- (1) All CNG vehicle fuel cylinders shall meet the federal government's FMVSS 304 (49 CFR 571.304), Compressed Natural Gas Fuel Container Integrity. All CNG vehicle fuel cylinders shall meet ANSI/CSA NGV2, Basic Requirements for Compressed Natural Gas Vehicle Fuel Containers.
- (2) Cylinders shall be fabricated of aluminum materials with full carbon fiber hoop wrap (Type 3).
- (3) All cylinders shall be designed for CNG service and shall be permanently marked "CNG" by the manufacturer.
- (4) Marked service life of CNG cylinder shall be 20 years from manufacture date.
- (5) Cylinders shall be manufactured, inspected, marked, tested, retested, equipped, and used in accordance with the following: U.S. Department of Transportation (DOT) or Transport Canada (TC) regulations, exemptions, or special permits; ANSifiAS NGV2, Basic Requirements for Compressed Natural Gas Vehicle (NGV) Fuel Containers, specifically for CNG service; and CSA B51, Boiler, Pressure Vessel and Pressure Piping Code.

- (6) All cylinders shall be equipped with electric shut-off valves wired to vehicle module allowing full integration with manufacturers' original equipment safety features pertaining to rollover and inertia protection.
- (7) All cylinders shall be equipped with a pressure relief device (PRD) to automatically relieve pressure from cylinders to prevent damage once excessive temperature has been realized (NFPA 52).

U. Cylinder Protection

- (1) Each fuel supply cylinder rack shall be secured to the vehicle body, bed, or frame to prevent damage from road hazards, slippage, loosening, or rotation using a method capable of withstanding a static force in the six principal directions container(s) [Front, Back, Left, Right, Top and Bottom].
- (2) All cylinders are to be mounted inside of the main chassis frame rails for maximum crash protection.
- (3) Shielding shall be constructed in a way to provide proper drainage of water that may cause structural damage.
- (4) Shields shall be bolted to brackets for ease of removal and proper re-installation.

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## ATTACHMENT 4

### CURRENT STAFFING LEVELS AND JOB DESCRIPTIONS October 1, 2011

#### Current Staffing Levels

The current staffing levels for the Parking Facilities and Shuttle Services are listed below. In addition, adequate supervisors are provided to cover each shift, a minimum of one supervisor per shift.

<b>Hourly Employee Category</b>	<b>Number of Staff</b>	<b>Hours Per Shift</b>	<b>Shifts per Day</b>
Ambassador	7	8	4-5
Assistant shift supervisors	8	8	4-5
Cashiers	11	8	8-10
Clerical	5	8	3-5
Customer service attendants	10	8	8
Dispatcher	5	8	3
Drivers – Shuttle Bus	27	8	17-20
Inventory attendants (cleaners)	5	8	2.5
Parking permit clerk	1	8	1
Security patrol – class D	9	8	3.5
Valet attendants	7	8	5-8
Cleaners	10	8	7-9

<b>Manager Category</b>	<b>Number of Staff</b>
Resident manager	1
Operations manager	1
Assistant managers	3
Human resource manager	1
Shift supervisors	9

#### Current Job Descriptions

##### A. Resident Manager

The resident manager is responsible for all Company's airport-based personnel. This responsibility will include but not be limited to:

- (1) Company's compliance with the requirements of the Agreement, directives, and procedures established by Authority including:
  - a. Maintenance of required staffing.

- b. Accuracy and honesty of all personnel handling parking receipts, parking tickets, and any aspect of the revenue control system.
  - c. Proper accounting of all receipts and parking tickets.
  - d. Timely submittal of all reports and records required by Authority.
  - e. Maintenance of a high level of courtesy and an attitude of helpfulness in all personnel in their dealings with the public.
  - f. Cleaning of all parking facilities to present a continuously clean and inviting appearance.
- (2) The hiring, evaluation, promotion, demotion and dismissal of all Company's airport-based personnel.
  - (3) Training and general supervision of all Company's airport-based personnel.
  - (4) The development of and adherence to the operating budgets required by the Agreement.
  - (5) The main liaison between Company and Authority.
  - (6) Administer Authority programs, procedures, and policies as directed.

**B. Operations Manager**

The operations manager is the acting resident manager in the absence of the resident manager, is capable of performing all of the resident manager duties, and meets the resident manager position qualifications. Normal working hours for the operations manager will be when the resident manager is not on airport property.

The operations manager is responsible for all Company's airport-based personnel. This responsibility includes but is not limited to:

- (1) Company's compliance with the requirements of the Agreement, directives, and procedures established by Authority including:
  - a. Maintenance of required staffing.
  - b. Accuracy and honesty of all personnel handling parking receipts, parking tickets, and any aspect of the revenue control system.
  - c. Proper accounting of all receipts and parking tickets.
  - d. Timely submittal of all reports and records required by Authority.

- e. Maintenance of a high level of courtesy and an attitude of helpfulness in all personnel in their dealings with the public.
  - f. Cleaning of all parking facilities to present a continuously clean and inviting appearance.
- (2) The hiring, evaluation, promotion, demotion and dismissal of all Company's airport-based personnel.
  - (3) Training and general supervision of all Company's airport-based personnel.
  - (4) The development of and adherence to the operating budgets required by the Agreement.
  - (5) The main liaison between Company and Authority and will administer Authority programs, procedures, and policies as directed.
  - (6) The Operations Manager meets the following minimum qualifications:
    - a. A four-year degree in business management, accounting or a related field from a recognized college or university.
    - b. A minimum of one year management experience in a public parking facility or related business.
    - c. Associate Degrees and Certificates of Completion of course work in applicable areas can be applied to the education requirements.
    - d. Parking management experience can be substituted on a year for year basis for education requirements.
    - e. Proven bondable with a faithful performance bond.

C. Assistant Manager

The assistant manager acts as the resident manager in his/her absence with the same responsibilities through or in place of the resident manager. This responsibility includes but is not limited to:

- (1) Company's compliance with the requirements of the Agreement, directives and procedures established by Authority including:
  - a. Maintenance of required staffing.
  - b. Accuracy and honesty of all personnel handling parking receipts, parking tickets, and any aspect of the revenue control system.
  - c. Proper accounting of all receipts and parking tickets.

- d. Timely submittal of all reports and records required by Authority.
  - e. Cleaning of all parking facilities to present a continuously clean and inviting appearance.
- (2) The hiring, evaluation, promotion, demotion, and dismissal of all Company's airport-based personnel.
  - (3) Training and general supervision of all Company's airport-based personnel.
  - (4) The development of and adherence to the operating budgets required by the Agreement.
  - (5) The main liaison between Company and Authority and will administer Authority programs, procedures, and policies as directed.
  - (6) The assistant manager meets the following minimum qualifications:
    - a. An Associate Degree in business, accounting, transportation management or personnel management or two years of completed course work in these areas from a recognized college or university.
    - b. Parking management experience in a public parking facility or related business.
    - c. Parking management experience as outlined above can be substituted on a year for year basis for education requirements.

D. Shift Supervisor

The Shift Supervisor is responsible for:

- (1) Supervision of all parking activities for which the Company is responsible and all Company's operational employees (cashiers and attendants) on duty during a specific shift.
- (2) Assignment of operational personnel to work locations, assuring Agreement required manpower levels are maintained.
- (3) Assuring optimum utilization of personnel and other resources to maintain the required standard of service.
- (4) The active supervision of Company's operational employees to assure the utmost efficiency and courtesy in dealing with the public.
- (5) The complete adherence to all established procedures.

- (6) The assignment and accuracy of cashier banks; security of parking tickets, courtesy vouchers, computer control cards, and equipment access keys; and the maintenance of operating logs, the equipment status board and designated operational statistics.
- (7) Reviewing and assuring accuracy of the cashiers' daily reports.
- (8) The supervision of training of new operational employees and remedial training of employees not performing adequately.
- (9) The smooth transition between shift changes including the maintenance of the required level of service during shift change.
- (10) Appropriate liaison with Authority personnel and reporting matters requiring Authority attention as quickly and accurately as possible.
- (11) The handling of abnormal situations as they occur including but not limited to:
  - a. lost tickets
  - b. courtesy vouchers
  - c. impounds
  - d. customer fund shortages
  - e. disputes
  - f. evaluation of equipment malfunctions
- (12) Physical inspection of all Company and Authority equipment to assure all is in proper working order. Initiate appropriate corrective measures when needed.
- (13) Monitor traffic conditions and initiate appropriate notification and/or modifications to increase traffic flow efficiency as per established procedures.
- (14) Assume the full function as the Company's representative when management personnel are unavailable.
- (15) Other related duties as directed.

E. Assistant Shift Supervisor

The function of the assistant shift supervisor is to act as an assistant to the shift supervisor in performing the requirements of that position during peak traffic hours, and to act as the shift supervisor in his or her absence. The main duties are as follows:

- (1) Supervision of all parking activities for which the Company is responsible and all Company's operational employees (cashiers and attendants) on duty during a specific shift.

- (2) Assuring optimum utilization of operational personnel and other resources to maintain the required standard of service.
- (3) The active supervision of Company's operational employees to assure the utmost efficiency and courtesy in dealing with the public.
- (4) The complete adherence to all established procedures.
- (5) The assignment and accuracy of cashier cash banks; security of parking tickets, courtesy vouchers, computer control cards and equipment access keys; and the maintenance of operating logs, the equipment status board and designated operational statistics.
- (6) Reviewing and assuring accuracy of the cashiers' daily reports.
- (7) Appropriate liaison with Authority personnel and reporting matters requiring Authority attention as quickly and accurately as possible.
- (8) The handling of abnormal situations as they occur including but not limited to:
  - a. lost tickets
  - b. courtesy vouchers
  - c. impounds
  - d. customer fund shortages
  - e. disputes
  - f. evaluation of equipment malfunctions
- (9) Monitor traffic conditions and initiate appropriate notifications and/or modifications to increase traffic flow efficiency as per established procedures.
- (10) Assume the full function as the Company's representative when a shift supervisor and management personnel are unavailable.
- (11) Other related duties as directed.

F. Dispatcher

The main duties are as follows:

- (1) Maintain two-way radio communication with all shuttle buses while in service.
- (2) Responsible for planned vehicle and driver scheduling compliance including alterations needed to meet service demand.

- (3) Serve as supervisors for the toll plaza operations.
- (4) Capable of functioning as a cashier, if necessary.
- (5) Capable of driving and licensed under the laws of the State of Florida to operate the Shuttle Buses.
- (6) Capable of passing all required background checks.

G. Shuttle Bus Driver

The main duties are as follows:

- (1) Licensed under the laws of the State of Florida to operate the shuttle buses.
- (2) Fully trained and capable of driving a shuttle bus and handling the customer baggage.
- (3) Maintains exemplary driving records.
- (4) Capable of passing all required background checks.
- (5) Remain with the assigned shuttle bus at all times during operation.
- (6) Trained to courteously give announcements to customers relative to conveniently locating their vehicles, safety precautions, Airport information, and departure information.
- (7) Advise dispatchers of traffic back-ups and need for additional service.

H. Cashier

The function of a cashier is to collect parking charges incurred by customers as they exit the parking facilities. Normally fees will be computed by the fee calculating equipment located in the exit lane booth; however, on occasion the cashier may be required to manually calculate parking fees. The main duties are as follows:

- (1) Be fully knowledgeable on the parking facilities and the published parking rates to assure that customers are charged the appropriate rates.
- (2) Assure the safeguarding of funds and comply with all established procedures.
- (3) Prepare a daily cashier's report reconciling the number of tickets collected and their denominations with the amount of cash collected including the number and nature of exception transactions.
- (4) Deal with all parking customers in a courteous, helpful, professional, business like manner.

I. Ambassador

The function of an ambassador is to maintain efficient traffic flow through the exit toll plazas. This is an outside position. The main duties are as follows:

- (1) Maintain traffic flow at both of the exiting toll plazas, using good customer service skills.
- (2) Be knowledgeable of Airport procedures in order to answer customer questions.
- (3) Act as the cashier for all automatic out lanes.
- (4) Monitor all automatic out lanes and assist customers in those lanes when necessary.
- (5) Monitor all SunPass Plus exit lanes and assist all customers when necessary.
- (6) Function as a cashier when necessary, collect parking charges incurred by customers as they exit the parking facilities. Normally fees will be computed by the fee calculating equipment located in the exit lane booth; however, on occasion the ambassador may be required to manually calculate parking fees.
- (7) In the absence of a downstairs supervisor and with the permission of a shift supervisor, may backup customer vehicles.

J. Attendant (Cleaner)

The function of an attendant (cleaner) is to facilitate the first class operation of the parking facilities. The main duties are as follows:

- (1) Clean all areas of the parking facilities depicted in the Agreement as directed in conformance with the established guidelines and procedures.
- (2) Monitor traffic, change traffic flows and direct traffic in accordance with established procedures.
- (3) Assist customers in a courteous manner in finding their vehicles and providing information. (Attendants will not provide any vehicle maintenance or porter services nor will they solicit or accept gratuities.)
- (4) Inspect facilities as directed by established procedures for safety, cleaning and maintenance deficiencies; take appropriate actions and report items that require further action.
- (5) Perform related tasks as directed.

K. Customer Service Agent

The function of a customer service agent is to maintain traffic flow and assist customers in all facilities. The main duties are as follows:

- (1) Perform all duties listed for attendant.

- (2) Conduct accurate traffic counts as directed by established procedures or as requested by supervisory personnel.
- (3) Keep shift supervisor informed of any extraordinary conditions in the parking facilities.
- (4) Monitor ticket dispensers, height detector and all pertinent equipment to assure proper working order. Initiate notification of malfunctions so repairs can be made.
- (5) Monitor parking facilities and actions of individuals therein for suspicious or possible illegal acts. Notify police immediately of any suspicious observations.
- (6) Perform errands as directed by supervisory personnel.
- (7) Drive the service truck and all other vehicles assigned to the garages.
- (8) Provide service truck duties, to include but not be limited to, customer vehicle jump starts, tire services, and lockout service.

L. Inventory Attendant

The main duties are as follows:

- (1) Perform the accurate nightly inventory of all vehicles parked in the public parking facilities. Must be able to pass Airport badging requirements and have a good driving record.
- (2) Drive the mobile LPI Ford pickup truck around the parking facilities per designated route to ensure the accuracy of the license tag information and when necessary edit the information gathered by the MLPI computer system.
- (3) Transfer the data from the MLPI system to the computer in the Terminal Toll Plaza office utilizing the approved procedure.
- (4) Printout or e-mail the inventory and corrections as directed by the procedures.

M. Clerical

The clerical personnel function under the direction of the resident manager. The main duties are as follows:

- (1) Perform stenographic, typing, and clerical duties in support of normal activities in the administration of the parking facilities.
- (2) Complete all required revenue control and operations forms by the procedures directed by the Authority including use of computerized equipment.
- (3) Spot audit for accuracy of data entry and tabulation in reports ten percent of the cashiers' reports including tickets, all valet transactions, all SunPass remote

transactions and 25 percent of all new cashiers during first four weeks of employment.

- (4) Cross-check computerized inventory as directed by established procedures.
- (5) Monitor inventory of impounded vehicles and initiate appropriate paperwork as directed in established procedures.
- (6) Handle telephone inquiries regarding usual parking information.
- (7) Be cross trained as a cashier.
- (8) Perform other related clerical tasks as directed.

N. Security Patrol

The function of the security patrol is to patrol the Short Term Garage, the Long Term Garage and the Economy Parking, from 6:00 p.m. to 6:00 a.m., seven days per week. This is total coverage, with relief personnel to handle all breaks. All security personnel must have a current class "D" security license issued by the State of Florida and the Company will comply with Chapter 493 of the Florida Statutes that covers the management of Class D security personnel. The main duties are as follows:

- (1) Patrol all assigned facilities and be visible to parking customers at all times.
- (2) Assist customers with information and when necessary request the parking office send a customer service attendant to further assist the customers.
- (3) Report any unusual persons or occurrences in the parking facilities to the Airport Police Department.
- (4) Drive assigned vehicles in a safe and courteous manner, obeying all traffic laws.

O. Valet Attendants

The main duties are as follows:

- (1) Licensed under the laws of the State of Florida to operate motor vehicles.
- (2) Fully trained and capable of driving any potential customer's motor vehicle.
- (3) Above average customer service skills and must have good handwriting.
- (4) Be fully knowledgeable on the parking and airport facilities.
- (5) Assure safeguarding of vehicles, their contents and keys to vehicles.
- (6) Prepare daily valet shift reports and account for all valet vehicles.

**Appendix B  
Current Annual Operating Expenses  
October 1, 2011**

<b>PARKING</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEPT</b>	<b>TOTALS</b>	<b>Percentage</b>
	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	YTD	YTD
<b><u>SALARIES AND WAGES</u></b>														
MANAGER	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	6,250.00	6,250.00	6,250.00	71,250.06	1.35%
ASSISTANT MANAGERS	14,513.12	14,472.65	12,805.63	11,098.82	11,098.82	11,098.82	11,098.82	13,565.17	14,473.82	14,473.82	14,473.82	14,473.82	157,647.13	2.99%
PERSONNEL MANAGER	3,166.67	3,166.67	3,166.66	3,166.66	3,166.66	3,166.67	3,166.67	3,166.67	3,166.66	3,166.67	3,166.66	3,166.67	37,999.99	0.72%
SUPERVISORS	19,952.89	18,772.70	22,962.28	22,075.01	17,207.51	19,240.70	18,406.79	17,511.39	18,217.15	16,849.14	18,393.93	21,411.55	231,001.04	4.38%
ASSISTANT SUPERVISORS	11,624.79	12,587.06	11,121.66	13,164.92	13,932.20	15,376.28	13,581.90	14,463.64	14,531.53	15,613.77	14,625.78	13,691.20	164,314.73	3.11%
CUSTOMER SERVICE AGENTS	17,908.43	17,718.11	20,186.47	18,144.84	17,180.17	18,682.52	18,024.76	17,648.85	18,161.85	18,157.49	18,149.97	18,183.74	218,147.20	4.13%
LOT ATTENDANTS	13,970.14	13,947.17	15,868.20	15,359.56	13,171.25	15,166.88	15,041.79	15,907.06	14,753.77	14,442.91	14,450.51	14,244.08	176,323.32	3.34%
VALET ATTENDANTS	13,084.50	11,865.86	12,921.93	12,695.28	13,094.74	12,703.74	12,196.79	11,255.21	11,995.87	12,144.72	12,531.44	11,335.96	147,826.04	2.80%
INVENTORY ATTENDANTS	12,347.71	13,220.21	13,194.78	13,078.56	12,939.46	11,676.42	12,599.23	11,396.15	12,745.16	12,374.61	12,432.45	11,374.81	149,379.55	2.83%
CLERICAL	12,422.04	12,431.70	12,851.88	13,014.35	13,566.47	12,163.34	13,059.66	11,417.71	13,942.35	12,742.25	13,105.98	13,670.64	154,388.37	2.93%
AMBASSADORS	10,993.48	12,380.45	14,487.67	12,399.51	11,149.06	11,604.81	12,782.21	13,703.39	13,199.33	12,896.19	13,020.90	13,502.42	152,119.42	2.88%
CASHIERS	22,961.35	21,494.14	22,755.47	20,726.26	18,716.84	20,303.25	18,639.54	20,483.73	19,887.73	20,557.84	21,432.89	20,249.34	248,208.38	4.70%
SECURITY PATROL													1,302.52	0.02%
OVERTIME ALLOWANCE	7,028.23	5,489.13	5,513.37	3,619.26	3,536.61	4,885.88	5,676.42	4,850.45	6,381.89	8,239.66	6,430.44	7,237.97	68,889.31	1.31%
<b>TOTAL PAYROLL</b>	<b>165,806.69</b>	<b>163,379.19</b>	<b>173,669.34</b>	<b>164,376.37</b>	<b>154,593.13</b>	<b>161,902.65</b>	<b>160,107.92</b>	<b>161,202.76</b>	<b>167,290.45</b>	<b>167,909.07</b>	<b>168,464.77</b>	<b>170,094.72</b>	<b>1,978,797.06</b>	<b>37.49%</b>
<b>Subcontractor Payroll</b>														
<b>GRAND TOTAL PAYROLL</b>	<b>165,806.69</b>	<b>163,379.19</b>	<b>173,669.34</b>	<b>164,376.37</b>	<b>154,593.13</b>	<b>161,902.65</b>	<b>160,107.92</b>	<b>161,202.76</b>	<b>167,290.45</b>	<b>167,909.07</b>	<b>168,464.77</b>	<b>170,094.72</b>	<b>1,978,797.06</b>	<b>37.49%</b>
FICA	13,071.89	13,877.89	14,047.69	13,721.54	12,356.60	12,841.04	11,305.78	13,462.93	13,485.90	14,044.84	13,434.73	14,158.31	159,809.14	3.03%
WORKERS COMPENSATION	10,622.79	10,942.31	11,398.17	11,219.27	10,165.15	10,550.35	10,428.12	11,044.32	11,062.56	11,506.94	11,029.67	11,342.50	131,312.15	2.49%
UNEMPLOYMENT INSURANCE	158.24	137.16	1,488.78	-2,308.62	4,971.01	3,500.36	1,173.80	439.24	374.90	-2,689.56	108.54	205.70	7,559.55	0.14%
HEALTH INSURANCE	40,695.31	42,364.63	41,035.00	42,286.15	41,642.10	41,297.09	43,171.14	42,408.65	41,671.33	38,982.33	39,601.10	46,247.94	501,402.77	9.50%
VACATION PAY	8,910.28	6,475.08	1,674.86	3,050.33	6,794.82	6,948.02	6,732.30	10,511.47	8,857.63	10,046.45	8,269.47	10,038.16	88,308.87	1.67%
HOLIDAY PAY		10,117.92	7,450.80	12,426.00	1,127.12			5,260.99	1,127.12	6,628.59		6,231.34	50,559.88	0.96%
401K EXPENSE	2,815.62	2,969.58	2,942.17	2,902.19	2,549.21	2,691.45	2,606.84	2,719.72	2,742.67	2,798.57	2,698.10	2,806.23	33,242.35	0.63%
HIRING AND TRAINING		93.29	274.95	53.50	750.00	628.08	78.25	57.50	93.83	21.54	85.50	46.54	2,182.98	0.04%
OTHER SUBCONTRACTED	3,745.00	3,745.00	3,500.00	2,893.87	3,745.00	3,745.00	3,745.00	3,745.00	3,745.00	3,745.00	3,745.00	3,745.00	43,843.87	0.83%
UNIFORMS	1,248.60	1,868.41	2,399.71	1,973.65	2,508.32	3,215.63	2,704.46	1,821.17	3,967.59	4,614.70	8,666.13	3,634.08	38,622.45	0.73%
BADGES								490.39					490.39	0.01%
CLEANING SUPPLIES		444.05	253.70		254.50	499.45	299.32	142.00	376.25	322.25	309.25	239.95	3,140.72	0.06%
ARMORED CAR	4,776.00	4,776.03	4,776.03	4,697.71	4,867.78	4,799.31	4,812.29	4,835.22	4,915.83	4,812.13	3,979.49	3,763.64	55,811.46	1.06%
FUEL (OFF SITE)	1,784.35	1,907.36	1,809.57	2,103.56	1,623.86	1,758.66	2,341.55	2,216.63	2,366.72	1,954.96	2,806.12	2,011.74	24,685.08	0.47%
EQUIPMENT MAINT.	295.51			1,148.35									1,443.86	0.03%
CREDIT CARD TRANSACTION FEES	3,831.53	4,179.95	3,751.77	3,697.87	3,367.22	3,263.38	3,740.78	3,577.74	3,950.28	4,012.66	3,954.57	3,844.44	45,172.19	0.86%
OTHER									142.40		438.09		580.49	0.01%
SIGNS								67.07				324.42	391.49	0.01%
PURCHASE COSTS			842.54	1,256.33		680.26	105.90	297.24		236.68	1,256.00	1,489.73	6,164.68	0.12%
TRUCKS													0.00	0.00%
GOLF CARTS													0.00	0.00%
PAYROLL SYSTEM													0.00	0.00%
VEHICLE REGISTRATIONS													234.45	0.00%
CREDIT CARD EQUIPMENT (Paper)									234.45				0.00	0.00%
ADVERTISING													0.00	0.00%
POSTAGE SHIPPING													0.00	0.00%
DUES SUBSCRIPTIONS													0.00	0.00%
FORMS AND PRINTING													0.00	0.00%
MISC.			307.85		-170.85					2,480.00	1,034.55		3,651.55	0.07%
ADJUSTMENTS					2,301.96	51.45	749.83	2,315.70		145.00		2,056.69	7,620.63	0.14%
PRESSURE WASHING			4,659.00	13,948.20					1,375.00	6,996.00	7,130.92		34,109.12	0.65%
OFFICES FLOOR CLEANING	715.99												715.99	0.01%
<b>TOTAL OPERATING EXPENSES</b>	<b>92,671.11</b>	<b>103,898.66</b>	<b>102,612.59</b>	<b>115,069.90</b>	<b>98,853.80</b>	<b>96,469.53</b>	<b>94,865.49</b>	<b>105,647.43</b>	<b>102,735.01</b>	<b>109,450.63</b>	<b>107,512.68</b>	<b>112,376.41</b>	<b>1,242,163.24</b>	<b>23.54%</b>
MANAGEMENT FEE	20,714.00	20,714.00	20,714.00	20,714.00	20,714.00	20,714.00	20,714.00	20,714.00	20,714.00	20,714.00	20,714.00	20,714.00	245,586.00	4.65%
SHUTTLE FLEET														
SHUTTLE MAINTENANCE														
<b>TOTAL</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>17,732.00</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>20,714.00</b>	<b>245,586.00</b>	<b>4.65%</b>
<b>TOTAL PARKING EXPENSES</b>	<b>279,191.80</b>	<b>287,991.85</b>	<b>296,995.93</b>	<b>300,160.27</b>	<b>274,160.93</b>	<b>279,086.18</b>	<b>272,705.41</b>	<b>287,564.19</b>	<b>290,739.46</b>	<b>298,073.70</b>	<b>296,691.45</b>	<b>303,185.13</b>	<b>3,466,546.30</b>	<b>65.69%</b>

**Appendix B  
Current Annual Operating Expenses  
October 1, 2011**

SHUTTLE	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTALS	
	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Requisition	Budget Only	YTD	
<b>SALARIES AND WAGES</b>														
SUPERVISORS/DISPATCHERS	9,196.27	9,069.05	9,510.04	10,997.10	9,008.00	10,072.72	10,045.03	11,254.03	9,888.02	10,604.55	10,495.89	10,060.21	120,200.91	2.28%
SHUTTLE DRIVERS	37,611.36	36,665.32	39,763.38	35,672.67	31,863.78	34,005.94	32,972.60	35,010.98	34,087.29	34,647.14	35,376.35	35,635.80	423,312.61	8.02%
OVERTIME ALLOWANCE	1,920.41	1,113.74	1,604.35	601.16	755.67	1,727.44	2,638.48	3,018.51	2,494.52	3,023.38	1,577.54	1,378.97	21,854.17	0.41%
<b>TOTAL PAYROLL</b>	<b>48,728.04</b>	<b>46,848.11</b>	<b>50,877.77</b>	<b>47,270.93</b>	<b>41,627.45</b>	<b>45,806.10</b>	<b>45,656.11</b>	<b>49,283.52</b>	<b>46,469.83</b>	<b>48,275.07</b>	<b>47,449.78</b>	<b>47,074.98</b>	<b>565,367.69</b>	<b>10.71%</b>
FICA	3,800.20	4,015.33	4,106.93	3,994.96	3,333.56	3,707.05	3,648.29	4,026.95	3,689.02	3,956.76	3,829.52	3,836.98	45,945.55	0.87%
WORKERS COMPENSATION	3,041.74	3,192.09	3,214.61	3,181.75	2,649.94	2,946.81	2,900.07	3,201.15	2,932.37	3,140.18	3,049.01	3,044.73	36,494.45	0.69%
UNEMPLOYMENT INS.	106.30	82.16	606.74	1,045.05	1,390.47	1,303.72	1,063.34	350.75	129.56	98.84	51.12		6,228.05	0.12%
LIFE AND HEALTH INS.	24,716.39	24,716.39	28,833.19	26,774.79	26,774.79	24,256.24	21,168.64	16,045.56	19,636.30	20,738.56	21,207.03	21,214.79	276,082.67	5.23%
VACATION PAY	1,300.65	1,418.01		1,253.60	1,957.14	2,661.21	2,042.49	1,373.61	1,759.93	1,258.01	2,698.34	888.19	18,611.18	0.35%
HOLIDAY PAY		4,235.37	1,994.16	3,806.92				1,993.30		2,114.56	763.31	2,114.67	17,022.29	0.32%
401K EXPENSE	807.78	868.68	874.78	827.62	699.61	767.86	731.59	802.97	737.37	793.72	28.75	766.17	8,706.90	0.16%
HIRING AND TRAINING			51.08	36.00		129.80	122.25	128.50	51.08			46.54	565.25	0.01%
OTHER SUBCONTRACTED													0.00	0.00%
UNIFORMS	608.75	474.69	1,773.88	436.48	514.35	507.54	611.82	274.59	737.90	2,111.80	887.42	1,046.66	9,985.88	0.19%
BADGES													0.00	0.00%
CLEANING SUPPLIES													0.00	0.00%
FUEL													0.00	0.00%
OTHER													0.00	0.00%
SIGNS													0.00	0.00%
PURCHASE COSTS													0.00	0.00%
VEHICLE REGISTRATIONS								3,059.40					3,059.40	0.06%
ADVERTISING													0.00	0.00%
FORMS AND PRINTING													0.00	0.00%
MISC.									551.00	381.50	3,861.91	2,843.75	7,638.16	0.14%
ADJUSTMENTS													0.00	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>34,381.81</b>	<b>39,002.72</b>	<b>41,455.37</b>	<b>41,357.17</b>	<b>37,319.86</b>	<b>36,280.23</b>	<b>32,288.49</b>	<b>31,256.78</b>	<b>30,224.53</b>	<b>34,593.93</b>	<b>36,376.41</b>	<b>35,802.48</b>	<b>430,339.78</b>	<b>8.15%</b>
MANAGEMENT FEE	10,959.00	10,959.00	10,959.00	10,959.00	10,959.00	10,959.00	9,381.00	10,959.00	10,959.00	10,959.00	10,959.00	11,233.00	130,204.00	2.47%
SHUTTLE FLEET	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	229,164.00	4.34%
SHUTTLE MAINTENANCE	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	141,288.00	2.68%
<b>TOTAL</b>	<b>41,830.00</b>	<b>41,830.00</b>	<b>41,830.00</b>	<b>41,830.00</b>	<b>41,830.00</b>	<b>41,830.00</b>	<b>40,252.00</b>	<b>41,830.00</b>	<b>41,830.00</b>	<b>41,830.00</b>	<b>41,830.00</b>	<b>42,104.00</b>	<b>500,656.00</b>	<b>9.49%</b>
<b>TOTAL SHUTTLE EXPENSES</b>	<b>124,939.85</b>	<b>127,680.83</b>	<b>134,163.14</b>	<b>130,458.10</b>	<b>120,777.31</b>	<b>123,916.33</b>	<b>118,196.60</b>	<b>122,370.30</b>	<b>118,524.36</b>	<b>124,699.00</b>	<b>125,656.19</b>	<b>124,981.46</b>	<b>1,496,363.47</b>	<b>28.35%</b>
FUEL FARM COSTS (non reimbursable)	22,018.00	21,958.40	18,574.50	20,577.24	19,657.01	25,761.40	25,936.00	34,837.35	30,917.57	30,720.75	40,360.60	30,761.14	322,079.96	322.080
<b>GRAND TOTAL EXPENSES</b>	<b>146,957.85</b>	<b>149,639.23</b>	<b>152,737.64</b>	<b>151,035.34</b>	<b>140,434.32</b>	<b>149,677.73</b>	<b>144,132.60</b>	<b>157,207.65</b>	<b>149,441.93</b>	<b>155,419.75</b>	<b>166,016.79</b>	<b>155,742.60</b>	<b>1,818,443.43</b>	<b>34.46%</b>
Average Shuttle Fuel Costs Per Day	\$710.26	\$731.95	\$599.18	\$663.78	\$702.04	\$831.01	\$864.53	\$1,123.79	\$1,030.59	\$990.99	\$1,173.43	\$1,025.37		
Average Shuttle Fuel Used Per Day	285.77	274.56	220.52	225.80	240.83	253.23	262.24	303.52	306.89	291.85	320.05	298.35		
Average MPG of the Shuttle Fleet	4.54	4.91	5.33	4.97	5.22	5.19	4.97	5.11	4.90	4.84	4.34	4.34		
Gallons of Fuel Used	8858.90	8236.00	6836.00	7000.00	6743.00	7,850.00	7,867.30	9,409.20	9,206.70	9,047.20	9,921.70	8,950.60		

**Appendix B  
Current Annual Operating Expenses  
October 1, 2011**

COMBINED	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTALS
	Requisition	Requisition Holiday	Requisition Holiday	Requisition Holiday	Requisition	Requisition	Requisition	Requisition Holiday	Requisition	Requisition Holiday	Requisition	Budget Only Holiday	YTD
<b>SALARIES AND WAGES</b>													
MANAGER	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	5,833.34	6,250.00	6,250.00	6,250.00	71,250.06
ASSISTANT MANAGERS	14,513.12	14,472.65	12,805.63	11,098.82	11,098.82	11,098.82	11,098.82	13,565.17	14,473.82	14,473.82	14,473.82	14,473.82	157,647.13
PERSONNEL MANAGER	3,166.67	3,166.67	3,166.66	3,166.66	3,166.66	3,166.67	3,166.67	3,166.67	3,166.66	3,166.67	3,166.66	3,166.67	37,999.99
SUPERVISORS/DISPATCHERS	29,149.16	27,841.75	32,472.32	33,072.11	26,215.51	29,313.42	28,451.82	28,765.42	28,105.17	27,453.69	28,889.82	31,471.76	351,201.95
ASSISTANT SUPERVISORS	11,624.79	12,587.06	11,121.66	13,164.92	13,932.20	15,376.28	13,581.90	14,463.64	14,531.53	15,613.77	14,625.78	13,691.20	164,314.73
CUSTOMER SERVICE AGENTS	17,908.43	17,718.11	20,186.47	18,144.84	17,180.17	18,682.52	18,024.76	17,648.85	18,161.85	18,157.49	18,149.97	18,183.74	218,147.20
LOT ATTENDANTS	13,970.14	13,947.17	15,868.20	15,359.56	13,171.25	15,166.88	15,041.79	15,907.06	14,753.77	14,442.91	14,450.51	14,244.08	176,323.32
VALET ATTENDANTS	13,084.50	11,865.86	12,921.93	12,695.28	13,094.74	12,703.74	12,196.79	11,255.21	11,995.87	12,144.72	12,531.44	11,335.96	147,826.04
INVENTORY ATTENDANTS	12,347.71	13,220.21	13,194.78	13,078.56	12,939.46	15,376.28	12,599.23	11,396.15	12,745.16	12,374.61	12,432.45	11,374.81	153,079.41
CLERICAL	12,422.04	12,431.70	12,851.88	13,014.35	13,566.47	12,163.34	13,059.66	11,417.71	13,942.35	12,742.25	13,105.98	13,670.64	154,388.37
AMBASSADORS	10,993.48	12,380.45	14,487.67	12,399.51	11,149.06	11,604.81	12,782.21	13,703.39	13,199.33	12,896.19	13,020.90	13,502.42	152,119.42
CASHIERS	22,961.35	21,494.14	22,755.47	20,726.26	18,716.84	20,303.25	18,639.54	20,483.73	19,887.73	20,557.84	21,432.89	20,249.34	248,208.38
SHUTTLE DRIVERS	37,611.36	36,665.32	39,763.38	35,672.67	31,863.78	34,005.94	32,972.60	35,010.98	34,087.29	34,647.14	35,376.35	35,635.80	423,312.61
OVERTIME ALLOWANCE	8,948.64	6,602.87	7,117.72	4,220.42	4,292.28	6,613.32	8,314.90	7,868.96	8,876.41	11,263.04	8,007.98	8,616.94	90,743.48
<b>TOTAL PAYROLL</b>	<b>214,534.73</b>	<b>210,227.30</b>	<b>224,547.11</b>	<b>211,647.30</b>	<b>196,220.58</b>	<b>207,708.75</b>	<b>205,764.03</b>	<b>210,486.28</b>	<b>213,760.28</b>	<b>216,184.14</b>	<b>215,914.55</b>	<b>215,867.18</b>	<b>2,542,862.23</b>
FICA	16,872.09	17,893.22	18,154.62	17,716.50	15,690.16	16,548.09	14,954.07	17,489.88	17,174.92	18,001.60	17,264.25	17,995.29	205,754.69
WORKERS COMPENSATION	13,664.53	14,134.40	14,612.78	14,401.02	12,815.09	13,497.16	13,328.19	14,245.47	13,994.93	14,647.12	14,078.68	14,387.23	167,806.60
UNEMPLOYMENT INS.	264.54	219.32	2,095.52	-1,263.57	6,361.48	4,804.08	2,237.14	789.99	504.46	-2,590.72	159.66	205.70	13,787.60
HEALTH INS.	65,411.70	67,081.02	69,868.19	69,060.94	68,416.89	65,553.33	64,339.78	58,454.21	61,307.63	59,720.89	60,808.13	67,462.73	777,485.44
VACATION PAY	10,210.93	7,893.09	3,669.02	4,303.93	8,751.96	9,609.23	8,774.79	11,885.08	10,617.56	11,304.46	10,967.81	10,926.35	108,914.21
HOLIDAY PAY	0.00	14,353.29	9,444.96	16,232.92	1,127.12	0.00	0.00	7,254.29	1,127.12	8,743.15	763.31	8,536.01	67,582.17
401K EXPENSE	3,623.40	3,838.26	3,816.95	3,729.81	0.00	3,459.31	3,338.43	3,522.69	3,480.04	3,592.29	2,726.85	3,572.40	38,700.43
HIRING AND TRAINING	0.00	93.29	0.00	89.50	750.00	757.88	200.50	186.00	144.91	21.54	85.50	93.08	2,422.20
OTHER SUBCONTRACTED SERVICES	3,745.00	3,745.00	3,500.00	2,893.87	3,745.00	3,745.00	3,745.00	3,745.00	3,745.00	3,745.00	3,745.00	3,745.00	43,843.87
UNIFORMS	1,857.35	2,343.10	4,173.59	2,410.13	3,022.67	3,723.17	3,316.28	2,095.76	4,705.49	6,726.50	9,553.55	4,680.74	48,608.33
BADGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.00	0.00	0.00	0.00	0.00	142.00
CLEANING SUPPLIES	0.00	444.05	253.70	0.00	254.50	499.45	299.32	0.00	376.25	0.00	309.25	239.95	2,676.47
ARMORED CAR	4,776.00	4,776.03	4,776.03	4,697.71	4,867.78	4,799.31	4,812.29	4,835.22	4,915.83	4,812.13	3,979.49	3,763.64	55,811.46
FUEL	1,784.35	0.00	1,809.57	2,103.56	1,623.86	1,758.66	2,341.55	2,216.63	2,366.72	1,954.96	2,806.12	2,011.74	22,777.42
EQUIPMENT MAINT.	295.51	0.00	0.00	1,148.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,443.86
CREDIT CARD TRANSACTION FEES.	3,831.53	4,179.95	3,751.77	3,697.87	3,367.22	3,263.38	3,740.78	3,577.74	3,950.28	4,012.66	3,954.57	3,844.44	45,172.19
OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.40	0.00	438.09	0.00	580.49
SIGNS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67.07	0.00	0.00	0.00	324.42	391.49
PURCHASE COSTS	0.00	0.00	842.54	1,256.33	0.00	680.26	105.90	297.24	0.00	236.68	1,256.00	1,489.73	6,164.68
TRUCKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GOLF CARTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PAYROLL SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
VEHICLE REGISTRATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,293.85	0.00	0.00	0.00	0.00	3,293.85
CREDIT CARD EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
POSTAGE SHIPPING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DUES SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FORMS AND PRINTING	0.00	0.00	0.00	0.00	0.00	0.00	870.13	0.00	0.00	237.00	0.00	0.00	1,107.13
MISC.	0.00	0.00	307.85	0.00	-170.85	0.00	0.00	0.00	3,031.00	1,416.05	3,861.91	2,843.75	11,289.71
ADJUSTMENTS					2,301.96	51.45	749.83	2,315.70	0.00	145.00	0.00	2,056.69	7,620.63
PRESSURE WASHING	0.00	0.00	4,659.00	13,948.20	0.00	0.00	0.00	0.00	1,375.00	6,996.00	7,130.92	0.00	34,109.12
OFFICES FLOOR CLEANING	715.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	715.99
<b>TOTAL OPERATING EXPENSES</b>	<b>127,052.92</b>	<b>142,901.38</b>	<b>144,067.96</b>	<b>156,427.08</b>	<b>136,173.66</b>	<b>132,749.76</b>	<b>127,153.98</b>	<b>136,904.21</b>	<b>132,959.54</b>	<b>144,044.56</b>	<b>143,889.09</b>	<b>148,178.89</b>	<b>1,672,503.03</b>
MANAGEMENT FEE	31,673.00	31,673.00	31,673.00	31,673.00	31,673.00	31,673.00	27,113.00	31,673.00	31,673.00	31,673.00	31,673.00	31,673.00	375,790.00
SHUTTLE FLEET	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	19,097.00	229,164.00
SHUTTLE MAINTENANCE	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	11,774.00	141,288.00
<b>TOTAL</b>	<b>62,544.00</b>	<b>62,544.00</b>	<b>62,544.00</b>	<b>62,544.00</b>	<b>62,544.00</b>	<b>62,544.00</b>	<b>57,984.00</b>	<b>62,544.00</b>	<b>62,544.00</b>	<b>62,544.00</b>	<b>62,544.00</b>	<b>62,818.00</b>	<b>746,242.00</b>
<b>SUB TOTAL EXPENSES (REIMBURSABLE)</b>	<b>404,131.65</b>	<b>415,672.68</b>	<b>431,159.07</b>	<b>430,618.39</b>	<b>394,938.24</b>	<b>403,002.51</b>	<b>390,902.01</b>	<b>409,934.49</b>	<b>409,263.82</b>	<b>422,772.70</b>	<b>422,347.64</b>	<b>426,864.07</b>	<b>4,961,607.27</b>
<b>Fuel Farm Usage:</b>	<b>22,018.00</b>	<b>21,958.40</b>	<b>18,574.50</b>	<b>20,577.24</b>	<b>19,657.01</b>	<b>25,761.40</b>	<b>25,936.00</b>	<b>34,837.35</b>	<b>30,917.57</b>	<b>30,720.75</b>	<b>34,185.96</b>	<b>30,761.14</b>	<b>315,905.32</b>
<b>Total Including Fuel Farm Usage 10 - 11</b>	<b>426,149.65</b>	<b>437,631.08</b>	<b>449,733.57</b>	<b>451,195.63</b>	<b>414,595.25</b>	<b>428,763.91</b>	<b>416,838.01</b>	<b>444,771.84</b>	<b>440,181.39</b>	<b>453,493.45</b>	<b>456,533.60</b>	<b>457,625.21</b>	<b>5,277,512.59</b>

APPENDIX C  
Proposal Response

This document is provided separately as a form document on the Authority's website –  
[www.TampaAirport.com](http://www.TampaAirport.com).

Hillsborough County Aviation Authority

**APPENDIX D**

**PARKING FACILITIES AND SHUTTLE SERVICE  
MANAGEMENT AGREEMENT**

**AT  
TAMPA INTERNATIONAL AIRPORT**

**COMPANY'S LEGAL NAME:**

**Term Date: May 1, 2012 through June 30, 2017**

**Board Date: April 5, 2012**

## TABLE OF CONTENTS

### **ARTICLE**

ARTICLE 1	RECITALS
ARTICLE 2	SERVICES
ARTICLE 3	TERM
ARTICLE 4	COMPENSATION
ARTICLE 5	VEHICLE LEASE PROVISIONS
ARTICLE 6	OWNERSHIP OF DOCUMENTS
ARTICLE 7	QUALITY ASSURANCE
ARTICLE 8	BOOKS, RECORDS, AND AUDITING REQUIREMENTS
ARTICLE 9	DEFAULT AND TERMINATION RIGHTS
ARTICLE 10	INDEMNIFICATION
ARTICLE 11	DATA SECURITY
ARTICLE 12	NON-DISCLOSURE
ARTICLE 13	INSURANCE
ARTICLE 14	GUARANTEES
ARTICLE 15	LIQUIDATED DAMAGES
ARTICLE 16	TAKEOVER OF SERVICES
ARTICLE 17	INVALIDITY OF CLAUSES
ARTICLE 18	NONDISCRIMINATION/AFFIRMATIVE ACTION
ARTICLE 19	AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE
ARTICLE 20	AMERICANS WITH DISABILITIES ACT
ARTICLE 21	RIGHT TO AMEND
ARTICLE 22	RIGHT TO DEVELOP AIRPORT
ARTICLE 23	SUBORDINATION OF AGREEMENT
ARTICLE 24	SUBORDINATION TO TRUST AGREEMENT
ARTICLE 25	AUTHORITY APPROVALS
ARTICLE 26	HEADINGS
ARTICLE 27	ASSIGNMENT
ARTICLE 28	APPLICABLE LAW & VENUE
ARTICLE 29	NON-EXCLUSIVE RIGHTS
ARTICLE 30	NOTICES AND COMMUNICATIONS
ARTICLE 31	RELATIONSHIP OF THE PARTIES
ARTICLE 32	COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES
ARTICLE 33	DAMAGING ACTIVITIES
ARTICLE 34	TIME IS OF THE ESSENCE

ARTICLE 35 COMPANY TENANCY  
ARTICLE 36 COMPLETE AGREEMENT  
ARTICLE 37 MISCELLANEOUS  
ARTICLE 38 ORDER OF PRECEDENCE  
ARTICLE 39 SCRUTINIZED COMPANY LIST

ATTACHMENT A PARKING FACILITIES AND SHUTTLE SERVICE OPERATING PROCESSES,  
DATED OCTOBER 1, 2011  
ATTACHMENT B STAFFING PLAN, DATED APRIL 1, 2012  
ATTACHMENT C EMPLOYEE PAY RATES AND BENEFITS, DATED APRIL 1, 2012  
ATTACHMENT D GENERAL RULES FOR EMPLOYEE CONDUCT, DATED APRIL 1, 2012  
ATTACHMENT E JOB PROCEDURES AND WORK METHODS, DATED APRIL 1, 2012  
ATTACHMENT F EMPLOYEE TRAINING PROGRAM, DATED APRIL 1, 2012  
ATTACHMENT G LEASED VEHICLE SCHEDULE, DATED APRIL 1, 2012

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
PARKING FACILITIES AND SHUTTLE SERVICES  
MANAGEMENT AGREEMENT

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

WITNESSETH:

WHEREAS, Authority desires to retain a firm to operate and manage certain parking facilities and shuttle service at the Tampa International Airport ("Airport"); and

WHEREAS, Company agrees to provide said services to Authority.

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

ARTICLE 1

RECITALS

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

ARTICLE 2

SERVICES

2.01 Scope of Services

Company agrees to operate, manage, and maintain certain parking facilities and shuttle services as required under this Agreement and as specifically described in Attachment A, Parking Facilities and Shuttle Service Operating Processes ("Processes"), dated October 1, 2011, which is attached hereto and made a part hereof and which, at Authority's sole discretion, may be revised from time to time by written notice to Company. Such revisions will be incorporated into this Agreement without formal amendment to the Agreement. Authority will be the sole judge of Company's compliance with the Processes. Authority reserves the right, in its sole discretion, to expand, reduce, modify, or add to the facilities and services described in the Processes to serve

Airport customers. Upon completion of any expansion, reduction, or modification to the facilities or services, such changes will be included in this Agreement by letter to Company and without formal amendment. Company will provide and maintain all insurance coverage and limits required to operate and manage the Parking Facilities and Shuttle Service including the Shuttle Buses and Authority Provided Vehicles as described in 2.02, Paragraphs A and B below, in accordance with the requirements listed in the Insurance Article in this Agreement. Company will not, at any time during the term of this Agreement, abandon, terminate, or cease to operate any part of the Parking Facilities and Shuttle Service without prior written approval from Authority.

## 2.02 Shuttle Buses and Vehicles

### A. Shuttle Buses

Authority will purchase the buses ("Shuttle Buses") and will lease the Shuttle Buses, as described in Article 5 of this Agreement, to Company to transport customers in the operation of the shuttle transportation system ("Shuttle Service"). The Shuttle Buses are more thoroughly described in Section 3 of the Processes. Company will take possession of all Shuttle Buses on May 1, 2012 and will be responsible for installing a two way radio in each Shuttle Bus no later than June 30, 2012.

### B. Authority Provided Vehicles

Authority will lease the vehicles listed below to Company on July 1, 2012 ("Authority Provided Vehicles") throughout the term of the Agreement. The terms of the lease are described in Article 5 of this Agreement.

- (1) 3 mobile license plate inventory Ford Ranger pickup trucks ("Inventory Trucks") for inventory use only.
- (2) 3 John Deere Gator four wheel utility vehicles.
- (3) 2 electric golf carts.
- (4) 1 gas powered golf cart.
- (5) 1 electric personal vehicle.
- (6) 1 Powerboss power sweeper.

C. Company Provided Vehicles

Company will provide all other vehicles and service call equipment necessary for use in the operation and management of the Parking Facilities and Shuttle Service ("Company Provided Vehicles"). Title to the Company Provided Vehicles will remain in the name of Company.

2.03 Personnel

A. Employee Requirements

Employee staffing levels, including management employees; appearance and conduct; termination of employees; job descriptions; uniforms; identification badges; company employee parking; and all other personnel requirements are described in the Processes.

B. Employee Staffing

A copy of Company's staffing plan that includes a list of all job categories, job descriptions with associated minimum qualifications, and staffing schedule is attached hereto as Attachment B, Staffing Plan, dated April 1, 2012, and made a part hereof. Modifications to Attachment B may be made from time to time upon agreement by Authority and Company without formal amendment to this Agreement.

B. Pay Rates and Benefits

The approved employee pay ranges and benefit packages are listed and described in Attachment C, Employee Pay Rates and Benefits, dated April 1, 2012, which is attached hereto and made a part hereof. Company must submit all changes to Attachment C to Authority for review and approval. Modifications to Attachment C may be made from time to time upon agreement by Authority and Company without formal amendment to this Agreement.

C. General Rules for Employee Conduct

A copy of Company's general rules for employee conduct are attached hereto as Attachment D, General Rules for Employee Conduct, dated April 1, 2012, and made a part hereof. Company must submit all changes to Attachment D to Authority for review and approval. Modifications may be made to Attachment D upon Authority approval without formal amendment to this Agreement.

D. Job Procedures and Work Methods

A copy of Company's established job procedures and work methods are attached hereto as Attachment E, Job Procedures and Work Methods, dated April 1, 2012, and made a part hereof. Company must submit all changes to Attachment E to Authority for review and approval. Modifications may be made to Attachment E upon Authority approval without formal amendment to this Agreement.

E. Employee Training Program

Company is responsible for establishing an Authority approved formal training program for each job classification and maintaining a current record of each employee's completed training. The training program will include quarterly customer service training classes for all employees. Company's employee training program is attached hereto as Attachment F, Employee Training Program, dated April 1, 2012, and made a part hereof. Company must submit all changes to Attachment F to Authority for review and approval. Modifications may be made to Attachment F upon Authority approval without formal amendment to this Agreement.

2.04 Authority Contact Persons

Authority's Deputy Director of Operations-Parking and Ground Transportation and the Assistant Director of Parking, collectively hereinafter referred to as "Operations, will be responsible for notifying Company regarding required services and will be Company's primary contacts for all services under this Agreement.

2.05 Company Resident Manager

Company has designated \_\_\_\_\_ as the individual to be assigned to supervise all aspects of this Agreement, including the services outlined in Attachment A, on behalf of Company ("Resident Manager").

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

2.06 Company Resident Manager's Direct Supervisor

The Resident Manager's direct supervisor will contact Operations and set an appointment for a specific date and time to meet with Operations each quarter. The purpose of the meeting is to assess Company's compliance with the terms and conditions of the Agreement.

2.07 Company/Subcontractor Relationship

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

ARTICLE 3

TERM

3.01 Effective Date

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

3.02 Term

The Term of the Agreement commences on May 1, 2012 and will continue through June 30, 2017 unless terminated earlier as provided herein.

A. Transfer of Shuttle Buses

Company will take possession of all Shuttle Buses on May 1, 2012 and will return the Shuttle Buses to Authority no later than midnight on June 30, 2017.

B. Commencement of Operations

Company will begin providing the operation and management of Parking Facilities and Shuttle Services and take possession of all Authority Provided Vehicles on July 1, 2012 and will continue through June 30, 2017.

3.03 Renewal Option

This Agreement may be renewed at the same terms and conditions hereunder for three, one year periods at the discretion of Authority's Board of Directors ("Board"). Such renewal will be effective by issuance of an amendment. If all such renewal options are exercised and approved by Authority's Board, this Agreement will have a final termination date of June 30, 2020.

3.04 Commencement of Fees and Charges

All fees and charges hereunder will commence on July 1, 2012 and will continue for the term of this Agreement.

3.05 Early Termination of Agreement

Authority will have the right to terminate the Agreement immediately, and without notice, for cause, and may terminate without cause at any time upon 30 days' written notice to Company. Company will not, at any time during the term of this Agreement, abandon, terminate, or cease to operate the Parking Facility or Shuttle Service without prior written approval from Authority.

ARTICLE 4  
COMPENSATION

4.01 Fees

A. Management Fee

As compensation for operating, managing and maintaining the Parking Facilities and Shuttle Service, Company will be paid, in equal monthly installments, a fixed annual management fee. Payment will be paid in arrears on a monthly basis.

The annual management fees are as follows:

<u>Operations and Management Term</u>	<u>Annual Management Fee</u>
July 1, 2012 through June 30, 2013	\$_____
July 1, 2013 through June 30, 2014	\$_____
July 1, 2014 through June 30, 2015	\$_____
July 1, 2015 through June 30, 2016	\$_____
July 1, 2016 through June 30, 2017	\$_____

B. Maintenance Fee

As compensation for the maintenance costs of the Shuttle Buses, Authority will pay Company a fixed maintenance fee in the sum of \$\_\_\_\_\_ per month for 60 months. Maintenance costs for Company Provided Vehicles will be included in the annual management fee and will not be separately reimbursed by Authority.

C. Shuttle Buses and Authority Provided Vehicles Leasing Fee

Company will pay a one-time leasing fee of one dollar and no/100 (\$1.00) to lease all Shuttle Buses and Authority Provided Vehicles. The leasing fee will be included in the July 2012 monthly budget as a credit.

4.02 Operating Expenses

A. Annual Budget

Company will prepare and submit an annual budget to Operations in accordance with Section 4 of the Processes and in accordance with this Agreement. The approved annual budget will include all anticipated costs and expenses to be incurred by Company in its normal operations under the Agreement, excluding non-reimbursable expenses as defined herein.

B. Monthly Budget

Company will prepare and submit a monthly budget to Operations each calendar month in accordance with Section 4 of the Processes and in accordance with this Agreement. The monthly budget will include projected costs of maintaining and operating the Parking Facilities and Shuttle Service for the next ensuing month, excluding non-reimbursable expenses. Approved monthly budget expense amounts will constitute the maximum payable for each category of expenditure, except for special items approved in advance in writing by Authority.

4.03 Reimbursement of Approved Operating Expenses

A. Cumulative monthly reimbursements of expenses for equipment, supplies, and services will not exceed the annual budget. Requests for an amendment to the annual budget will be submitted in writing by Company and be accompanied by a written justification of the need.

B. Company will pay all approved costs and expenses connected with the operations hereunder when due. On or before the 10th day of each month, Company will submit to Authority the monthly report, as described in Section 5(B) of the Processes, incurred and paid in the operations of the Parking Facilities and Shuttle Service for the preceding month of operation, the fixed monthly management fee, and the fixed monthly maintenance fee.

- C. Failure to submit a properly documented invoice will result in non-payment of the undocumented expenses. The specific documentation required for reimbursement is detailed by Authority in Section 5 of the Processes. Authority will reimburse Company within 30 days after receipt of the fully documented expense requisition.

#### 4.04 Reimbursable Expenses

To be eligible for reimbursement, expenses must be pre-approved by Authority. "Reimbursable Expenses" is hereby defined as all anticipated operating expenses to be incurred by Company in the normal operation, management, and maintenance of the Parking Facilities and Shuttle Service and included in the annual operating budget subject to approval provided by Authority, including but not limited to, the following:

- A. Resident manager's and assistant manager's salary, as approved by Authority, and all other associated payroll costs, such as payroll taxes, health care program costs and related benefits.
- B. Staffing costs of all other employees whether full-time or part-time that are necessary to operate the Parking Facilities and Shuttle Service. Any overtime reimbursement requested from Authority will be within the overtime allowance established in Company's approved budget and may require an explanation of the need for such overtime.
- C. All payroll taxes and any similar charges, employee benefit costs including paid days off, health insurance, workers' compensation insurance and unemployment insurance, and any similar charges, as approved, relating to salaries and wages under Subsections A and B above.

The workers' compensation insurance reimbursement by Authority will be six percent (6%) applied to each month's total payroll.

- D. The cost of uniforms and badges. Any Company issued articles missing from the inventory or those not returned upon termination by an employee will be non-reimbursable.
- E. The cost of training and licensing for existing local employees, as approved by Authority.
- F. Any advertising and promotional costs; however, these must be approved in advance by Authority in writing.

- G. The cost of credit card processing and related equipment necessary for the Parking Facilities subject to Authority approval.
- H. The cost of local employment screening, hiring, and training of employees.
- I. Cost of repairs and maintenance of Parking Facilities and Shuttle Service operational areas and offices, including sweeping and cleaning operations and any other repairs necessary for the direct operation of the Parking Facilities and Shuttle Service as provided for in the Processes.
- J. The cost of fueling, use taxes, change of title, and vehicle registration for the Shuttle Buses. The cost of maintaining and repairing the Shuttle Buses will be reimbursed as provided for in Section 4.01, Paragraph B, of this Agreement.
- K. Any capital expense, upon prior approval by Authority that is deemed necessary for the direct operation of the Parking Facilities and Shuttle Service.
- L. The cost of approved armored car service.
- M. The cost of marketing services to promote the Airport parking and related value added services as requested and approved by Authority.
- N. Other reasonable costs approved in writing and in advance by Authority.

4.05 Non-Reimbursable Expenses and Fees

"Non-Reimbursable Expenses" is hereby defined as the following expenses which are specifically excluded from the annual operating budget and will be provided by Company without additional cost to Authority (Non-Reimbursable Expenses are deemed included in the management fee):

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, executive personnel of Company, or any home office employee.
- B. The cost of licenses, permits, and fees, excluding registration fees for Company Provided Vehicles, obtained pursuant to existing federal, state, county or city statute, ordinance, rule or regulation.
- C. Internal accounting and audit costs obtained pursuant to existing federal, state, county or

city statute, ordinance, rule, or regulation.

- D. Home office travel or accommodation, home office telephone/communication expenses, home office computer equipment, home office entertainment, and home office general office expenses, as well as any travel and entertainment of local personnel.
- E. The cost of any and all penalties and fines paid by Company and its employees.
- F. The cost or expenses of legal representation.
- G. The cost of any independent external audits as maybe required by Authority.
- H. The cost of any and all guarantees, bonds, or letters of credit, broker fees, and the cost of the insurance requirements including any deductibles, except as specifically provided for as a Reimbursable Expense.
- I. Any contract negotiation expenses.
- J. Financing costs associated with Company's working capital.
- K. Liquidated damages payable in accordance with the terms of this Agreement.
- L. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of Company or Company's employees or agents.
- M. Company's cost of funds necessary to pay operating expenses prior to reimbursement by Authority.
- N. The cost of obtaining and maintaining the cashier change bank.
- O. The cost of any payments made by Company to Authority related to the Indemnification Article of this Agreement.
- P. Any cashier or revenue shortages.
- Q. Federal, state, and local income, personal and applicable sales use and personal property taxes incurred by Company or individuals of Company, its agents and

employees in its operations.

- R. Any late payments or interest charges incurred.
- S. Long distance telephone charges not directly related to services provided under this Agreement, including long distance telephone charges between the local and home/corporate office and personal calls.
- T. The cost of cellular telephones and communications made by cellular telephones not supplied by Authority.
- U. Start up and transition costs related to the commencement of operations under this Agreement.
- V. Any fees associated with the replacement of lost badges.
- W. Any operating expense not included above as a reimbursable expense, and not approved in writing by Authority.

#### 4.06 Gross Receipts

##### A. Definition of Gross Receipts

The term "Gross Receipts," as used herein, means all fees and charges collected (or due hereunder) by Company resulting from Company's operations under this Agreement at the Airport.

##### B. Collection and Deposit of Gross Receipts

Company will collect, hold in trust for Authority, account for, and deposit daily in the bank account designated by Authority, and in the name of Authority, all Gross Receipts derived from Company's operations hereunder.

##### C. Protection of Gross Receipts

All Gross Receipts derived from Company's operations hereunder are public funds of Authority and will be held in trust by Company while the funds are in its custody and control. Should any of such Gross Receipts be lost, stolen, or otherwise unlawfully removed from the custody and control of Company and if any counterfeit currency is accepted by Company, Company will continue to be responsible therefore and will deposit in the bank designated by Authority a like sum of monies within 48 hours of

discovery of such loss, theft, or unlawful removal. Should said loss, theft, or unlawful removal be insured or otherwise secured by Company, any payments made to Authority by such insurance company, bonding company, or other, when paid to Authority, will be reimbursed to Company to the extent of such deposit. Company will be responsible for any increase in Authority's banking service charges resulting from Company's failure to follow established and approved procedures.

4.07 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Agreement for the convenience of Authority, Authority will compensate Company for:

- A. All services performed prior to the effective date of termination.
- B. Reimbursable expenses due up to the date of termination.
- C. Expenses incurred by Company in effecting the termination of services and work, as approved in advance by Authority.

4.08 Non-Entitlement to Anticipated Fees in the Event of Service Termination, Elimination, Cancellation and/or Decrease in Scope of Services

In the event the services required under this Agreement are terminated, canceled, or decreased due to termination and/or are modified by subsequent issuance of amendment(s) and/or supplemental task authorization(s), Company will not be entitled to receive compensation for anticipated fees, profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

ARTICLE 5

VEHICLE LEASE PROVISIONS

The Authority purchased the Shuttle Buses and the Authority Provided Vehicles, hereinafter collectively referred to as Leased Vehicles. It is the intention of Authority to lease the Leased Vehicles to Company for the term of the Agreement. Therefore, it is understood and agreed by and between the Parties as follows:

5.01 Definitions of Lessor and Lessee

- A. Lessor  
Lessor, party that owns the Leased Vehicle, refers to Authority, the Leased Vehicle owner.

B. Lessee

Lessee, party who leases the Leased Vehicle, refers to Company.

5.02 Description of Leased Vehicles

The Leased Vehicles are listed on Attachment G, Leased Vehicle Schedule, dated April 1, 2012. Attachment G may be modified from time to time by Authority to include the addition, replacement, or removal of Leased Vehicles without formal amendment to this Agreement. The Lease Vehicles are specifically described in the Processes as follows: 1) Shuttle Buses – Section 3(A)(1)(a); and 2) Authority Provided Vehicles – Section 3(A)(2)(a).

5.03 Terms and Conditions of Lease

A. Possession of Leased Vehicles

(1) Lessor will turn over possession of the Shuttle Buses to Lessee on May 1, 2012 and will continue through June 30, 2017.

(2) Lessor will turn over possession of the Authority Provided Vehicles to Lessee on July 1, 2012 and will continue through June 30, 2017.

B. Lease Amount

Lessee agrees to lease from Lessor, and Lessor agrees to lease to Lessee, the Leased Vehicles at a rent of one dollar and no/100 (\$1.00) (“Lease Amount”) on the terms and conditions contained in this Article 5 and elsewhere in this Agreement. The Lease Amount will be included in the July 2012 monthly budget submitted under the Agreement and will appear as a credit to the Lessor. There will be no additional charge for mileage or hours used.

C. Title to Authority Provided Vehicles

Title to all Authority Provided Vehicles will remain with Authority and Company will not place a lien on an Authority Provided Vehicle.

D. Insurance

Lessee will provide and maintain the required insurance coverage and limits as specifically described in the Insurance Article in this Agreement. Lessee agrees to cause its employees, agents and subcontractors to cooperate fully with the Lessor and the insurance carrier in reporting and investigating any and all vehicle accidents involving the Leased Vehicles, and in the pursuit or defense of claims for bodily injury, including death,

or property damage resulting or alleged to have resulted from the operation, maintenance, or use of the Leased Vehicles.

E. Use of Leased Vehicles

Except as otherwise expressly provided in this Agreement, Lessee may use the Leased Vehicles only for the operation and management of the Parking Facilities and Shuttle Service. Any use of the Leased Vehicles other than for uses permitted by this Agreement must be requested in advance in writing by the Lessee and approved in advance in writing by the Lessor. Lessor's approval shall be wholly discretionary.

F. Indemnification

By acceptance of the Leased Vehicles, Lessee agrees to indemnify Authority in the Lessee's use of the Leased Vehicles as stated in the Indemnification Article of this Agreement.

G. Operation and Maintenance

Lessee is responsible for assuring that all vehicle drivers operating the Leased Vehicles are properly licensed with a valid State of Florida driver's license for the class of vehicle encompassing the Leased Vehicle. Lessee agrees not to install devices on the Leased Vehicles so as to damage or mar the exterior surfaces or glass with fasteners, clips, or other hardware that can lead to leaks, body damage, scratching, denting, or other similar damage. Only items approved in advance by Operations may be installed on Leased Vehicles. Maintenance of the Leased Vehicles will be in accordance with this Agreement and the Processes.

H. Condition of Leased Vehicles Upon Commencement of Lease

The Parties assume that the Leased Vehicles are fully operational and all scheduled maintenance is "current." No later than May 15, 2012, the Lessee will fully inspect all Shuttle Buses and related, existing documentation, and provide a listing by vehicle ID number of any maintenance that appears to be in arrears, along with complete firm, fixed pricing to correct any deficiencies. The same will occur no later than July 15, 2012, by the Lessee for all Authority Provided Vehicles. Authority will review the reports and within ten (10) days, Authority will: 1) direct Lessee in writing to perform such maintenance and invoice Lessor separately upon completion of the work; 2) accept stated conditions as "normal wear and tear"; or 3) have the work performed by other parties. Lessee will complete the agreed-upon work as directed by Lessor within thirty (30) days of such notification.

I. Leased Vehicles Upon Termination

Upon the expiration or earlier termination of this Agreement, Lessee shall promptly return the Leased Vehicles to Lessor at the location specified by Lessor; when so returned, the Leased Vehicles shall be clean, in good operation and repair with normal wear and tear expected, and free and clear of all liens and encumbrances. Lessor may terminate for convenience by giving thirty (30) calendar days written notice. The Authority will have no obligation to make a pro-rata refund on any lease payment.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

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

ARTICLE 7

QUALITY ASSURANCE

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

ARTICLE 8

BOOKS, RECORDS, AND AUDITING REQUIREMENTS

8.01 Books and Records

Company will maintain during the term of this Agreement all books of account and records customarily used in this type of business operation, in accordance with generally accepted accounting principles, which will show all the Gross Receipts, as defined herein, and all the costs of operation of such business upon or with the Airport.

8.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

### 8.03 Audits and Inspections

Authority may cause, without cost to Company, inspections and audits to be made of the operations of Company hereunder in accordance with the following:

- A. Company will provide Authority's duly-authorized representative free and unrestricted access to all records of Company or its parent or subsidiaries associated with or related to the operation of the Parking Facilities and Shuttle Service within ten business days' written notice from Authority. Records associated with or related to the operation of the Parking Facilities and Shuttle Service, including parking revenue and expense reimbursements at the Airport, will be available for a period of three years following the end of the Agreement. Company will not destroy any records pertaining to the operation of the Parking Facilities and Shuttle Service at the Airport without the express written permission of Authority. In those situations where Company's records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), Company agrees to provide Authority's representative with extracts of data files in a computer readable format on data disks or suitable alternative computer data exchange formats at no additional cost.
  
- B. Company will also allow Authority's representative to interview all current or former employees, owners and subcontractors to discuss matters pertinent to the performance of this Agreement. Company agrees to include these provisions granting Authority access to business records in its future contracts with subcontractors relating to the Parking Facilities and Shuttle Service. Company agrees to allow Authority direct access to subcontractors and service providers, such as, revenue control equipment, credit card processing company, and will allow these companies to correspond with Authority directly. If delays or additional costs are incurred in connection with such audit which are caused by Company, Company will be responsible for such additional costs.
  
- C. If an audit or inspection performed in accordance with this Article reveals business expenses unallowable under the terms of the Agreement by Company, Company will, upon written notice from Authority, reimburse Authority any such overpriced or unallowable expenses within 30 days from presentation of Authority's findings to Company, plus interest thereon, from the date such fees or charges became due to the date of payment, at the FRBNY prime rate in effect on the date the fees or charges became due plus four percent (+4%) or 12% per annum, whichever is greater. If, as a result of such audit, it is established that Company has overcharged for allowable expenses and/or charged for unallowable expenses in excess of one percent of the total amount reimbursed for any year during the Agreement term, the Authority may require Company to pay the entire expense of said audit.

- D. Authority reserves the right to audit the books and records of Company's parking receipts at any time for the purpose of verifying the Gross Receipts under this Agreement. Any additional monies due as a result of said audit will forthwith be paid by Company to Authority with interest thereon, from the date such fees or charges became due to the date of payment, at the FRBNY prime rate in effect on the date the fees or charges became due plus four percent (+4%) or 12% per annum, whichever is greater.

## ARTICLE 9

### DEFAULT AND TERMINATION RIGHTS

#### 9.01 Events of Default

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

- A. The failure or omission by Company to carry out duties under this Agreement or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The insolvency of Company; or if Company takes the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's non-compliance with Florida Statute Section 287.133 – Concerning Criminal Activity on Contracts with Public Entities.

#### 9.02 Authority's Remedies

In the event of any of the foregoing events of default, Authority, at its election, may exercise the following option, the exercise of which will not be deemed to preclude the exercise of any other remedy otherwise provided by statute or general law:

Declare this Agreement to be terminated, ended, null and void.

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

#### 9.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement.

#### 9.04 Company's Remedies

Upon 30 days' written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any fees or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority,

preventing Company from operating its business for a period of 90 consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

ARTICLE 10  
INDEMNIFICATION

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

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

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

ARTICLE 11  
DATA SECURITY

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

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

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

ARTICLE 12  
NON-DISCLOSURE

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

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

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

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

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

ARTICLE 13  
INSURANCE

13.01 Insurance Terms and Conditions

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

13.02 Required Coverage – Minimum Limits

A. Commercial General Liability

The minimum limits of Commercial General Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering liability resulting from, or in connection with, operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company are:

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

B. Workers' Compensation and Employer's Liability Insurance

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

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

C. Business Automobile Liability Insurance

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

Each Occurrence – Bodily Injury and Property  
Damage combined \$1,000,000

D. Garagekeepers' Legal Liability

The minimum limits for Garagekeepers' Legal Liability for Comprehensive and Collision damage to patrons' vehicles.

Limits of coverage will not be less than: \$1,000,000

- E. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the General Liability and the Business Automobile Policy. If applicable, the amounts specified as Agreement specific will be an initial layer of coverage which will be applicable only to claims arising out of, or in connection with, the work performed or the use or occupancy of Authority premises in connection with this Agreement and will not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of Authority premises in connection with this Agreement. The amounts specified as total limits will be the total minimum limits required, including the initial layer.

13.03 Conditions of Acceptance

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

ARTICLE 14  
GUARANTEES

Prior to the commencement of the Agreement, Company will provide to Authority and maintain for the term of the Agreement a fidelity guaranty, performance guaranty and payment guaranty with a surety company satisfactory to Authority and licensed to conduct business in the State of Florida as follows:

14.01 Fidelity Guaranty

Company will provide to Authority a primary commercial blanket bond or an employee dishonest insurance policy covering all Company's personnel under this Agreement in the amount of \$500,000 each loss, to reimburse Authority for monetary losses experienced due to the dishonest acts of Company's employees.

14.02 Performance Guaranty

Company will provide to Authority a performance bond or letter of credit in the sum of \$1,000,000, guaranteeing that Company will faithfully perform its duties as prescribed in the Agreement and Processes.

14.03 Payment Guaranty

Company will provide to Authority a payment bond or letter of credit in the sum of \$1,000,000, guaranteeing Company will promptly make payment to all persons supplying it labor, materials, supplies and services used directly or indirectly by the Agreement.

If at any time after commencement of the Agreement and receipt of said guarantees by Authority, Authority will reasonably deem the surety or sureties upon such guaranty or guarantees to be unsatisfactory, or if, for any reasons, such guaranty or guarantees ceases to be adequate to cover the performance of the Agreement or prompt payment as above specified, Company will, at its expense within five days of written notice from Authority to do so, furnish additional guaranty or guarantees in such form and amount and with such surety or sureties as will be deemed satisfactory to Authority. In such event, no further payment to Company will be deemed due under the Agreement until such new or additional guaranty or guarantees are furnished in a manner and form satisfactory to Authority.

ARTICLE 15  
LIQUIDATED DAMAGES

15.01 If any portion of the services required by this Agreement is not commenced on July 1, 2012, Authority will incur substantial injury, including loss of use of facilities, loss of revenue and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of certainty. Such liquidated damages are not a penalty, but are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by Authority as a consequence of such violations or failures. If liquidated damages are assessed against Company, that assessment is in addition, and not in lieu of, all other remedies available to Authority under this Agreement. Upon imposition of liquidated damages under this Article, Authority may either deduct the liquidated damage amounts from any payment due to Company or deduct the liquidated damages from Company's performance guaranty within ten days of the date the liquidated damages were imposed.

15.02 Liquidated Damages For Failure to Commence Operations

For each 24 hour period after 12:01 a.m., July 1, 2012, that Company fails to commence operations, Authority will impose liquidated damages of \$5,000.00. If Company has not commenced operations by 12:01 a.m., July 15, 2012, the entire performance guaranty is forfeited to Authority as liquidated damages, and Authority may terminate this Agreement without further notice to Company or liability on the part of Authority.

15.03 Waiver of Liquidated Damages

Authority may waive liquidated damage charges if it determines that the failure in service was unavoidable, as solely determined by Authority. Any such determination will be final and conclusive. If Company believes that the occurrence of a particular event may cause a delay in the commencement of its services, it is Company's responsibility to immediately notify Authority of the event. Regardless of whether Company gives such notice, Authority is not obligated to waive the imposition of liquidated damages.

ARTICLE 16

TAKEOVER OF SERVICES

Authority will have the absolute right to immediately take over the operations of the Parking Facilities and Shuttle Service, either by itself or through others, by reason of Company's failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the personnel necessary to keep the Parking Facilities and Shuttle Service open for public patronage.

ARTICLE 17

INVALIDITY OF CLAUSES

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

ARTICLE 18

NONDISCRIMINATION/AFFIRMATIVE ACTION

Company assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR part 152, subpart E (Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, *inter alia*, that no person will be excluded from participating in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Company, if required by such

regulations, will provide assurances to Authority that Company will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.

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

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

## ARTICLE 19

### AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

#### 19.01 Authority's Policy

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

#### 19.02 Non-Discrimination

A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of 49 CFR part 23 in the award and administration of

agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.

- B. This Agreement is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR part 23. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

#### 19.03 ACDBE Participation and Compliance

- A. ACDBE Goal: Company agrees that it will subcontract with ACDBE firms, certified with the Florida Unified Certification Program, in an amount equal to at least 15 percent of the value of goods and services purchased under the Agreement generated by Company for each year of the term, or clearly demonstrate in a manner acceptable to Authority its good faith efforts to do so. Company will contract with those ACDBEs as provided in Company's plan for achievement of the ACDBE goal, as stated in the ACDBE Assurance and Participation form and Letter of Intent for each ACDBE presented with Company's proposal and approved by Authority, which is incorporated by reference into this Agreement.
- B. ACDBE Termination and Substitution: Company will not terminate an ACDBE for convenience without Authority's prior written consent. If an ACDBE is terminated by Company with Authority's consent or because of the ACDBE's default, then Company must make a good faith effort, in accordance with the requirements of 49 CFR part 23.25(e)(1)(iii) and (iv) to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.
- C. Reporting Requirements: Company agrees that within 15 days after the expiration of each calendar month during the term of this Agreement, it will provide an ACDBE Utilization Activity Report to Authority's DBE Program Manager reflecting, in a form acceptable to Authority, the total actual payments received by each of its ACDBE subcontractors and vendors for such fiscal year, calculated in accordance with the requirements of 49 CFR part 23. If the ACDBE participation herein required is not met, Company will explain in its report

the reasons for its failure to meet the prescribed goal and the corrective action(s) Company proposes to take in the next fiscal year(s) to meet said goal.

- D. Monitoring: Authority will monitor the compliance and good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the ACDBE participant, and other records pertaining to the ACDBE participation plan, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Company for the achievement of these goals.
  
- E. Prompt Payment: Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.
  
- F. Sanctions for Non-Compliance: Authority may, in addition to pursuing any other available legal remedy for Company's failure to comply with this Article, terminate, suspend or cancel this Agreement in whole or in part; and/or suspend or debar Company from eligibility to contract with Authority in the future or to receive bid packages or request for proposal packages, unless Company demonstrates, within a reasonable time as determined by Authority, its compliance with the terms of this Article or its good faith efforts to comply.

## ARTICLE 20

### AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Chapter 11, "Florida Accessibility Code for Building Construction;" and any similar or successor laws, ordinances, rules,

standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 21  
RIGHT TO AMEND

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

ARTICLE 22  
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 23  
SUBORDINATION OF AGREEMENT

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

ARTICLE 24  
SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement, made by Authority, authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 25  
AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer, or designee, is hereby empowered to act on behalf of Authority.

ARTICLE 26  
HEADINGS

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

ARTICLE 27  
ASSIGNMENT

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

ARTICLE 28  
APPLICABLE LAW AND VENUE

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

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

ARTICLE 29  
NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 30  
NOTICES AND COMMUNICATIONS

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

**TO AUTHORITY:**

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
P.O. Box 22287  
TAMPA, FLORIDA 33622-2287  
ATTN: CHIEF EXECUTIVE OFFICER

**OR**

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
MAIN TERMINAL, 3<sup>RD</sup> FLOOR, BLUE SIDE  
4100 GEORGE J. BEAN PARKWAY  
TAMPA, FLORIDA 33607  
ATTN: CHIEF EXECUTIVE OFFICER

**TO COMPANY:**

(MAIL DELIVERY)

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

(HAND DELIVERY)

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

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

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

ARTICLE 31  
RELATIONSHIP OF THE PARTIES

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

ARTICLE 32  
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time

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

ARTICLE 33  
DAMAGING ACTIVITIES

No goods or materials will be kept, stored, or used in or on Premises that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to Premises. Nothing will be done on Premises, other than as provided in this Agreement, that will increase the rate of or suspend the insurance on Premises or on any structure of Authority. No machinery or apparatus will be used or operated on Premises that will damage Premises or adjacent areas; provided, however, that nothing in this section will preclude Company from bringing or using on or about Premises, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Company's business under this Agreement.

The term "Hazardous" will mean:

- 33.01 Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
  
- 33.02 Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
  
- 33.03 Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or

- 33.04 Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- 33.05 Any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
- 33.06 Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

ARTICLE 34  
TIME IS OF THE ESSENCE

Time is of the essence for this Agreement.

ARTICLE 35  
COMPANY TENANCY

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

ARTICLE 36  
COMPLETE AGREEMENT

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

ARTICLE 37  
MISCELLANEOUS

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

ARTICLE 38  
ORDER OF PRECEDENCE

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

- A. Terms and conditions as contained in this Agreement;
- B. RFP No. 11-534-046: Parking Facilities and Shuttle Services Management, issued November 16, 2011, and all its addenda;
- C. Company's response to RFP No. 11-534-046, and any subsequent information submitted by Company during the evaluation process.

ARTICLE 39  
SCRUTINIZED COMPANIES LIST

This Agreement will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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

**HILLSBOROUGH COUNTY AVIATION  
AUTHORITY**

**ATTEST:** \_\_\_\_\_  
Joseph F. Diaco, MD, Secretary

**BY:** \_\_\_\_\_  
Steven G. Burton, Chairman

Address: PO Box 22287  
Tampa FL

Address PO Box 22287  
: Tampa FL

**LEGAL FORM APPROVED:**

**WITNESS:** \_\_\_\_\_  
Signature

**BY:** \_\_\_\_\_  
David Scott Knight, Assistant General Counsel

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

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

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

**COMPANY**

Signed in the Presence of:

BY:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Address

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

\_\_\_\_\_  
City/State/Zip

**COMPANY**

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

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

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by  
\_\_\_\_\_ in the capacity of \_\_\_\_\_,  
(Individual's Name) (Individual's Title)

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

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

Stamp or Seal of Notary

\_\_\_\_\_  
Signature of Notary

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

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



**ATTACHMENT G  
LEASED VEHICLE SCHEDULE  
Date: April 1, 2012**

Authority Inventory Number	Make	Model	VIN	Weight	License Plate No.	Body No.	Date	Mileage
123387	Ford	Ranger Ext Cab	1FTKR1ED7BPA25598		AMC3670	54-4286	02/2011	TBD
123385	Ford	Ranger Ext Cab	1FTKR1ED3BPA25596		AMC3713	54-4290	02/2011	TBD
123386	Ford	Ranger Ext Cab	1FTKR1ED5BPA25597		AMC3694	54-4292	02/2011	TBD
008685	Power Boss	SW/9XT	5663072		N/A	68-5404	01/2003	N/A
100338	Tennant	6600	6600-25848		N/A	68-5409	12/2005	N/A
123363	John Deere	TS	M04X2SD053021		N/A	75-4311	01/2011	N/A
123362	John Deere	TS	MD4X2SD053024		N/A	75-4312	01/2011	N/A
122016	Yamaha	G22EW	JU2-404492		N/A	75-4313	2006	N/A
008697	Carryall	Club Car	FG0401-359385		N/A	75-4314	08/2003	N/A
0012267	Yamaha	G22EW	JU2-404493		N/A	75-4315	2006	N/A
TBD	John Deere	TS	TBD		N/A	75-4311	TBD	N/A
TBD	Xtremegreen	Sentinel PMV	TBD		N/A	TBD	TBD	N/A
TBD	Ford	Starcraft Bus – Allstar 24'	TBD		TBD	TBD		
TBD	Ford	Starcraft Bus – Allstar 24'	TBD		TBD	TBD		
TBD	Ford	Starcraft Bus – Allstar 24'	TBD		TBD	TBD		
TBD	Ford	Starcraft Bus – Allstar 24'	TBD		TBD	TBD		
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