

CONTRACT NUMBER 19-0104

FOR

PARKING AND GROUND TRANSPORTATION MANAGEMENT SERVICES

BY AND BETWEEN

THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

AND

ABM AVIATION, INC

THIS CONTRACT, made and entered into this 1st day of November 2018, (the “Contract”), by and between **ABM Aviation, Inc** (“Company” or “Contractor”) and **Memphis-Shelby County Airport Authority**, a body politic and corporate organized and existing under and by virtue of the laws of the State of Tennessee, (“Authority” or “Sponsor”). The Authority and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH THAT:

For and in consideration of the mutual promises, covenants, and stipulations of each Party to the other, the Company agrees to provide the Authority with services on the terms and conditions set forth herein as follows:

1 PERFORMANCE

Company shall provide Parking and Ground Transportation Management Services (“Services”) to the Authority in accordance with the Scope of Services (“Scope of Services”), which is attached hereto as Exhibit A and incorporated herein by reference. The Authority and the Company agree that from time to time it may be necessary to add to, delete from, or amend the Scope of Services in order to better meet the needs of the Authority, as determined by the Authority in its sole discretion. In such event, the Parties shall in writing, amend this Contract if the Parties reach an agreement on modifications of the Scope of Services and Compensation, which is defined in Section 2 below.

2 COMPENSATION

For satisfactory performance, the Authority agrees to pay the Company in accordance with the Schedule of Compensation (“Compensation”) which is attached hereto as Exhibit B and incorporated herein by reference. The Authority agrees to remit payment to Company within thirty (30) days of receipt of a properly submitted

and approved invoice with a complete itemization of the charges, including any and all supporting documentation. However, if Company has an outstanding debt with the Authority for any fees or expenses related to this Contract, and the debt is over thirty (30) days past due, the Authority reserves the right to deduct the amount owed from the Company's submitted invoice.

3 TERM AND RENEWAL

The initial term of this Contract shall be for a period of five (5) years commencing on the start date of the Contract ("Contract Term"). The Authority, in its sole discretion, reserves the option to extend the Contract Term for up to two (2) additional years ("Renewal Terms") by giving written notice to the Company at least ninety (90) days before the expiration of the Contract Term or any Renewal Term.

4 BREACH OF CONTRACT TERMS

Any violation or breach of the terms of this Contract on the part of the Company or their subcontractors may result in the termination of this Contract or such other action that may be necessary to enforce the rights of the Parties to this Contract. The duties and obligations imposed by the Contract Documents, as defined in Section 26 below, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

5 TERMINATION OF CONTRACT

The Authority may, at any time upon thirty (30) days written notice, terminate this Contract in whole or in part at any time, either for the Authority's convenience or because of failure by Company to fulfill the Contract obligations. Upon receipt of such notice, services shall be discontinued on the effective date of termination (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Authority.

If the Authority terminates this Contract, the Authority shall be liable under the payment provisions of this Contract only for payment for services rendered and expenses incurred before the effective date of termination.

Company may terminate this Contract upon thirty (30) days written notice to Authority if Authority is in material breach of this Contract and fails to cure the breach before the end of the thirty (30) day notice period.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Company had not so failed, the termination shall be deemed to have been effected for the convenience of the Authority.

The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

6 UPON TERMINATION

If this Contract is terminated prior to Company's completion of the services to be performed hereunder, then all finished or unfinished documents or other materials prepared or obtained by Company pursuant to this Contract shall become the Authority's property to the extent allowable by law and accounting standards. If this Contract is terminated prior to Company's completion of the services to be performed hereunder,

Company shall return to Authority any sums paid in advance by Authority for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Company shall prepare an accounting of the services performed and money spent by Company up to the effective date of termination and shall return to Authority any remaining sums within thirty (30) days of such date.

7 DEFAULTS AND REMEDIES

7.1 DEFAULTS

Company shall be in default of this Contract upon the occurrence of any of the following events:

- a. If Company fails to comply with any of the provisions required of Company under this Contract, and such failure continues for a period of twenty-four (24) hours after written notice thereof is given to Company by the Authority; or
- b. If, by operation of law or otherwise, the right, title, or interest of Company in this Contract is transferred to, passes to, or devolves upon any other person, firm, or corporation without prior written consent of the Authority; or
- c. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with Company's performance under this Contract, and which attachment, execution, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days; or
- d. Upon the suspension, revocation, or termination of any power, license, permit, or authority that has the effect of preventing Company from performing under this Contract.

7.2 REMEDIES

Upon the occurrence of any one or more of the events as set forth above, or upon any other default or breach of this Contract by Company, the Authority may, at the Authority's sole option, exercise concurrently or successively, any one or more of the following rights and remedies without waiving such default or breach:

- a. Interplead funds to a court or pay any sum required to be paid by Company to parties other than the Authority, and which Company has incurred in connection with this Contract and failed to pay. Any amount so paid in good faith by the Authority, together with interest thereon at the maximum rate provided by law from the date of such payment, and all expenses connected therewith shall be repaid by Company to the Authority on demand; or
- b. Enjoin any breach or threatened breach by Company of any covenants, sections, terms, provisions, or conditions hereof; or
- c. Bring suit for the performance of any covenant devolving upon Company for performance or damage thereof, all without terminating this Contract; or

- d. Terminate this Contract upon ten (10) days written notice to Company, specifying date of termination and upon payment of all fees and expenses incurred prior to termination.

8 RIGHTS AND REMEDIES CUMULATIVE AND NOT EXCLUSIVE

All rights and remedies granted to Authority herein and any other rights and remedies which Authority may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that Authority may have exercised any remedy without terminating this Contract shall not impair Authority's rights thereafter to terminate or to exercise any other remedy herein granted or to which Authority may be otherwise entitled.

9 RECOVERY OF FEES AND EXPENSES

In the event of any claim or other matter in question between the Authority and Company arising out of, or relating to, this Contract or the breach thereof and in addition to any other remedies or recoveries provided herein, the Company shall be liable for and shall promptly reimburse the Authority for any cost or expense incurred by the Authority, including fees and expenses of its attorneys, consultants, and experts, as a result of (i) Company's failure to perform in accordance with the terms of this Contract; (ii) breach of the warranties and guaranties set forth in this Contract; or (iii) any successful action taken by the Authority to enforce the terms of this Contract.

10 WAIVER

Waiver by the Authority of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of Authority, and forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of same to be performed by Company to which the same may apply and, until complete performance by Company of the term, covenant, or condition, Authority shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

11 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance under this Contract (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (i) by causes beyond that Party's reasonable control and (ii) occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or Party to substantially meet its performance obligations under this Contract, provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused; however, such delays shall not be grounds for an adjustment in Compensation.

12 ASSIGNMENT

The Company shall not assign the Contract or any part hereof or any monies due or to become due hereunder without the prior written approval of the Authority, except to any successor entity still wholly-owned by ABM

Industries Incorporated or wholly-owned by an ABM Industries Incorporated wholly-owned subsidiary. Company shall notify Authority in writing of the anticipated business change and the date it will become effective.

13 SUCCESSORS AND ASSIGNS

The Authority and the Company each binds itself and its partners, successors, executors, administrators and assigns, to the other Party of this Contract and to the partners, successors, executors, administrators, and assigns of such other Party with respect to all covenants, terms, provisions, and conditions of this Contract. Neither the Authority nor the Company shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other; provided, however, that claims for money due, or to become due the Company from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of such assignment or transfer shall be furnished promptly in writing to the Authority. Except as provided for above, if Company should subcontract, assign, or transfer any part of Company's interests or obligations under this Contract without the prior written approval of Authority, it shall constitute a material breach of this Contract.

14 INDEPENDENT COMPANY

Company is an independent contractor with respect to all services performed under this Contract. Company accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Company on work performed under the terms of this Contract. Company shall defend, indemnify, save, and hold harmless the Authority from any claims or liability for such contributions, benefits or taxes. Nothing contained in this Contract, nor any act of the Authority or Company, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with the Authority. The Company is not the Authority's agent and the Company has no authority, express, apparent or otherwise, to take any action or execute any documents on behalf of the Authority.

15 NO FINANCIAL INTEREST

Company understands and agrees that no Authority employee or member of the Board of Commissioners of the Authority, Memphis City Council, or Shelby County Board of Commissioners shall receive any financial benefit arising out of this Contract, either directly or indirectly. Further, any fees paid to any person or entity by the Company for assistance in obtaining this Contract with the Authority have been fully disclosed to the Authority in Company's Response, as defined in Section 25 below, and supplemented in writing as necessary throughout this process.

16 INDEMNIFICATION

Company shall defend, indemnify, and hold harmless the Authority and its commissioners, officers, agents and employees, from and against all claims, damages, demands, liability, losses, costs, acts of God, fines, and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of or resulting from any negligent acts or omissions in connection with Company's performance of this Contract, to the extent caused in whole or in part by Company or its employees, officers, agents, or subcontractors, or caused by others for whom Company is liable except to the extent of negligence of the Authority or any of its commissioners,

directors, officers, agents or employees. The indemnity set forth in this Section 16 shall survive the expiration or earlier termination of this Contract.

When the Company is obligated to provide the Authority a defense hereunder, it shall do so with qualified counsel that is selected by the Company and approved by the Authority. Such approval shall not be unreasonably withheld. In light of the Authority and Company's continuing relationship, however, the potential for conflicts of interests exists if the same counsel represents both the Authority and Company when the Company accepts the Authority's tender of defense subject to a reservation of rights. Therefore, in the event the Company accepts the Authority's tender under a reservation of rights, the Authority retains the right to select its own counsel from a list of qualified attorneys provided by Company or Company's insurer. The selected counsel's fees and expenses shall be paid for by Company or its insurer, and the counsel shall be different from that selected by Company to represent it in the same matter.

17 LAWS, PERMITS AND LICENSES

Company shall abide by and observe all laws, ordinances, and regulations relating to the work to be done pursuant to this Contract. Company shall secure all permits and pay all license fees required by law before beginning the services.

18 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

18.1 OVERVIEW

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program and a non-federal Business Diversity Development Program (BDDP) to ensure full and fair opportunities in Authority contracting for businesses owned by socially and economically disadvantaged individuals. Only firms that are certified consistent with 49 CFR Part 26 and by the Authority or the Tennessee Department of Transportation Unified Certification Program will be considered to be certified as a Disadvantaged Business Enterprise. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. Company is responsible for compliance with all applicable federal and Authority rules and requirements.

18.2 IDENTIFICATION OF CONTRACT GOAL AND REQUIREMENTS

For this Contract, the DBE goal is established as 23%. The DBE goal shall apply to Change Orders.

18.3 SANCTIONS FOR NON-COMPLIANCE

In case of the Company's non-compliance with DBE and/or BDDP requirements as applicable, including, but not limited to, documentation, cooperation, and truthfulness, the Authority shall impose such contract sanctions as it may determine to be appropriate. This may include but is not limited to:

- a. Withholding of payments to the Company under the Contract until the Company complies; and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part; and/or

- c. Payment by the Company to the Authority of an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation or any lesser amount or penalty as deemed appropriate by the Authority, which dollar value shall be considered liquidated damages for failure to perform the requirements of the Contract and for which Company and all of its subcontractors agree to be bound.

19 INSURANCE REQUIREMENTS

Prior to commencing work, the Company or Subcontractor, hereinafter called Company shall procure and continuously maintain, at its sole cost and expense, with insurers' financially acceptable and lawfully authorized to do business in Tennessee and any other states where work or operations are performed on behalf of the Authority, the insurance coverage required herein. The minimum limits for the insurance coverage required herein are listed below unless higher limits are required by law.

19.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

Any General Liability policies of insurance as respects work to be performed under the Contract and submitted by the Company, whether it be two separate policies or on a combined form, must be written on an occurrence basis and shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. Acceptance by Authority of insurance submitted by the Company does not relieve or decrease in any manner the liability of the Company for performance of the work required under the Contract. The Company shall increase such minimum limits upon notice in writing from the Authority. The Company is responsible for any losses, claims, and costs of any kind which the Company's insurance does not cover.

19.1.1 COMMERCIAL GENERAL LIABILITY

Company's insurance coverage shall be on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the ***Insurance Services Office Commercial General Liability Policy, CG 0001***®, or its equivalent, and shall provide coverage for premises and operations, products and completed operations. Other than standard exclusions applicable to pollution, asbestos, lead, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, or contractual liability.

Company shall maintain Commercial General Liability not less than:

\$1,000,000 bodily injury and property damage per occurrence
\$1,000,000 personal and advertising injury per occurrence
\$1,000,000 products and completed operations annual policy aggregate
\$2,000,000 general aggregate

If Commercial General Liability Insurance or another equivalent coverage form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required loss limit.

19.1.2 AUTOMOBILE LIABILITY

Company shall maintain coverage, including follow form umbrella liability insurance if necessary, covering liability with respect to the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Company. The coverage shall be at least as broad as the current edition of the ***Insurance Services Office Business Automobile Policy, CA0001@***. The coverage will be endorsed to include Garage Keepers Legal Liability using the current edition of the ***Insurance Services Office Garage Keepers Coverage endorsement CA 99 37***. If Company's scope of services includes the transportation of hazardous materials to or from Airport premises, as determined by the Authority, Company shall also include pollution coverage by procuring and continuously maintaining current editions of standard endorsements ***MCS-90*** and ***CA 9948***, or their equivalents.

\$5,000,000 combined single limit each accident
\$5,000,000 Garage Keepers Legal Liability
\$5,000,000 if hazardous materials are to be transported

Requirements for Garage Keepers Legal Liability may be satisfied using a combination of primary and umbrella insurance policies. If a Company's scope of services are mandated by State and/or Federal DOT regulations, Company will be in compliance at all times.

19.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Company shall maintain Workers' Compensation coverage in accordance with the statutory regulations of the State of Tennessee, and shall voluntarily provide workers' compensation coverage for proprietors, partners or others not statutorily required to maintain workers compensation insurance. Coverage shall include the Authority as an Alternate Employer via blanket endorsement.

Company shall maintain Employer's Liability not less than:

\$1,000,000 each accident
\$1,000,000 disease policy limit
\$1,000,000 disease each employee

19.1.4 UMBRELLA AND EXCESS LIABILITY

Company shall maintain excess liability coverage on a follow form basis for Commercial General Liability, Automobile Liability and Employer's Liability coverage required herein of not less than:

\$5,000,000 per claim

\$5,000,000 annual aggregate

If Company's operation/work is on the Airside Operations Area (AOA), coverage shall be not less than \$10,000,000 per occurrence and in the annual aggregate.

19.1.5 CYBER LIABILITY

Company shall maintain Cyber Liability coverage. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this agreement, and coverage is continuously maintained during all periods in which Company performs services on behalf of the Authority and for a period of **five (5) years** thereafter.

\$3,000,000 per incident
\$3,000,000 policy aggregate

19.1.6 EMPLOYMENT PRACTICE LIABILITY

Company shall maintain Employment Practice Liability coverage. Such coverage shall include defense costs, third party liability and the Authority as co-defendant. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this agreement, and coverage is continuously maintained during all periods in which Company performs services on behalf of the Authority and for a period of **five (5) years** thereafter.

\$2,000,000 per incident
\$2,000,000 policy aggregate

19.1.7 COMMERCIAL CRIME

Company shall maintain Commercial Crime coverage. Coverage to include, at a minimum, Employee Theft, Forgery or Alteration, Theft, Robbery, and Computer Fraud. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this agreement, and coverage is continuously maintained during all periods in which Company performs services on behalf of the Authority and for a period of **five (5) years** thereafter.

\$1,000,000 limit of liability per coverage section

19.2 DEDUCTIBLES, SELF-INSURED RETENTIONS OR SELF-INSURED PROGRAMS

Any deductibles, self-insured retentions or self-insured programs must be declared to and approved by the Authority, and shall be fully disclosed and identified within the Certificate of Insurance. At the option of, Company shall reduce the deductible or self-insured retention to a maximum of \$10,000 or eliminate such deductibles or self-insured retentions applicable to claims involving the Authority, its officials and employees, or the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount.

The self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability. Any policy of insurance that either specifies self-insurance or self-insurance retention or that is maintained by Company pursuant to excess liability shall contain a provision to the effect that the insolvency or bankruptcy of the insured shall not relieve the insurance company of any obligation under the policy.

19.3 OTHER INSURANCE PROVISIONS

The required insurance shall contain the following additional provisions:

19.3.1 ADDITIONAL INSURED

The Memphis-Shelby County Airport, including the Authority's Commissioners, officers, employees and agents in the course and scope of employment, shall each be included as additional insured on Company's Commercial General Liability, Contractor's Pollution Legal Liability Auto Liability, Cyber Liability and Umbrella/Excess Liability policies with respect to claims or liabilities arising from, or connected with Company's work or operations to the extent of Company's indemnification obligations herein

19.3.2 PRIMARY COVERAGE

Company's required insurance coverage shall be primary insurance, but only to the extent the Company is obligated to indemnify the Authority, and any insurance or self-insurance maintained by the Authority shall be in excess of and non-contributory with Company's insurance to the extent the Company is obligated to indemnify the Authority.

19.3.3 SEVERABILITY OF INTEREST

Except with respect to the limits of insurance, Company's required insurance shall apply separately to each insured or additional insured.

19.3.4 WAIVER OF SUBROGATION

To the fullest extent permitted by law, with regard to required insurance except cyber liability insurance, Company agrees to waive all rights of subrogation against the Authority, including the Authority's commissioners, officers, directors, employees and agents, but only to the extent ABM is obligated to indemnify the Authority, and shall similarly cause each of its subcontractors to waive their rights of subrogation against the Authority, including the Authority's commissioners, officers, directors, employees and agents for all costs or expenses, losses, damages, claims, suits or demands,:

- a. To real or personal property, including but not limited to vehicles, equipment, and tools owned, leased or used by the Company or the Company's employees, agents or subcontractors; and
- b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required insurance, except cyber liability, to which this requirement does not apply, maintained by the Company.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, unless prohibited under applicable state statutes, and all third party liability claims, with the exception of claims under cyber liability insurance. This waiver shall also apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance, except cyber liability insurance, to which this requirement does not apply. If necessary, the Company agrees to endorse the required insurance policies to permit waivers of subrogation in favor of the Authority as required hereunder. The Company further agrees to hold harmless and indemnify the Authority for any loss or expense incurred as a result of the Company's failure to obtain such waivers of subrogation from the Company's insurers.

19.3.5 NOTICE OF CANCELLATION

Thirty days' written notice of cancellation of any policy required herein will be provided to the Authority by the Company's insurers.

Should the Company cancel or make changes to any insurance policy required herein, and/or receive advance written notice from the insurer prior to the cancellation, termination, revocation of or any adverse material change to any insurance coverage required hereunder, the Company shall immediately notify the Authority in writing of same. If any of the required insurance is cancelled, the Company shall cease operations until such insurance can be provided.

19.3.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to do business in the State of Tennessee having an A- or better rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Key Rating Guide.

19.3.7 VERIFICATION OF COVERAGE

The Company shall furnish the Authority with a certificate of insurance evidencing the required coverage prior to the commencement of work or operations. The Company agrees to submit an insurance certificate(s) such that the Authority has a certificate evidencing current required coverage at all times. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on Company's behalf. **Copies of endorsements providing coverage for additional insureds, permitting waiver of subrogation, and earlier notice of cancellation shall also be provided to the Authority.** Renewal certificates shall also be provided to the Authority prior to the expiration of the required insurance policies.

Failure of the Authority to request such certificates or other evidence of Company's compliance with insurance requirements, or failure of the Authority to identify deficiencies from evidence that is provided, shall in no way limit or relieve Company of its obligations to maintain such insurance.

19.3.8 SUBCONTRACTORS

The Company shall require their subcontractors to maintain similar insurance coverage and minimum limits as is herein required of the Company, as well as provide proof of subcontractors' insurance coverage to the Authority.

19.3.9 LEASED EMPLOYEES

Use of leased employees by Company is expressly prohibited without the Authority's written permission. If permitted by the Authority, Company shall:

- a. Provide the Authority with a complete copy of agreement with employee leasing company;
- b. Require leasing company to provide workers' compensation and employers liability insurance with limits in amounts not less than required of Company;
- c. Require leasing company to provide standard Alternate Employer Endorsement **WC 0003** naming the Authority, Project Owner and Project Architect as alternate employers on leasing company's workers' compensation policy
- d. Require leasing company to provide waiver of subrogation in favor of the Authority, Project Owner and Project Architect on leasing company's workers' compensation insurance policy.
- e. Provide the Authority with a copy of leasing company's certificate of insurance, with endorsements, evidencing the required coverage.

19.3.10 NO REPRESENTATION OF COVERAGE ADEQUACY

In specifying minimum Company insurance requirements, the Authority does not represent that such insurance is adequate to protect Company for loss, damage or liability arising from its work. Company agrees that it is Company's responsibility to identify its own risks and protect itself accordingly, and understands that the Authority accepts no liability for any such uninsured risks howsoever arising.

The insurance requirements set forth in minimum amounts shall not be construed to relieve Company for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as is available to it under any other provision of the Contract. Any acceptance of certificates of insurance by the Authority shall in no way limit or relieve Company of its duties and responsibilities under the Contract, including the duty to indemnify and hold harmless the Authority.

20 DAMAGE TO AUTHORITY PROPERTY

Company agrees to promptly notify Authority of any damage caused to Airport property arising from Company's activities at the Airport. Company also agrees to comply with any request made by the Authority for reimbursement of costs associated with any damage to Airport property arising from the use of the Airport by Company or any of Company's representatives, managers, employees, agents, contractors, subcontractors, licensees or invitees or from the conduct of same. This provision shall survive the termination of this Contract.

21 AUDIT

The Authority shall have the right to audit this Contract along with any and all books, documents, and records relating thereto, as deemed necessary by the Authority, in its sole discretion. The books, documents, and records of Company in connection with this Contract shall be made available to the Authority in the Authority's offices or other locations in Memphis, Tennessee, acceptable to the Authority, during normal business hours within ten (10) days after a written request is made. The Authority may audit the Company's records at any time within three (3) years of each year ended June 30. The provisions of this Section 21 shall survive the expiration or earlier termination of the Contract by a period of no less than three (3) years.

22 GOVERNING LAW

This Contract shall be interpreted, construed and performance shall be governed by and in accordance with the laws of the State of Tennessee. Authority and Company irrevocably agree that should any litigation arise out of this Contract, it shall be brought in the state or federal courts in Shelby County, Tennessee.

23 SURVIVAL OF OBLIGATIONS

All obligations of the Parties that either expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect subsequent to, and regardless of, this Contract's expiration or termination and until they are fully satisfied or by their nature expire.

24 INCORPORATION OF AUTHORITY'S REQUEST FOR QUALIFICATIONS

The Authority's Request for Qualifications, 18-0013, shall be incorporated in its entirety herein by reference. Accordingly, the Company shall be obligated to meet all requirements including, but not limited to, DBE requirements and Performance Bonds as described in the Request for Qualifications; provided, however, that where an express provision of this Contract conflicts with any provision of the Request for Qualifications, this Contract shall control.

25 INCORPORATION OF COMPANY'S RESPONSE

Company's timely response to the Authority's Request for Qualifications ("Company's Response") shall be incorporated in its entirety herein by reference. Company and Authority acknowledge that Company's Response was a valuable consideration in the award of this Contract to the Company, and is an authoritative reference for understanding the intention of the Parties to this Contract. Accordingly, Company shall be obligated to meet all specifications described in Company's Response; provided, however, that any conflict between an express provision of this Contract and any provision of Company's Response shall be resolved in the following order: (1) the provisions of this Contract, (2) Scope of Services, and (3) Schedule of Compensation.

26 CONTRACT DOCUMENTS

The documents which comprise the entire Contract between the Authority and the Company ("Contract Documents") consist of the following:

- a. This Contract
- b. Exhibit A – Scope of Services

- c. Exhibit B – Schedule of Compensation
- d. Exhibit C - Ground Transportation Management Services
- e. Exhibit D – Inventory Items
- f. Exhibit E – Required contract provisions for Airport Improvement Program and for Obligated Sponsors

27 SEVERABILITY

In the event any provisions of this Contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

28 NOTIFICATION

(a) All notices, requests, consents, and approvals made under this Agreement shall be given in writing by U.S. mail, by hand-delivery, by certified mail, postage prepaid, by overnight delivery service, or by electronic mail, delivery receipt required. Notices hereunder shall be deemed effective when delivered by electronic mail, by hand-delivery or by overnight delivery, or three (3) days after deposit in the United States mail, first class, postage prepaid, provided in all cases the correct address is used. Either party may designate a different address by giving proper notice to the other party.

(b) Notices intended for delivery to MSCAA shall be emailed to the Staff Services Division at Purchasing@flymemphis.com with a copy to the Office of General Counsel at Legal@flymemphis.com or addressed to same at the following applicable address:

If to Authority: Memphis-Shelby County Airport Authority
Director of Staff Services
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

Memphis-Shelby County Airport Authority
General Counsel
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

If to Company: ABM Aviation
Assistant General Counsel
4151 Ashford Dunwoody Rd, Ste 600
Atlanta, GA 30319

Any notice to either Party relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by certified or registered mail to the other Party at its last given address or delivered in person to the other Party or to its authorized representative.

29 ENTIRE AGREEMENT

This Contract constitutes the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, stipulations, representations, or agreements, whether written or oral. The provisions of this Contract may only be modified, amended or waived by a written instrument executed by the Parties. If any provision or term of this Contract shall be determined to be illegal, invalid or unenforceable, the remainder shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

30 EXECUTION OF CONTRACT

The parties hereby agree and express their intent to execute this Contract electronically if Authority has a designated information processing system. The parties also hereby agree that this Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the signatures of the respective Parties by their duly authorized officers on the date first above written.

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

ABM AVIATION, INC

By: Scott A Brockman
Scott A Brockman (Oct 30, 2018)

By: Larry D. [Signature]
Larry D. [Signature] (Oct 30, 2018)

Title: President and CEO

Title: Vice President

Approved as to Content:

By: [Signature]
Forrest Artz (Oct 30, 2018)

Title: Vice President of Finance and Administration/CFO

Approved as to Form and Legality

By: Janet Shipman
Janet Shipman (Oct 30, 2018)

Title: Associate Airport Counsel

Reviewed and Approved:

By: Awash
Angela Washington (Oct 30, 2018)

Title: Director of Properties

EXHIBIT A

SCOPE OF SERVICES

1.1 **Organizational Relationship**

The Authority hereby desires a Parking and Ground Transportation Management Company to operate and manage, during a contract term, certain parking areas and related entry and exit facilities at the Airport, which the Authority may designate from time to time (“Designated Parking Areas”), Ground Transportation Services to include the operation of the Commercial Drive and other Ancillary Services discussed herein. The Designated Parking Areas are to be operated and managed by Company, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year. The Ground Transportation Services are to be operated and managed by Company, up to 24 hours per day, seven (7) days per week, fifty-two (52) weeks per year on a schedule specified by the Authority.

1.2 **Staffing**

Company shall provide a job description for each job category prior to beginning operations. Each job description and any qualifications shall be approved by the Authority prior to commencement of any hiring. Company shall prepare on a monthly basis staffing/manning schedules to be approved by the Authority, and employ all persons necessary to operate the Designated Parking Areas and Ground Transportation Services and to meet all reasonable demands of the public. Company shall furnish sufficiently trained personnel, including qualified, competent, and experienced management, supervisors, cashiers, auditor, inventory, security, customer service agents, shuttle drivers, clerical personnel and others needed for operations. Company warrants that all personnel operating the PARCS equipment will be fully trained in the proper operation and use thereof prior to the assumption of duties and all such training shall conform to the Authority’s standards and requirements. The Authority may require Company to increase/decrease its staff at the toll plazas or elsewhere at any time upon thirty (30) minutes notice, and it may require Company to revise and update its staffing plan from time to time. Company shall keep on file and furnish to the Authority an organizational chart showing assigned positions for each employee by name, including employment date and wage rate. The Company shall also furnish the Authority an updated organizational chart each time an employee change is made.

Employees of Company shall park on premises or at an employee lot designated by the Authority at no cost. Location of employee parking will be determined by the Authority.

Staffing for Commercial Drive is currently provided by a third party, but could become the responsibility of Company at a future date.

1.3 **Conduct and Appearance**

Company shall, within 24 hours of receipt of written notice from the Authority, remove any employee or other representative of Company from premises who participated in improper or illegal acts on Airport property, who violated Airport Rules and Regulations, or whose continued presence on Airport property is, in the opinion of the Authority, deemed not to be in the best interests of the Authority. Company shall immediately notify the Authority of any improper conduct of its employees or contractors. Company shall not allow its employees, agents, or

contractors to conduct business in a loud, noisy, boisterous, offensive or objectionable manner. All representatives of Company and Contractors shall behave in a professional manner. Company agrees that its employees and contractors employees will present a neat, clean, and orderly appearance at all times. Uniforms proposed by Company are subject to the Authority's approval.

1.4 *Announcements*

Company shall not make any public announcements or issue any press releases or other publicity, including on social media, which concern the Designated Parking Areas, Ground Transportation Services, or other Ancillary Services at the Airport.

1.5 *Operation of Other Public Parking Facilities*

Company shall not operate any other public parking facility within five (5) miles of the Airport or any remote parking facilities which might be designed to provide shuttle vehicle service to the Airport unless the Authority expressly approves such operation in writing. Company shall not divert or encourage business to use other parking facilities except as directed by the Authority.

1.6 *Instruction and Training*

Company shall propose initial and recurrent training program and training manual.

Company shall provide the Authority within 30 days of contract execution an employee training program for the Designated Parking Areas, Ground Transportation Services, and other Ancillary Services and shall upon request furnish documentation detailing the time and date that each employee of Company attended training sessions outlined in the training program. Company agrees that employees will possess the capability to acquire a good working knowledge of all requirements for each position and any applicable state licenses required to perform such duties. Personnel must have the ability to operate two-way radios, monitor access control equipment, monitor video security cameras, operate vehicles, complete incident reports, report criminal incidents to Airport Police Communications and follow instructions, post orders and directives. PARCS training shall be required of all personnel. Customer service training shall also be required of all personnel. All training shall be done only after the employee has successfully been issued a badge by the Airport Identification Office and shall be documented.

All employees shall be required to undergo periodic or additional in-service training to ensure ability to perform satisfactorily.

Any and all training shall be coordinated with the Authority.

1.7 *Licenses and Permits*

The Company and Company's employees must possess any license, permit, or commission now required or which may become a requirement for the operation of the parking management service. Company will provide copies of all required licenses, permits or commissions upon contract execution.

1.8 *Policy and Procedures Manual*

Company shall provide the Authority with a Policy and Procedures Manual. Company shall operate the Designated Parking Areas, Ground Transportation Services, and other Ancillary

Services and all equipment associated therewith in accordance with the written Policy and Procedures Manual prepared by Company and approved by the Authority, and all such procedures shall be subject to change at any time and from time to time in the sole discretion of the Authority. The initial Policy and Procedures Manual shall be presented to the Authority within 30 days of contract execution. Said Policy and Procedures Manual shall be revised to reflect operational changes and copies of the revision(s) shall be distributed to the Authority. This document will contain procedures for the Designated Parking Areas, Ground Transportation Services, and other Ancillary Services. Company shall perform a semi-annual review of the Policy and Procedures Manual and certify by a corporate executive official responsible for operational business practices of the Company that said document is current and addresses the operational activities of the Designated Parking Areas, Ground Transportation Services, and other Ancillary Services. Company shall distribute to its employees a Policy and Procedures Manual for operation of the Designated Parking Areas, Ground Transportation Services, and other Ancillary Services. Recommendations by Company for improving service and procedures will be considered by, but not binding upon, the Authority.

Company shall operate Designated Parking Areas, Ground Transportation Services, and other Ancillary Services so as not to endanger, unreasonably interfere with, or delay the activities of the Authority, Airport operations, the general public, or any other authorized users of Memphis International Airport.

1.9 Customer Service

Company shall have complaint resolution policies and procedures in place in its parking management Policy and Procedures Manual. Records shall be maintained on customer complaints and actions taken by Company to resolve complaint issues. Such records shall be made available to the Authority upon request. The Authority may conduct periodic audits of customer satisfaction, including, without limitation, anonymous shopper evaluation surveys. Under no circumstances shall any Company employee request, demand or accept any gratuity.

1.10 Management Requirements

The general manager shall be in complete charge of the operation and shall be a qualified, experienced manager with documented experience in a public parking facility of similar size in a managerial capacity for a minimum of 2 years. The general manager shall be assigned to the airport parking office and available during regular business hours; and at all times during the absence of the manager, the assistant manager or the designated supervisor shall be in charge and available. Said manager shall be reasonably available at all times and be able to respond within 15 minutes. Company shall propose a staffing matrix necessary to fulfill the obligations of operating the Designated Parking Areas, Ground Transportation Services, and other Ancillary Services.

The assistant manager and supervisors shall be qualified and experienced. Each shall be capable of acting as the general manager during his/her absence. The assistant manager and supervisors shall be trained by the general manager, each being proficient in handling the duties assigned. The assistant manager will be on duty mainly during the evening and weekends.

Company shall not hire a person convicted of any felony or theft-related misdemeanor. This requirement is extended to subcontractors. Company shall perform a ten (10) year criminal history check on each potential employee which shall include a fingerprint background check.

The Director of Properties of the Authority will review the qualifications of the general manager, including a required in-person interview, and notify Company if the candidate general manager is acceptable. If the candidate is unacceptable, Company shall propose another candidate until the Director of Properties concurs with the selection.

If at any time during the term of this contact, the Director of Properties deems the General Manager unacceptable and requests replacement, Company shall propose replacement candidates until the Director of Properties concurs with the replacement within 30 days of the initial request.

1.11 Qualification of Employees

The Company will ensure that employees assigned to work under this Contract possess the necessary interpersonal skills required to courteously and tactfully interface with the Authority customers.

The Company shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity as determined by the Authority and shall be responsible for taking disciplinary action as may be necessary. The Company shall comply with any Authority request for removal of any employee working under the Contract for violations of the Authority's regulations and written orders, as provided in Section 1.3.

The Authority reserves the right to exclude from work such employees as the Authority deems incompetent, careless, insubordinate, unsuitable, objectionable, or otherwise contrary to the best interest of the Authority. All employees assigned to work under the Contract must demonstrate the ability to read, write, and comprehend written instructions. Employees must also demonstrate the capability to acquire a good working knowledge of all operations. Personnel who perform security duties must possess a valid state issued security guard permit or have a copy of the application submitted for a state issued security guard permit on file with the Authority. The Authority must be notified of either acceptance or denial of employee security guard permit applications. All employees must have a high school education, and have passed a pre-employment physical examination, which includes a drug screening.

Employees assigned to work under this Contract must be physically able to perform his/her assigned work. Employees shall possess binocular vision correctable to 20/30 (Snellen), be free of color blindness, and be capable of hearing ordinary conversation at fifteen (15) feet. All employees shall have good written and oral communication skills including, but not limited to, the ability to read and speak English fluently.

1.12 Revenue Control

Company shall charge users of the Designated Parking Areas, Ground Transportation Services, and other Ancillary Services only those rates established by the Authority and shall permit only such use of parking space as the Authority may direct or approve from time to time. Company shall collect parking and commercial vehicle fees, and any other fees from customers in accordance with the rate structure and hold in trust for and on behalf of the Authority all monies collected from such customers, and shall promptly deposit all such monies in the bank account designated by the Authority for such purpose on a schedule set by the Authority. All funds including cashier overages

derived from the operation of the Designated Parking Areas, Ground Transportation Services, and Ancillary Services shall belong to the Authority and shall be promptly deposited.

Company shall at all times observe prudent cash handling procedures, and it shall immediately implement any new procedures or revise existing procedures in such manner as the Authority may at its sole discretion require from time to time. Should any of such funds be lost, stolen or unaccounted for any reason, including, but not limited to, all cashier shortages or amounts due the Authority due to inadequate revenue control procedures, while the funds are in custody and control of Company, funds shall be replaced by Company in the bank account designated by the Authority for the deposit of such funds within twenty-four (24) hours of such loss, theft, or failure to account for funds. For purposes of this paragraph custody and control of funds shall include any monetary payments made to or held by Company personnel. The Company shall notify the Authority's Director of Properties, Manager of Properties/Ground Transportation and Airport Police by telephone and via email, followed by a written report prepared within twenty-four (24) hours of initial notification. Recommendation by Company for improving services and/or procedures to achieve 100% accountability of revenue will be considered by, but not binding upon, the Authority.

1.12.1 *Revenue Control Systems*

During the term of the Agreement, the Authority will provide for use by Company a computerized revenue control system. Presently, the Scheidt & Bachmann's Entervo (S&B) platform is in use. The Authority is currently running version 2R2 of S&B. It is a real time on-line PARCS consisting of a primary server with secondary server for redundancy. System features include a facility management module, data reporting and data storage. Peripheral operating hardware consists of a point of sale cashing system, automated pay devices, count system, signage, ticket issuing machines and intercoms. The Authority will also provide for use by Company, a computerized vehicle license plate inventory system. Company acknowledges that it understands and is capable of operating the Authority's revenue control system. Company agrees to fully cooperate with the Authority, if during the term of the Agreement, the Authority changes or replaces the revenue control system, or expands its capabilities, and that Company will train its employees in the proper use of the Authority's existing revenue control system or any other revenue control system which the Authority may provide.

1.13 *Audits, Recordkeeping and Reporting*

The Authority may audit and take copies of Company's books, records and electronic data at any time and without prior notice. Such information may include, but is not limited to, financial information, service records, repair logs, training records, or any and all data related to pass-through costs, subcontractors, labor, insurance, parts and inventory, and any other data. If the Authority requests that Company provide any such information, Company shall do so within seven (7) calendar days. In the event that the Authority deems it necessary to utilize the services of legal counsel or external auditor in connection with such examination, inspection, or audit, and such

examination, inspection, or audit results in reimbursement to the Authority, Company shall reimburse the Authority for reasonable auditor's fees, attorney fees and litigation expenses in addition to any deficiencies due.

1.13.1 *Financial Records, Standards, Audits, and Report Requirements*

1.13.1.1 *Required Record Keeping Practices*

The Company shall maintain in a true and accurate manner and in accordance with Generally Accepted Accounting Principles (GAAP), such accounts, books, records and data as necessary for an independent certified public accountant to perform an audit or examination of the Company's financial statements including balance sheet and income statements in accordance with GAAP and with generally accepted auditing standards. This includes, but is not limited to: general ledgers, subsidiary ledgers and account records, revenue journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes, point of sale records, bank deposit slips, bank statements, tax reports filed with federal, state, county, city, or other agencies, discount or rebate agreements, and records of refunds, subtenants or third parties relating to this Agreement.

1.13.1.2 *Required Records*

Such books and records shall contain all of the Company's pertinent activity under this Agreement in a form consistent with GAAP. Sections 1.13.1.1 and 1.13.1.2 of this Agreement shall also apply to all subcontractors. The Company shall include the revised language in all subcontractor agreements issued in conjunction with the Agreement.

1.13.1.3 *Records Retention*

The Company shall retain and keep available all books and records relating to this Agreement in accordance with state of Tennessee record retention schedules or five (5) years, whichever is longer.

1.13.1.4 *Payment Card Industry Data Security Standard*

The Authority utilizes systems and networks that store, process, and/or transmit cardholder data as defined by the Payment Card Industry ("PCI") Security Standards Council ("Cardholder Data"). As such, these systems, networks, and procedures are required to comply with the PCI Data Security Standard ("PCI DSS"). The Company shall comply with the PCI DSS requirements for such systems, and acknowledges that the Company is responsible for the security of Cardholder Data handled by the Company. The Authority and the Company shall meet to identify the specific systems and networks that store, process and/or transmit Card Holder Data to determine the desired actions and identify responsibilities as applicable to the PCI DSS requirement areas. Company shall notify the Authority in writing of any upcoming changes in

regulations/laws, etc. concerning PCI. In addition, Company shall maintain compliance with PCI Standards related to processing and storing credit card transactions.

1.13.2 *Audit and Inspection of Records*

1.13.2.1 *Availability of Records for Inspection*

The Company's books and records relating to its operations under this Agreement shall be available for inspection and audit by the Authority or its duly authorized representative upon seven (7) days advance notice and shall include without limitation, the books and records required to be maintained under Section 1.13 of this Agreement. The Company agrees to keep such records on the Premises or at another location within the Memphis area. If the Company maintains additional books, accounts, and records in another location outside the Memphis area, the Company shall make these documents available at the Company's local office or at an agreed-upon site in the Memphis area upon seven (7) days notice from the Authority.

1.13.2.2 *Examination of Records not Available in the Memphis Area*

If the necessary books, records and original source documents are not in the Memphis area or cannot be provided for examination at the Company's local office in the Memphis area, and if agreed to in advance by the Authority's representative, the audit can be conducted outside the Memphis area at the Company's headquarters or other appropriate location. For such audits, the Company shall reimburse the Authority for air and ground transportation, mileage, food, lodging and other miscellaneous costs associated with the audit.

These reimbursements shall conform to the Authority's Travel Policy and guidelines. The Authority shall invoice the Company for these expenses at the completion of the audit. Failure by the Company to pay the invoice with its own funds within thirty (30) days of the date of the invoice may result, at the Authority's sole discretion, in deduction of such expenses from payments to be made by the Authority to Company or in a finding that the Company is in default in this Agreement.

1.13.2.3 *Access to Company Personnel and Facilities*

The Authority or its authorized representatives shall have full access to the Company's personnel for inquiry/interview, walk-through, and observation as deemed necessary to audit or inspect the books and records.

1.13.2.4 *Computer Generated Records*

If the Company's books and records have been generated from computerized data, the Company agrees to provide the Authority or its representative with extracts of the data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. The Company shall not

charge the Authority for retrieving, downloading to an electronic recording media, and/or printing any records or transactions stored in data storage media.

1.13.2.5 Cost and Pricing Data

The Authority or its authorized representatives shall have the right to examine the accuracy and completeness of cost and pricing data including computations and projections.

1.13.2.6 Audited Financial Statements

The Company shall provide a copy of its audited annual financial statements for the total corporate entity to the Authority within thirty (30) days of the completion of the audit. The annual audit shall be performed by a certified public accountant licensed in the state of Company's headquarters, and shall be acceptable to the Authority.

1.13.2.7 Penalty for Failure to Provide Requested Records

The Company shall provide all records and retrievals when requested. If such records are not received within fourteen (14) calendar days, the Company shall be subject to liquidated damages in accordance with included schedule.

1.13.2.8 Right to Inspect Subcontractor Records and Accountants Workpapers

The Authority's right to inspect and audit includes the books and records of all subcontractors under this Agreement as well as to the workpapers of the Company's accountant as they relate to this agreement.

1.13.2.9 Accommodations for the Authority's Representatives

The Company agrees to reasonably accommodate the Authority's representatives by providing adequate workspace, allowing copying of any records and documents, and allowing the interviewing of such employees and subcontractors as the representatives deem necessary to conduct and support their audit.

1.13.2.10 Reimbursement of Non-Allowable or Unsupported Costs

If, as a result of the audit, it is established that the Company has been reimbursed for expenses that are either not allowable or not supported by the Company's records including but not limited to invoices, payroll registers, time sheets, electronic funds transfers, or cancelled checks, the Company shall reimburse the Authority from its own funds. Such payment shall be made within thirty (30) days from the date of the written notice from the Authority and shall include interest in accordance with the Authority's rates established for late payments to the Authority's vendor. If the Company fails to reimburse the Authority within thirty (30) days from the date of the written notice, the Authority, in its sole discretion, may

withhold the amount due from payments owed by the Authority to the Company, or the Authority may determine that the Company is in default in this Agreement.

1.13.2.11 Incomplete Audits

Furthermore, if the audit reveals that the records of the Company are in such a state that the revenue or the operating expenses cannot be audited, the entire expense of the Authority's efforts to conduct the audit shall be borne by the Company. The Authority shall invoice the Company for these expenses. Payment shall be made within thirty (30) days from the date of the invoice. If the Company fails to pay the invoice from its own funds, the Authority may, in its sole discretion, deduct the amount due from payments owed by the Authority to the Company or determine that the Company is in default under this Agreement.

1.13.2.12 Operational / Performance Audits

At any time the Authority may cause to have performed, by an internal or external auditor and at the discretion of the Authority, operational and or performance audits of Company's operations at the Airport. Company shall comply with all requests for information and shall cooperate in providing auditor access to its operations. Such audit shall be in a format and in detail satisfactory to the Authority. Except as otherwise provided herein, the cost of such audit shall be borne by the Authority.

1.13.2.13 Procedural Audits

The Company shall have audits of its accounting, revenue control, and operational procedures performed by an internal auditor from the Company's corporate office. These procedural audits shall be performed every six months at a minimum. In addition, on-site management shall perform four (4) quarterly audits of at least four (4) operational days of parking activity. Upon completion of audits described herein, Company shall provide to the Authority a written statement detailing the following, certified by Company's internal auditor:

1. When said audit was performed;
2. Time period covered by the audit;
3. Accuracy of the revenues, expenses, transactions, vehicle inventories reported;
4. Ticket inventories and usage; including, but not limited to, unaccounted tickets and transactions
5. HID card parking and commercial drive access and activity;
6. Accuracy of reports submitted to the Authority on a daily and monthly basis;
7. Staffing levels;
8. Adherence by Company to established policies.

The results of the audit shall be presented to and discussed with the Authority; also, any recommendations for improvement shall be discussed at this time. Audits shall be performed at the Company's expense.

1.13.3 *General Ledger; Exclusions from Financial Records; PARCS Data Deficiencies*

1.13.3.1 *General Ledger*

The Company shall record correct, accurate, and complete transactions for the all operations and maintain the general ledger, all subsidiary ledgers, and source documents for all transactions.

1.13.3.2 *General Ledger Reconciliation*

The Company shall reconcile all general ledger accounts on a regular basis, but in no case less frequently than each calendar month. Such monthly reconciliations shall be completed no later than the 20th day of each month.

1.13.3.3 *Other costs paid by the Authority*

The financial records do not include nor should the Company report other costs paid directly by the Authority, such as:

1. Maintenance of PARCS
2. Premises' utilities, trash removal, and janitorial
3. Repairs of the Designated Parking Areas or equipment
4. Depreciation of the Authority owned Operating Equipment and Premises
5. Wages for the Authority employees who manage the parking contract
6. Management Fees

1.13.3.4 *PARCS*

If the PARCS in a particular parking lot prevents or inhibits the accurate accumulation of the requested data for the Operating Reports listed herein, the Company shall inform the Authority of the PARCS deficiency immediately (within five (5) minutes of discovery). The Company shall also institute manual revenue control procedures acceptable to the Authority to accurately document public parking activity until the PARCS is restored or improved to meet the requirements of this Agreement.

1.13.4 *Funds Due and Operating/Change Funds*

1.13.4.1 *Funds due to Company*

Payment by the Authority for Reimbursable Expenses shall be made within approximately thirty (30) days of its receipt of the Company's Monthly Certified Statement and invoice provided that the Statement is complete and includes all required certifications and supporting documents. Funds due to the Authority for damage to the Authority's property will be deducted from above.

1.13.4.2 *Funds due to the Authority*

All amounts due to the Authority shall be deposited to the Authority's designated bank account. Company shall collect and hold in trust for and on behalf of the Authority all monies collected from customers in accordance with the rate structure established by the Authority, which shall be subject to change by the Authority, at its sole discretion, upon five (5) days written notice to Company. Company shall count, record, and promptly deposit all such monies into the designated authorized the Authority bank account on a set schedule by the Authority. All funds including cashier overages derived from operation of the parking facility shall belong to the Authority and shall be promptly deposited, see Section 1.13.5.1.1. Company shall provide a daily report to the Authority for all monies deposited.

1.13.4.3 *Operating/Change Fund*

The Company shall provide and maintain operating/change fund in the amount approved by the Authority prior to commencement of operations, and the amount can be adjusted at the sole discretion of the Authority.

1.13.5 *Revenue Collection and Deposit of Gross Receipts*

The Company shall completely and accurately account for all Gross Receipts generated under this Agreement. The Company shall collect, count, record, and hold all Gross Receipts in trust for the Authority until deposited to the Authority's bank account. Company shall at all times observe prudent cash handling procedures, and it shall immediately implement any new procedures, or revise any existing procedures in such manner as the Authority may its sole discretion require from time to time.

1.13.5.1 *Collection and Deposit of Gross Receipts*

The Authority shall establish a commercial account at a banking institution of the Authority's choice. The Authority's account shall receive deposits, net monthly settlements and other amounts due to the Authority under this Agreement.

1.13.5.1.1 *Deposits*

Gross Receipts received by the Company under this Agreement that are cash and personal checks shall be deposited to the Authority's bank account on the first business day following collection, unless otherwise specified in writing by the Authority. The Company shall submit a schedule of deposit days for all Gross Receipts collected to the Authority for approval. The Company shall use an armored car service to pick up sealed deposits from the cash room and deliver deposits to the Authority's banking facility. The armored car service must be bonded. Failure to deposit Gross Receipts within the required period may be subject to Liquidated damages, and if it occurs on more than three (3) occasions during the Agreement Term the failure may be an Event of Default as defined in the Contract.

1.13.5.1.2 *Deposit Slips*

On the second business day following each deposit of Gross Receipts, or as otherwise approved by the Authority, the Company shall present one (1) part of the deposit slip(s), deposit slips to be provided by the Authority, to the Authority along with a summary report of the prior-day's total Gross Receipts (including credit card sales as well as cash and check) collected for each public parking area. Deposit documentation shall be maintained by the Company.

1.13.5.1.3 *Credit Card Sales*

The Authority maintains separate agreements with credit card processing services for the handling of credit card payments by customers at the Airport. These credit card receipts are deposited periodically by the credit card processors directly to an Authority account designated for this purpose. The credit card processors shall make periodic withdrawals from this account to compensate for charge backs, discount fees, and transaction fees. The Company shall be responsible for accurately recording all patrons' credit card transactions; researching credit card payment disputes; reviewing credit card reports provided by the credit card processors; and reconciling PARCS credit card transaction report to the credit card processors' deposits of credit card receipts. The Company shall be given access to the credit card processors' reports and statements needed to accomplish these tasks. The Company shall be responsible for ensuring there is constant communication between the Authority's credit card processing equipment and the credit card processor's equipment and shall notify the Authority in the event of a communication loss within fifteen (15) minutes of event.

1.13.5.1.4 *Lost, Stolen, Unaccounted-For Gross Receipts.*

Should any Gross Receipts in the possession of the Company be lost, stolen, or unaccounted-for, including but not limited to cashier shortages or amounts due the Authority due to inadequate revenue control procedures, while funds are in custody or control of Company, funds shall be replaced by the Company using its own funds within twenty- four (24) hours of when such loss, theft, or failure to account is discovered or should have been discovered. The Company shall notify the Authority's Director of Properties, the Authority's Properties Manager and the Airport Police by telephone immediately of any lost, stolen, or unaccounted-for Gross Receipts, followed by a written report prepared within twenty-four (24) hours after the telephonic notice. For the purposes of this paragraph, custody or control of funds shall include any monetary payments made to or held by Company personnel.

1.13.5.1.5 *Checks*

The Company shall accommodate patrons wishing to pay fees by check as a last form of payment. Acceptance of checks shall be limited to those occasions when the patron does not possess sufficient cash or appropriate debit and/or credit card(s) to pay the parking charge.

1.13.5.2 Inclusion in the Policy and Procedures Manual (Manual)

All revenue collection procedures shall be included in the Manual.

1.13.5.3 New or Revised Collection and Deposit Procedures

The Company shall immediately implement any new collection and deposit procedures, or revise existing procedures as the Authority may, at its sole discretion, require from time to time and shall revise the Manual accordingly with thirty (30) days of the implementation of the revised procedures.

1.13.5.4 Interest, Penalties, and Late Charges.

1. Without waiving any other right of action available to the Authority, in the event the Company fails to make deposits of Gross Receipts when due to the Authority and said failure continues for a period of three (3) consecutive days or more, late charges shall be assessed. Late charges may consist of interest and penalties as defined in the Contract.
2. The interest rate shall be at the rate per annum which is four percent (4%) higher than the prime rate as published in The Wall Street Journal on the date such payment was due.
3. In addition to interest, monthly late penalty charges at the rate of six percent (6%) per annum (or as established periodically) of the amount due shall be assessed on the unpaid portion of accounts more than thirty (30) days past due.

1.13.6 Accounting and Operating Reports

The Company shall submit the reports listed below, in a format approved by the Authority:

1.13.6.1 Preliminary Monthly Statement and Monthly Certified Statement

The Company shall furnish to the Authority no later than the fifth (5th) day of each month, a Preliminary Monthly Statement of Gross Receipts and Reimbursable Expenses for the previous month. The Preliminary Monthly Statement shall be submitted electronically in a format acceptable to the Authority. If the fifth (5th) day of the month is a non-business day, then the Preliminary Monthly Statement shall be due on the next business day. The statement shall be in the format specified by the Authority and submitted electronically to the Authority. In addition to the Preliminary Monthly Statement, the Company shall furnish to the Authority no later than the fifteenth (15th) day of each month, a Monthly Certified Statement of Gross Receipts and Reimbursable Expenses for the previous month. If the fifteenth (15th) day of the month is a non-business day, then the Monthly Certified Statement shall be due on the next business day. The Statement shall be in the format specified by the Authority and submitted in hard copy and electronic copy acceptable to the Authority. The Statement shall be dated and certified as complete and correct by the Company's principal financial officer or Controller.

The Monthly Certified Statement shall, at a minimum, include the following information:

1. Certification of Monthly Certified Statement
2. Financials
 - a. Balance Sheet
 - b. Income Statement
 - c. Statement of Cash Flow
 - d. Final Trial Balance
3. Reconciliations. General Ledger Account Reconciliations with supporting documentation.
4. Source Documents
 - a. Parking and Revenue Control System Reports
 - b. Bank Statements
 - c. Payroll registers
 - d. Time sheets
 - e. Disbursements Journal
 - f. All Invoices
 - g. Credit Card Processing Report (PARCS and credit card institution report)
 - h. Payroll tax filings (i.e. workers comp. rates)
 - i. Employee Benefit Package (annual requirement)
 - j. Audited corporate financial statements (annual requirement)
 - k. Any other documents that support the Authority's operations
5. Analysis
 - a. Revenue. Revenue reconciliation by type of service, by lot, by payment type, starting from the PARCS system revenue and reconciled to Audited revenues per general ledger. Deposit reconciliation by type of service, by lot, by payment type, starting from Audited revenues per general ledger to audited deposits per general ledger. Include list of deposits by type of service, by lot, off-line transactions and exception transactions.
 - b. Expenses. Budget variance report showing the actual expenses versus the budget for the current period and year-to-date. Variances for the current period and year to-date over or under either 3% or \$5,000 must be explained in detail. Budget variances should be analyzed for the month and year-to- date. Variances must be explained in detail as to why actual expenses vary from the budget. Provide statement of expenses by lot.
 - c. Vehicle Accountability & Analysis. The following formula, as may be amended by the Authority in writing, shall determine the Company's overall vehicle accountability by parking lot on a monthly basis:
 - Number of vehicles in the license plate inventory on the last day of the preceding month;
 - Plus: number of vehicles entering the parking lot during the month;
 - Less: number of vehicles exiting the parking lot during the month;
 - Which equals the projected number of vehicles remaining in the parking lot on the last day of the month;

- Less: the number of vehicles actually in the parking lot on the last day of the month, by the license plate inventory;
- Equals the difference.

The difference will be divided by the number of vehicle entrances during the month, which will equal the percent difference.

If the monthly vehicle accountability falls below 99.5%, the Company shall explain in writing, the reason(s) for the variance and the corrective measures to be taken.

- d. Vehicle entries and exits; by lot by lane.

1.13.6.2 *Monthly Operational Report*

Company shall furnish to the Authority no later than the fifteenth (15th) day of each month, a Monthly Operational Report for the previous month. If the fifteenth (15th) of the month is a non-business day, then the Monthly Operational Report shall be due on the next business day. The statement shall be in the format specified by the Authority. The Statement shall, at a minimum, include the following information:

- a. Summary of Events and Activities (includes summary of significant events and activities, overtime by department, and employee headcount by department)
- b. Customer Service Comments Database
- c. Customer Insurance Claims
- d. Customer Assistance Report (includes the number of customer assistance provided by type, i.e. tire inflations, jumpstarts, car location)
- e. Towing Service Report (includes towing services provided by day, time, location, depart and arrive time)
- f. Reports of Theft, Fraud, Fire and Significant Damage
- g. Ground Maintenance Activities (includes documentation of the monthly inspection of each lot and facility and maintenance activities completed by lot and facility)
- h. Safety Meeting Minutes
- i. Vehicle Reports (condition and inspection)
- j. Employee training / group training summary report
- k. Commercial vehicle activity reports
- l. Mystery shopper reports

1.13.6.3 *Revenue Reconciliation Report*

Company shall prepare and submit, on a daily and monthly basis, a report of gross revenue collected. The daily report shall consist of the previous day's information. Daily and monthly gross revenue reports shall at minimum contain;

- a. A reconciliation of revenues collected by location, device type, lane number and shift. The reconciliation shall also account for any differences

between the system reported totals, non-system transactions and the daily deposit.

- b. A reconciliation of revenues collected at the commercial drive. The reconciliation shall also account for any differences between the system reported totals, non-system transactions and the deposits.
- c. A reconciliation of any other revenues collected for other Ancillary Services.
- d. A reconciliation of tickets issued, collected, damaged, and voided tickets.
- e. A breakdown of total cash, checks, and credit cards processed, with number of transactions for each.
- f. A breakdown of revenue reductions and differences such as insufficient funds, refunds, duplicate credit card charges, lost tickets, overages and shortages.
- g. Company shall in a timely manner, perform other reasonable studies and provide other financial and statistical reports requested by the Authority.
- h. Vehicle inventories.

Company shall provide cumulative reports on a monthly basis or as requested by Authority.

1.13.6.4 *Certification of Annual Statement of Operations*

Within ninety (90) days following the end of each Contract Year, and within ninety (90) days following termination or expiration of the Agreement if such date does not coincide with a Contract Year, the Company shall prepare and deliver to the Authority an Annual Statement of Operating Results to include the items below:

- a. The total Gross Receipts for parking, towing, storage fees, discounted revenue, and any other Gross Receipts collected by the contractor by month and contract year reconciling to the general ledger accounts to net receipts. These shall be shown as follows:
 - i. Gross Receipts collected in total and per parking area, and,
 - ii. Gross Receipts collected from credit cards, cash, and personal checks including a breakdown of sales by each type of credit card.
 - iii. Gross Receipts collected in total from the Commercial Drive access fees.
 - iv. Gross Receipts collected in total from the Frequent Parker revenues.
 - v. Gross Receipts collected in total from Online Booking revenues.
 - vi. Gross receipts collected for any other Ancillary Services.
- b. A schedule of Reimbursable Expenses by month and contract year reconciled to Operating Funds transfers and amounts due to the Authority or Company;
- c. A comparison of the original and the revised (reallocated) budget with actual expenses;
- d. The Company's reconciliation of Gross Receipts and deposit tickets and explanations of variances by month and contract year.

1.13.6.5 *Annual Statement of Operating Results – Underpayment and Overpayment of Reimbursable Expenses*

If the Annual Statement of Operating Results described in above indicates that the Reimbursable Expenses for the Contract Year have been underpaid then, subject to the Authority's acceptance and approval of such certification, the amount of such underpayment shall be refunded by the Authority to the Company within thirty (30) days after receipt of the Annual Statement. If the certification indicates that the Reimbursable Expenses for the Contract Year have been overpaid, then subject to Authority acceptance and approval of such certification, the amount of such overpayment shall be deducted from amounts due and owing to the Company, unless the Agreement Term has expired, in which event the Company shall promptly pay such amounts to the Authority.

1.13.6.6 *Annual Statement of Operating Results – Under-Collection of Gross Receipts*

If the certification described above indicates that any of the Gross Receipts required to be collected by the Company hereunder have not been collected, the Company shall immediately pay to the Authority a sum equal to the difference between the amount of such Gross Receipts that should have been collected and/or deposited with interest thereon as specified herein.

1.13.6.7 *Report Changes*

As may be required from time to time during the Agreement Term, the Authority may direct, in writing, the Company to add, change or delete certain reports. The Company shall comply with the written requests within a reasonable time period as specified by the Authority.

1.14 *Other Ancillary Services*

1.14.1 *Shuttle Service*

Company may be required to provide the operation of a shuttle bus service for the Memphis International Airport between MEM Federal Inspection Services Facilities at the south end of the southwest leg of MEM's Concourse B to the MEM Main Terminal. This service shall be operated in such a manner as to provide the safest and most efficient ground transportation for the Airport's passengers. This is an anticipated need for Shuttle Service but is subject to change during the term of this contract.

1.14.2 *Frequent Parker Program*

Company shall manage the Frequent Parker Program which is currently operated by R Solutions to include fulfillment of HID cards, customer inquiries and credit card processing of all Frequent Parker transactions.

1.14.3 Online Booking Service

Company shall provide an Online Booking Service (OBS) to prepay and pre-book parking. The OBS will serve as a platform for yield management, by providing robust and timely reporting on all initiatives. Ultimately, the OBS also may be used as a platform for a number of other services: cross functional initiatives, such as sales of retail products and lounges, a customer marketing database, a third party sales portal and loyalty program fulfillment.

The online pre-booking system must have the following characteristics:

- be deployed already, with installations that have been live for at least three years
- have ability to integrate with the Scheidt & Bachmann PARCS or any other system provided by MEM
- offer payment services that are PCI compliant
- be optimized for online and mobile viewing

1.14.4 Marketing

Company shall provide a program in coordination with the Authority's marketing agency and the Authority's Director of Strategic Marketing and Communications for the public parking products to include on-line advertising, launching new products, promotions, seasonal discounts and other marketing initiatives to engage the public.

1.14.5 Valet Service

The Authority may require Valet Service during the term of the contract.

1.14.6 Consulting Services

Company shall provide professional advice to the Authority on an as-needed basis regarding the following, which are not all inclusive: appropriate parking rates, enhanced revenue control systems/equipment, corporate accounts, parking facility requirements, signage, internal traffic flow, customer service enhancements, holiday and peak period public information needs and operating procedures which shall improve the level of service efficiency and operating revenue of parking facilities. These services shall be at no cost to the Authority.

1.14.7 Maintenance of Revenue Control System

The Authority is responsible for the maintenance, repair and servicing of the PARCS. Company shall load tickets dispensers, clear ticket jams, load receipts and provide such assistance as the Authority may from time to time request including, but not limited to, routine outside cleaning of the external finishes of ticket dispensers, gates, booths and signage. Company will not perform any work on the PARCS other than that specifically stated herein or requested by the Authority in writing. Company shall reimburse the Authority for service costs incurred as a result of Company's failure to perform routines related to operating the revenue control system or damaged caused to PARCS due to Company's action. Company shall inspect the Designated Parking Areas, PARCS and the parking exit booths on a daily basis and shall upon discovery report problems or malfunctions to the Authority designated personnel within thirty (30) minutes.

1.14.8 License Plate Inventory and Vehicle Count

An inventory of parked vehicles in the Designated Parking Areas shall be performed by Company on a schedule approved by the Authority. Such physical inventory shall be conducted in a manner as to record the date, license plate number, state of licensing, and the lot, level, row, and parking space where the vehicle is parked.

1.14.9 Variable Message System and Signage

Company will operate the Variable Message System to accurately display informational messages to parking customers, including but not limited to, facility and space availability and directional messages for which the Company has received prior the Authority approval.

1.14.10 Camera Monitoring System

Company will operate and make full utilization of the Closed Circuit Television System ("CCTV system"), to monitor parking and ground transportation operational activities. Cameras are placed throughout the Designated Parking Areas and Ground Transportation Services areas to include entrances, exits, booths, parking and drive lanes, and commercial drive lanes. For monitoring the system, equipment provided includes work stations and displays. Images will be recorded, stored and available for replay. Company acknowledges it will fully train its staff on the use of the system.

1.14.11 Construction

Construction is a recurring event at the Airport. Company will participate in the performance of tasks or duties relating to parking or traffic control. In addition, Company may be required to modify its operations in response to disruptions or relocations of the normal parking system.

1.14.12 Facility Patrols

Company shall furnish personnel acceptable to the Authority to operate two (2) vehicles and one (1) foot patrol assignment. Foot patrol position shall be staffed sixteen (16) hours per day, seven (7) days per week. The Authority shall provide two (2) vehicles as referred to in the "Authority Furnished Equipment" within this document for patrol purposes. Vehicles shall operate twenty-four (24) hours per day, seven (7) days per week. Vehicles provided shall be used for no other purpose than for patrolling designated areas unless written permission is obtained from the Authority.

1.14.13 Facility and Vehicle Maintenance

Company shall keep all offices, parking exit booths and Commercial Drive booths, and equipment clean, sanitary, and free of trash at all times. The Authority provides regular janitorial services. Vehicles shall be maintained in an as received condition, including the removal of soiling and staining of vehicle interiors.

1.14.14 Customer Assistance Program

Company shall furnish personnel acceptable to the Authority to operate two (2) vehicles to provide emergency services to the public to include, but not limited to, jump starting vehicles, inflating tires, car-search assistance, and customer transports as needed. These services shall be performed in the Designated Parking Areas and Ground Transportation Service, or any other areas designated by the Authority, and shall be offered free of charge.

1.14.15 Yield Management

Proposer shall demonstrate its expertise in increasing revenue and growing market penetration through creative yield management and results. Parking yield management is a variable pricing strategy, based on understanding, anticipating and influencing customer behavior in order to maximize revenue and occupancy of the fixed, time-limited parking inventory at any given time. Proposer shall provide a description of Proposer's experience and success with Yield Management.

Proposer shall provide an executive summary of the proposed Yield Management Plan, which shall include:

1. Parking program pricing;
2. Revenue trend analysis;
3. Revenue forecasting;
4. Capacity allocation;
5. Analysis of local market; and
6. Product design.

1.15 Uniforms and Equipment

1.15.1 The Authority Furnished Equipment

The Authority will furnish at no cost to the Company the following:

- a. Two-way radios as appropriate.
- b. Telephones (not cell phones) as deemed necessary by the Authority, for the conduct of official business under this Contract.
- c. Internet Service.
- d. Booths at designated points.
- e. Four vehicles and fuel to operate such vehicles with the Designated Parking Areas and the Ground Transportation Services.
- f. All office furniture and equipment required in performance of managerial functions outlined herein. Said furniture and equipment shall remain the property of the Authority as well as any additional furniture and equipment purchased as a reimbursable expense. The Authority shall provide Company with an accurate office furniture and equipment (including computers, safes, etc.) list at commencement of Agreement. Company shall inform the Authority of changes in the list and shall maintain an up-to-date list at all times.

All property furnished by Authority under this Contract shall remain the property of the Authority, shall be used only for the performance of work specified in this Contract, and shall be returned to the Authority at the expiration or earlier termination of this Contract in the same condition as when received, except for ordinary wear and tear. Company shall be liable for loss of or damage to equipment furnished by the Authority if such damage or loss is caused by the negligence of the

Company's employees. Payment for said equipment is due at the time the loss or damage has been determined.

1.15.2 Company Furnished Uniforms and Equipment

Company shall provide appropriate uniforms to personnel and shall be approved in advance by the Authority. No civilian attire will be worn by any of the personnel while on duty except for management positions. Personnel will not carry firearms, chemical agents, handcuffs, or any type of weapon while performing his/her duties.

1.16 Annual Management Fee and Budget

For and in consideration of the administration cost for the operation of The Designated Parking Areas, Ground Transportation Services, and Other Ancillary Services the Authority agrees to pay to Company, and Company agrees to accept from the Authority in full and complete payment for successful performance of Company under the terms and conditions of the contract, an Annual Management Fee, computed and payable on a monthly basis, as set forth below:

1.16.1 Annual Management Fee

Annual management fees shall be computed and payable on a monthly basis included on the monthly invoice and shall be at a rate agreed upon by Company and the Authority.

1.16.2 Operating Budget

The Company shall prepare and submit to the Airport for its review and approval an Operating Budget for each Contract Year of the Agreement Term. Any escalation in budget amount shall be negotiated with the Authority. The Operating Budget shall be submitted in hard copy and an electronic format acceptable to the Airport. Notwithstanding the actual commencement date of this Agreement, and unless otherwise directed by the Airport, the Operating Budget for each Contract Year shall cover the twelve (12) calendar months ended June 30. The Operating Budget shall be reviewed quarterly by the Parties and may be reviewed more frequently at the request of either of the Parties.

The approval for the Operating Budget including revisions thereto, shall be made in writing by the Authority. The approved Operating Budget shall be binding upon the Company.

The Operating Budget shall be comprised of the following sections. These sections together shall constitute the entire Operating Budget.

- a. Operating Budget with recurring and non-recurring anticipated.
- b. Detail of non-recurring expenses including: general account, item description, amount, month anticipated, and justification.
- c. Employee report with number of positions by department and wages forecasted by position for the contract year.
- d. Miscellaneous Reports:

- i. Vacation and sick leave accrual report with employee leave balances by hours and dollar amount.
- ii. Capital expenditures
- iii. Cost savings proposals

The recurring anticipated Reimbursable Expenses shall include the following subsections or such other subsections as the Authority directs, presented in line-item detail:

- a. Personnel Compensation
- b. Payroll Taxes and Employee Benefits
- c. Communication
- d. Human Resource Services
- e. Maintenance Services
- f. Supplies & Materials
- g. Insurance
- h. Non-capital equipment

1.16.3 Budget Schedule

For subsequent Contract Years, the Company shall develop a Budget and Action Plan as indicated below:

- a. Company submits Operating Budget to the Authority by November 15.
- b. The Authority review and provide comments to Company by January 15.
- c. Approval of final Operating Budget and First Quarter Plan by in accordance with the Authority's approved budget by the Authority's Board of Commissioners. (May Board Meeting).
- d. Budget Contract Year begins July 1.
- e. Closeout of previous Contract Year Budget June 30th.
- f. Evaluation/Review of previous Contract Year budget performance by August 15.

1.16.3.1 Reimbursable Expense

To be reimbursed, Reimbursable Expenses claimed by the Company must be accompanied by an invoice, proof of payment, supplier's invoice, packing slip, and other documentation. Said documentation shall be submitted with the Monthly Certified Statement. Reimbursable expenses submitted may be recurring or non-recurring.

- a. Recurring Reimbursable Expenses. The Recurring Reimbursable Expenses shall include expenses anticipated to occur on a regular monthly basis and may include, but are not limited to, the following:
 - i. Personnel Compensation (payroll costs, including regular salaries and wages, sick days, vacation (up to 80 hours) and a minimum of eleven (11) paid holidays approved by the Authority, court time on behalf of the Authority and overtime). Company shall provide policy on accrued personal and vacation leave in the First Contract Year Budget.
 - ii. Additional Vacation Hours - The Authority can approve additional hours based on tenure and may carryover accrued vacation to successful Company.

- iii. Payroll Taxes and Employee Benefits (applicable only to employees employed by the Company to provide services at the Airport and under the Agreement);
 - iv. Human Resource services (pre-employment testing; random drug testing; criminal history checks; personnel recruiting expenses to include employment advertising);
 - v. Maintenance and Services (Operating Equipment, armored car service, administrative services);
 - vi. Supplies & Materials (postage, office supplies, uniforms, and small tools);
 - vii. Other expenses approved and negotiated with the Authority.
- b. Non-recurring Reimbursable Expenses. The Non-recurring Reimbursable Expenses shall include expenses anticipated to occur on a one-time or irregular basis during the Contract Year. All Non-recurring Reimbursable Expenses (\$1,000 or over) must be submitted in writing and must be approved by the Authority in writing prior to the start of services or purchases of supplies and services. Non-recurring Reimbursable Expenses include, but are not limited to, the following:
- i. Base payroll costs, including regular salaries and wages, sick days, vacations and holiday pay, employee incentives, employee training (local) and overtime, and all associated employee benefits incurred by the Company as a result of providing personnel to perform this Agreement in excess of that approved in the Operating Budget and approved in writing by the Authority.
 - ii. Cost of purchasing ticket stock or parking locator supplies for the Premises operations
 - iii. Costs resulting from the addition of temporary or permanent parking Premises
 - iv. Costs incurred with any other activities for which the Authority provides written direction to the Company to undertake
 - v. Costs of additional insurance the Authority directs the Company to purchase
- c. Documentation for payment of Reimbursable Expenses. To obtain reimbursement from the Authority for any Reimbursable Expense, the Company shall provide proof of payment and documentation.

1.16.3.2 *Non-Allowed Expenses*

Unless specifically approved otherwise in writing by the Authority, the following Company expenses shall not be Reimbursable Expenses and shall be paid for by the Company using its own funds.

- a. Salary, costs and expenses of all off-site, nonresident legal, audit, risk management, administrative, bookkeeping and executive personnel of the Company.
- b. Cost and expenses associated with the Company's annual CPA audit.
- c. Expenses such as home office travel, home office, or local entertainment and accommodations and off-site general office expenses, lobbying or political contributions.
- d. The expenses of legal representation or of union negotiations and administration of union agreements.
- e. The expense of any penalties, fines, or late payment fees incurred by the Company.

- f. Expenses of the Proposal Guarantee, which is submitted with the Company's Proposal, and the Company's Performance Bond.
- g. The expense of taxes and similar fees incurred by the Company in its business operations, provided, however, that sales or use taxes incurred on goods and services purchased under the Agreement shall be considered Reimbursable Expenses.
- h. Missing or unreturned employee badges, uniforms, laundry, and linens.
- i. Any cost incurred due to negligence by employees, agents, or subcontractors of the Company.
- j. Any cashier shortages from cashier terminals.
- k. The financing costs associated with the Company's working capital.
- l. The cost of any expenses incurred by the Company in connection with the indemnification provisions of this Agreement.
- m. The cost of meetings between executive level representatives of the Company and the Authority staff.
- n. Any employee compensation benefits, e.g., a car allowance, that are not specifically approved by the Authority, cash or stock bonuses.
- o. The Company is responsible for all "personal" long-distance phone calls made by its employees under the Agreement; business calls are reimbursable subject to review and written approval by the Authority.
- p. Non-essential business expenses.

1.16.3.3 *Monthly Certified Statements*

Each month of the Agreement Term the Company shall detail its Reimbursable Expenses for the previous month in the Monthly Certified Statement prepared in accordance with Section 1.13.6.1. The Statement shall include a certification that the Authority has not previously reimbursed the Company for any of the Reimbursable Expenses claimed on the Monthly Certified Statement.

1.16.3.4 *Disputed Reimbursable Expenses*

The Authority's Parking Manager shall give the Company written notice of any Reimbursable Expenses claimed in the Monthly Certified Statement that the Authority disputes and the reasons therefore. The Company, within thirty (30) days from receipt of such notice, may appeal this decision to the Authority's Finance Director. If the Authority's Finance Director determines that the item in dispute is a Non-Allowed Expense, the Company shall pay the amount due with its own funds within thirty (30) days from the date of the Authority's Finance Director's determination. If the Company fails to make timely payment of the amount due, the Authority may deduct the amount owed from amounts due to the Company from the Authority.

1.16.3.5 *Aged Expenses*

No expenses will be reimbursed, if the expense has been incurred over 60 days from the date of purchase or receipt of services.

1.16.3.6 *Budget Revisions*

The approved Annual Operating Budget may be revised by the Authority from time to time to permit the inclusion of unforeseen expenses as approved reimbursable expenses, but only if and to the extent that the Authority, in its sole discretion, deems such revisions necessary and appropriate.

1.16.3.7 *Penalties*

The Company agrees to reimburse the Authority for the actual (regular and/or overtime) cost of personnel filling posts due to the failure of the Company to provide adequate personnel plus a twenty (20) percent penalty. Also, the time will be calculated at a minimum of four (4) hours.

The Company agrees to pay the Authority a penalty of twenty (20) percent of the hourly cost for all employees performing duties under this Contract who are not properly uniformed as required by this Contract.

The Company agrees to reimburse the Authority for any charges resulting from unauthorized use of telephone equipment, and negligent damage of all other equipment and facilities at replacement cost.

1.16.3.8 *Liquidated Damages*

In the event of performance problems, the Authority may, on a monthly basis, assess liquidated compensatory damages for noncompliance with performance standards as detailed below. If the Company fails to pay the liquidated damages, the Authority may deduct the liquidated damages from amounts to be paid to the Company by the Authority by the following amounts:

- a. Each month the parties shall jointly determine the number of unpaid and unaccounted transactions based on the following:
 1. The number of tickets issued that month
 2. The inventory of vehicles parked in the Designated Parking Areas at or about 12:01 a.m., on the first day of that month
 3. The inventory of vehicles parked in the Designated Parking Areas at or about 12:00 a.m. of the last day of that month, and
 4. The number of tickets that were paid and processed through PARCS during that month
- b. Submittal of Monthly Reimbursable Expense Statement. The due date for monthly reimbursable expense statements is the fifteenth (15th) of each month. If a monthly financial statement is not received by the fifteenth day of the month there shall be a \$500.00 liquidated damage for each day past the due date.
- c. Provision of all records and retrievals when requested by the Authority. If such records are not received within fourteen (14) calendar days, the Company shall be

subject to liquidated damages the sum of one hundred dollars (\$100) per day from the Company's own funds for each item requested but not provided. The liquidated damages shall be owed beginning on the fifteenth (15th) day following the date the request was made. the Authority may, in its sole discretion, extend the deadline for production of requested records for good cause shown by the Company.

- d. Traffic wait time. \$100.00 per occurrence if additional exit lanes are not opened when traffic wait time exceeds five (5) minutes.
- e. License plate inventory. \$1,000.00 for each day the license plate inventory is not updated, complete and available.
- f. Deposits. \$1,000.00 for each day's deposit not made by the next business day.
- g. Entry or exit access. If the Company fails to re-open an entry or exit within the prescribed time, the Authority, at its sole discretion, may remedy the situation and deduct a liquidated damage at a rate of \$100.00 per hour.

EXHIBIT B
SCHEDULE OF COMPENSATION

For and in consideration of the administration cost of the parking facilities service, Authority agrees to pay to Company, and Company agrees to accept from Authority in full and complete payment for successful performance of Company under the terms and conditions of the Contract, an Annual Base Management Fee ("Management Fee") and Reimbursable Expenses, computed and payable on a monthly basis in arrears, as set forth below:

Annual Management Fee

Annual Management Fees shall be computed and payable on a monthly basis, included on the monthly invoice and shall be at a rate agreed upon by Company and Authority. The Management Fee shall be for the following Contract years, with amounts payable in equal monthly installments, based on a Contract year ending October 31st:

Year	Monthly Installment	Total Annual Management Fee
1	\$16,666.67	\$200,000
2	\$17,166.67	\$206,000
3	\$17,681.67	\$212,180
4	\$18,212.08	\$218,545
5	\$18,758.42	\$225,101

In the event the Contract is renewed, the Management Fee shall be negotiated at that time.

In addition, Company shall have the opportunity to earn the following incentives:

Performance Based Incentive Plan

Incentive Plan payments will be tied to the results of an annual evaluation, based upon specific performance measures for each of the categories indicated below. The evaluation criteria, subject to approval and acceptance by the Authority, will be aligned with the goals and objectives of the Authority and will provide added incentive for the operator to increase revenues, minimize operating expenses and provide outstanding service to the Authority and its parking patrons.

Incentive Fee

The total available incentive fee shall not exceed \$50,000 for each fiscal year, beginning with the year-ending June 30, 2019. Specific percentages of the total incentive fee are assigned to the various performance categories below. Company shall commit 20% of the total incentive fee earned each year to Company's local staff (10%) including, D/M/WBE partners (10%), at Memphis International Airport

Annual Incentive Evaluation

Company will meet with Authority staff within 60 days following the anniversary date of each fiscal year to present detailed incentive plan evaluation data for the subject year. No less than one week prior to the meeting, Company will provide each of the Evaluation Committee members with relevant data and documentation, and supporting analysis, tied to each of the specified evaluation categories.

Evaluation Committee

The evaluation and scoring will be performed by a 3-person Evaluation Committee comprised of one representative from Authority's landside/parking management team, and two additional Authority representatives selected by Authority's Chief Financial Officer.

Incentive Evaluation Criteria

The proposed evaluation categories, performance measures and award values, all of which shall be adopted, implemented, and results are demonstrable, for each:

1. Budget Attainment 15% (points) of the available incentive

1. Cost Saving Initiatives
 - a. Variance - Approved Budget Vs Actual Expenditures
2. Budget Detail
 - a. Budget Submitted on Time
 - b. Items in Budget Detailed
 - c. Original Budget Adjusted by Airport Management During the Year
 - d. Original Budget Adjusted by Parking Operations Management During the Year
 - e. Staff Hours requirement and Schedule Detailed in Budget
 - f. Capital Expenditures detailed/projected in Budget

2. Revenue Enhancement 15% (points) of the available incentive

1. Year-Over-Year Revenue Growth related to Company's initiatives
2. Innovative Revenue Enhancements Proposed
3. Innovative Revenue Enhancements Implemented
3. Utilization of newer Technology
4. Recommend and Implement New Technologies that Improve Operations
5. Utilization of Personnel and Resources in Performing Tasks

3. Customer Service 15% (points) of the available incentive

1. Overall Responsiveness/Timelessness to Customer Complaints
2. Number of Customer Complaints unresolved
3. Customer waiting time excessive
4. Assisted with customers in emergency situations
5. Staff groomed and in approved uniforms
6. Staff trained in customer service procedures
7. Staff responsiveness to customer complaints

8. Number of customer complaints about parking personnel
9. Airport management's opinion of customer service provided
10. Mystery Shopper, to be provided by Company - negative results shall decrease in the number of points available to Company; positive results shall increase the number of points available to the Company

4. Operational Efficiency

15% (points) of the available incentive

1. Maintenance of All Equipment
2. Maintenance of All physical facilities
3. Appearance of physical facilities
4. Appearance of Vehicles- accidents or excessive wear or damage shall decrease the number of points available to Company; Number of points available to Company if vehicle is in similar condition as when provided by Authority/
5. Use of Manpower/staffing
6. Initiatives to improve Safety
7. Cash Management
 - a. Deposits on time each banking day
 - b. Cashier over/short acceptable limits
 - c. Reports Accurate
 - d. Reports on Time
8. Missing Tickets
 - a. Reports submitted on time each month
 - b. Variance acceptable
 - c. Detailed explanation for variance submitted with monthly reports
9. Recommendation Based Audits – findings and reconciled findings
 - a. Physical Audits
 - b. Cash Control Audits
 - c. Operational Audits
 - d. Monthly Reports submitted on time and accurate
10. Initiatives to improve appearance and cleanliness of facility
11. Timeliness of performance of duties/projects
12. Optimization of PARCS System
13. Accuracy of LPI inventory
14. Sufficient Count of Luggage Carts Maintained Monthly
15. Vehicle Appearance (increase the number of points available to Company if vehicle is in similar condition as when provided by Authority; accidents or excessive wear or damage shall decrease the number of points available to Company)
16. Safety Record
17. Operational Improvements
18. Parking Rate/Utilization Analysis

5. Responsiveness to Airport

15% (points) of the available incentive

1. Timeliness and Accuracy of Special and Ad Hoc Events

2. Timeliness and Accuracy of Special and AdHoc Reports
3. Flexibility to Handle Special Events/Circumstances
4. Assistance to Airport management in Planning for special events
5. Airport Management's opinion of Performance

6. . Management Performance/Support

15% (points) of the available incentive

1. Changes in Service/Performance Levels
2. Parking Rates Adjustment Recommendations and Justifications
3. Working Relationship with Authority Departments
4. Employee Productivity
5. Labor Relations-Employee Issues
6. Innovations and Solutions to increase parking efficiencies
7. Development and Assistance w/Marketing Initiatives and other Specialized Services
 - i. New quantifiable customer transactions, by program
 - ii. Associated and quantifiable revenues, by program
 - iii. Per program, results compared to costs and goals
8. Regional and Corporate support beyond Contract requirements
9. Training and Incentive Programs Implemented

7 D/M/WBE Partners (D/M/WBE Partners shall be included in Company's presentation)

10% (points) of the available incentive

1. Relationship with D/M/WBE Partners
2. Mentoring of D/M/WBE Partners
3. Delivery of Customer Service Routines
4. Interaction with Customers
5. Vehicle Appearance (increase the number of points available to Company if vehicle is in similar condition as when provided by Authority; Accidents; or excessive wear or damage shall decrease the number of points available to Company)
6. Involvement of D/M/WBE Partners in Operating Model
Training and Incentive Programs Implemented

Consideration will also be given under each category to the Company's efforts to identify and address areas of concern, the Company's response to the Authority's concerns and ongoing efforts by the Company to improve operations and performance. More detailed scoring criteria for each category will be developed prior to the first evaluation presentation.

Scoring and Award Values

Company will be scored for its performance under each category and the corresponding incentive award percentage from the table below, applied to the available incentive pool for that category.

Weighted Scoring Value Within Each Category	Incentive Award Value
70 points or less	0%
71 – 75 points	0%
76 – 80 points	0%
81 – 85 points	50%
86 – 90 points	80%
91 – 95 points	90%
96 – 100 points	100%

Operating Budget

Company shall prepare and submit to the Airport for its review and approval an Operating Budget for each fiscal year of the Contract Term. Any escalation in budget amount shall be negotiated with Authority. The Operating Budget shall be submitted in hard copy and an electronic format acceptable to the Airport. The Operating Budget shall be for each fiscal year ending June 30. The Operating Budget shall be reviewed quarterly by the Parties and may be reviewed more frequently at the request of either of the Parties.

The approval for the Operating Budget including revisions thereto, shall be made in writing by Authority. The approved Operating Budget shall be binding upon the Company.

The Operating Budget shall be comprised of the following sections. These sections together shall constitute the entire Operating Budget.

1. Operating Budget with recurring and non-recurring anticipated expenses
2. Detail of non-recurring expenses including: general account, item description, amount, month anticipated, and justification
3. Employee report with number of positions by department and wages forecasted by position for the fiscal year
4. Miscellaneous Reports:
 - a. Vacation and sick leave accrual report with employee leave balances by hours and dollar amount.
 - b. Capital expenditures
 - c. Cost savings proposals

The recurring anticipated Reimbursable Expenses shall include the following subsections or such other subsections as Authority directs, presented in line-item detail:

- a. Personnel Compensation
- b. Payroll Taxes and Employee Benefits as reflected in operational budget proposed by Company and approved by Authority
- c. Communication
- d. Human Resource Services
- e. Maintenance Services
- f. Supplies & Materials
- g. Insurance
- h. Non-capital equipment

Budget Schedule

For subsequent fiscal years

- a. Company submits Operating Budget to Authority by Dec 1
- b. Authority review and comments completed by January 15th
- c. Approval of final Operating Budget and First Quarter Plan by in accordance with Authority's approved budget by the Authority's Board of Commissioners. (May Board Meeting)
- d. Budget Fiscal Year begins July 1
- e. Closeout of Previous Fiscal Year Budget June 30
- f. Evaluation/Review of Previous Fiscal Year Budget performance by August 15

Reimbursable Expenses

To be reimbursed, Reimbursable Expenses claimed by the Company must be accompanied by an invoice, proof of payment, if applicable and other reasonable documentation. Corporate costs that are included as Reimbursable Expenses require a detailed description of charges. Said documentation shall be submitted with the Monthly Certified Statement. Reimbursable expenses submitted may be recurring or non-recurring.

- a. Recurring Reimbursable Expenses. The Recurring Reimbursable Expenses shall include expenses anticipated to occur on a regular monthly basis and may include, but are not limited to, the following:
 1. Personnel Compensation (payroll costs, including regular salaries and wages, sick days, vacation and eleven (11) paid holidays, employee training (locally), court time on behalf of Authority, and overtime) based on actual payroll registers;
 2. Payroll Taxes and Employee Benefits (applicable only to employees employed by the Company to provide services at the Airport under the Contract);
 3. Human resource services (pre-employment testing; random drug testing; criminal history checks; personnel recruiting expenses to include employment advertising);
 4. Maintenance and Services (Operating Equipment, armored car service, administrative services);
 5. Supplies & Materials (postage, office supplies, uniforms, and small tools);
 6. Insurance required to be carried under the Contract. Liability insurance shall initially be charged at \$13.43 per parking space, based on 7,381 total parking spaces. In the event the total number of parking spaces in the Designated Parking Areas increases or decreases by 200 or more parking spaces, the liability insurance charge shall be renegotiated by the parties. Space counts to be verified annually, no later than November 1 of the previous Contract year.
 7. Payroll processing and accounts payable processing fees. The charge under this category shall initially be \$3,500.00 and agreed upon during budget process for subsequent years.
- b. Non-recurring Reimbursable Expenses. The Non-recurring Reimbursable Expenses shall include expenses anticipated to occur on a one-time or irregular basis during the fiscal year. All Non-recurring Reimbursable Expenses (\$1,000 or over) must be submitted in writing and must be approved by Authority in writing prior to the start of services or purchases of supplies and services. Non-recurring Reimbursable Expenses include, but are not limited to, the following:

- i. Base payroll costs incurred by the Company as a result of providing personnel to perform this Contract in excess of that approved in the Operating Budget and approved in writing by Authority.
- ii. Cost of purchasing ticket stock or parking locator supplies for the Premises operations
- iii. Costs resulting from the addition of temporary or permanent parking Premises
- iv. Costs incurred with any other activities for which Authority provides written direction to the Company to undertake
- v. Costs of additional insurance Authority directs the Company to purchase
- vi. Costs of the independent CPA audit required under Section 1.13.6.4 of the Scope of Services (Exhibit A).

Non-Allowed Expenses

Unless specifically approved otherwise in writing by Authority, the following Company expenses shall not be Reimbursable Expenses and shall be paid for by the Company using its own funds.

- a. Salary, costs and expenses of all off-site, nonresident legal, audit, risk management, administrative, bookkeeping and executive personnel of the Company.
- b. Cost and expenses associated with the Company's annual CPA audit, as required under Section 1.13.2.6 of the Scope of Services (Exhibit A).
- c. Expenses such as home office travel, home office, or local entertainment and accommodations and off-site general office expenses, lobbying or political contributions.
- d. Any expenses related to Company's resolution of inadequacies in the performance of the terms identified herein.
- e. The expenses of legal representation or of union negotiations and administration of union agreements.
- f. The expense of any penalties, fines, or late payment fees incurred by the Company.
- g. Expenses of the Company's Performance Bond.
- h. The expense of taxes and similar fees incurred by the Company in its business operations, provided, however, that sales or use taxes incurred on goods and services purchased under the Contract shall be considered Reimbursable Expenses.
- i. Missing or unreturned employee badges, uniforms, laundry, and linens.
- j. Any cost incurred due to negligence by employees, agents, or subcontractors of the Company.
- k. Any cashier shortages from cashier terminals.
- l. The financing costs associated with the Company's working capital.
- m. The cost of any expenses incurred by the Company in connection with the indemnification provisions of this Contract.
- n. The cost of meetings between executive level representatives of the Company and Authority staff.
- o. Any employee compensation benefits, e.g., a car allowance, that are not specifically approved by Authority, cash or stock bonuses.
- p. The Company is responsible for all "personal" long-distance phone calls made by its employees under the Contract; business calls are reimbursable subject to review and written approval by Authority.
- q. Personal and vacation leave in excess of one hundred twenty (120) hours per Company employee, Authority shall not reimburse any Company employee for any personal and

vacation leave balance that exceeds 120 hours at the time of Contract expiration or termination for any reason. Company shall provide policy on accrued personal and vacation leave in the first fiscal year Budget.

- r. Non-essential business expenses.

Monthly Certified Statements

Each month of the Contract term the Company shall detail its Reimbursable Expenses for the previous month in the Monthly Certified Statement prepared in accordance with Section 1.13.6.1 of the Scope of Services (Exhibit A). The Statement shall include a certification that Authority has not previously reimbursed the Company for any of the Reimbursable Expenses claimed on the Monthly Certified Statement.

Disputed Reimbursable Expenses

Authority's Parking Manager shall give the Company written notice of any Reimbursable Expenses claimed in the Monthly Certified Statement that Authority disputes and the reasons therefore. The Company, within thirty (30) days from receipt of such notice, may appeal this decision to Authority's Finance Director. If Authority's Finance Director determines that the item in dispute is a Non-Allowed Expense, the Company shall pay the amount due with its own funds within thirty (30) days from the date of Authority's Finance Director's determination. If the Company fails to make timely payment of the amount due, Authority may deduct the amount owed from amounts due to the Company from Authority.

Aged Expenses

No expenses will be reimbursed if the expense has been incurred is over 180 days from the date of purchase or receipt of services.

Budget Revisions

Company shall not exceed the approved Operating Budget's total. If Company anticipates that Reimbursable Expenses are likely to exceed the approved Operating Budget's total due to circumstances outside of Company's reasonable control, or if Authority requests additional work from Company outside of the Scope of Services (including, without limitation, providing health insurance), Company shall promptly notify Authority and the Parties shall discuss what actions, if any, should be taken and the appropriate adjustments to the approved Operating Budget. The approved Operating Budget may be revised by Authority from time to time in accordance with Section 1 of this Contract, or to permit the inclusion of additional expenses as approved Reimbursable Expenses as noted above, but only if and to the extent that Authority, in its sole discretion, deems such revisions necessary and appropriate.

Penalties

The Company agrees to reimburse Authority for the actual (regular and/or overtime) cost of customer service personnel filling posts due to the failure of the Company to provide adequate customer service personnel plus a twenty (20) percent penalty. Also, the time will be calculated at a minimum of four (4) hours.

The Company agrees to pay Authority a penalty of twenty (20) percent of the hourly cost for all employees performing duties under this Contract who are not properly uniformed as required by this Contract.

The Company agrees to reimburse Authority for any charges resulting from unauthorized use of telephone equipment, and negligent damage of all other equipment and facilities at replacement cost.

Liquidated Damages

In the event of performance problems, Authority may, on a monthly basis, assess liquidated compensatory damages for noncompliance with performance standards as detailed below. If the Company fails to pay the liquidated damages, Authority may deduct the liquidated damages from amounts to be paid to the Company by Authority by the following amounts:

a. Unpaid or unaccounted tickets or transactions. Liquidated damages for unpaid parking tickets, parking tickets that cannot be accounted for, or any other unaccounted transactions ("Tickets") shall be as set forth in the table below:

Percent of Total Monthly Tickets Issued	Per Ticket
0.0% to 0.2%	\$ 0.00 per Ticket
Greater than 0.2% up to 0.5%	\$15.00 per Ticket
Greater than 0.5%	\$30.00 per Ticket

Each month the parties shall jointly determine the number of unpaid and unaccounted transactions based on the following:

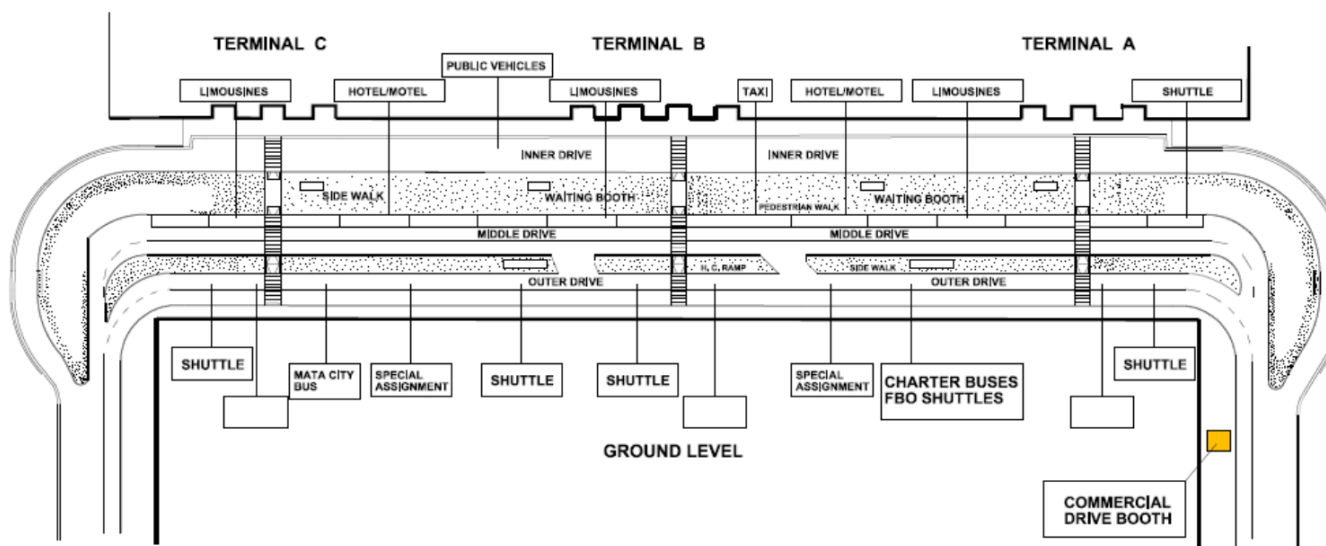
1. The number of tickets issued that month
 2. The inventory of vehicles parked in the parking facilities at or about 12:01 a.m., on the first day of that month
 3. The inventory of vehicles parked in the parking facilities at or about 12:00 a.m. of the last day of that month, and
 4. The number of tickets that were paid and processed through PARCS during that month
- b. Submittal of Monthly Reimbursable Expense Statement. The due date for monthly reimbursable expense statements is the fifteenth (15th) of each month. If a monthly financial statement is not received by the fifteenth day of the month there shall be a \$500.00 liquidated damage for each day past the due date.
- c. Provision of all records and retrievals when requested by Authority. If such records are not received within fourteen (14) calendar days, the Company shall be subject to liquidated damages the sum of one hundred dollars (\$100) per day from the Company's own funds for each item requested but not provided. The liquidated damages shall be owed beginning on the fifteenth (15th) day following the date the request was made. Authority may, in its sole discretion, extend the deadline for production of requested records for good cause shown by the Company.
- d. Traffic wait time. \$100.00 per occurrence if additional exit lanes are not opened when traffic wait time exceeds five (5) minutes.
- e. License plate inventory. \$1,000.00 for each day the license plate inventory is not updated, complete and available.
- f. Deposits. \$1,000.00 for each day's deposit not made by the next business day.
- g. Entry or exit access. If the Company fails to re-open an entry or exit within the prescribed time, Authority, at its sole discretion, may remedy the situation and deduct a liquidated damage at a rate of \$100.00 per hour.

EXHIBIT C
GROUND TRANSPORTATION MANAGEMENT SERVICES

1. Commercial Drive Management

- 1.1. Provides taxi queuing on a schedule determined by the Authority.
- 1.2. Inspects Ground Transportation Facilities on a daily basis for cleanliness and operation to include the taxi hold room and parking lot, commercial drive entrance, taxi starter booth, commercial drives and any other facilities assigned to the Ground Transportation Area.
- 1.3. Inspects taxis and taxi drivers for compliance with Commercial Ground Transportation Rules & Regulations.
- 1.4. Continually monitors commercial drive with CCTV monitors and provides access to commercial drive for authorized vehicles.
- 1.5. Maintains a commercial vehicle operations database to record taxi trips and occasional users of the commercial drive.
- 1.6. Manages all employees assigned to the Ground Transportation Area. Interviews potential candidates for positions assigned to the Ground Transportation Area and makes recommendation for hiring of candidates.
- 1.7. Provides initial and recurrent training to all staff assigned to the Ground Transportation Area.
- 1.8. Develops policy and procedure manuals for the commercial drive staff.
- 1.9. Develops work schedules and ensures proper staffing of the Ground Transportation Area at all times.
- 1.10. Reviews payroll records weekly and biweekly payroll invoices.
- 1.11. Issues commercial vehicle permits and HID cards to authorized commercial vehicle operators.
- 1.12. Audits commercial vehicle permits and HID cards and commercial drive revenue at least monthly.
- 1.13. Collects commercial drive revenue for all commercial vehicle operations and provides monthly revenue reports to the Authority.
- 1.14. Generates monthly activity reports for commercial vehicle operators to include invoices for coach bus trip fees and monthly trip reports for taxis.
- 1.15. Handles all complaints regarding commercial vehicle operators. Recommends suspension of commercial vehicles drivers or companies to the Authority.
- 1.16. Prepares ad hoc reports for commercial vehicle operations to include making recommendations for technological improvements, revenue enhancement and cost saving measures.
- 1.17. Attends weekly ground transportation meetings and monthly customer service meetings.
- 1.18. Maintain certification as a certifying official for all personnel assigned to Ground Transportation Areas and conducts badge audits as necessary.

Ground Level Commercial Drive Assigned Locations for Commercial Vehicle Operators
(Subject To Change)



2. **Luggage Cart Recovery**

- 2.1. Periodically inspects all luggage carts.
- 2.2. Ensures proper inventory levels of luggage carts in the luggage cart corrals located in the baggage claim areas and public parking at all times. Optimum inventory levels are subject to change.

<u>Corral Location</u>	<u>Optimum Inventory</u>
Economy Garage	10 per Level (Levels 1-7)
Baggage Claim A	15
Baggage Claim B	30
Baggage Claim C	30

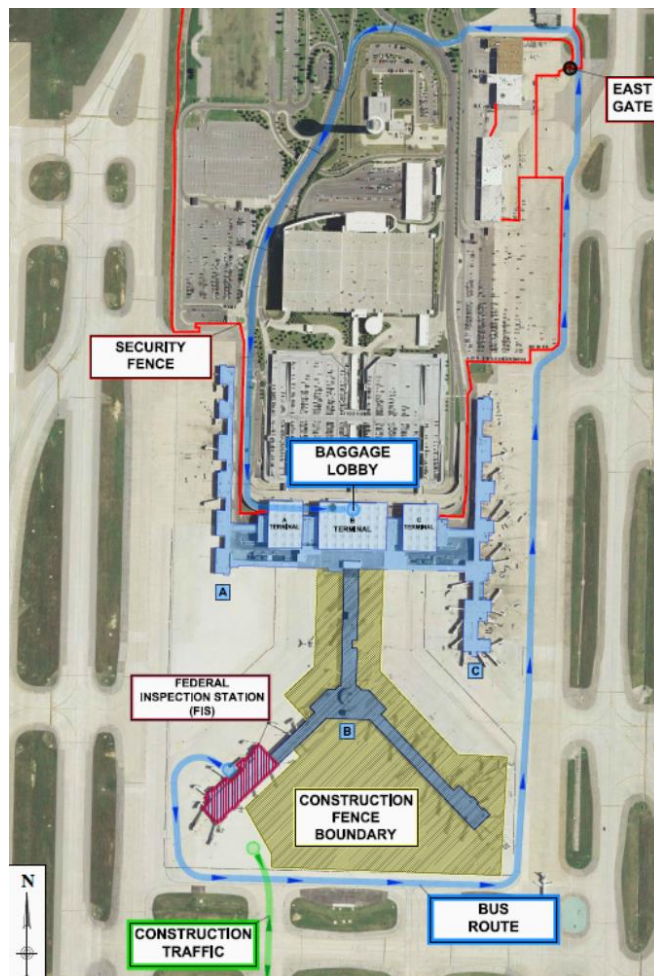
- 2.3. Ensures assigned staff collect luggage carts throughout the terminal area; public and commercial drives; and employee and public parking on a continual basis.

3. Valet

- 3.1 Provides valet services to public parking customers on a schedule determined by the Authority. (To Be Determined).
- 3.2 Provides management of additional services that may be offered through the valet operation to include car detailing, oil changes, dry cleaning or any other amenity the Authority decides to offer valet customers.

4. Shuttle Bus Operations

- 4.1 Manages the shuttle bus operation for the international flights during the reconstruction of Concourse B (schedule to be determined by the Authority.)



- 4.2 Manages the shuttle bus operation for public or employee parking during construction activity or operation of a remote parking lot (schedule to be determined by the Authority).
- 4.3 Provides daily and monthly operations reports for all shuttle operations.

EXHIBIT D
OFFICE FURNITURE, EQUIPMENT AND VEHICLES

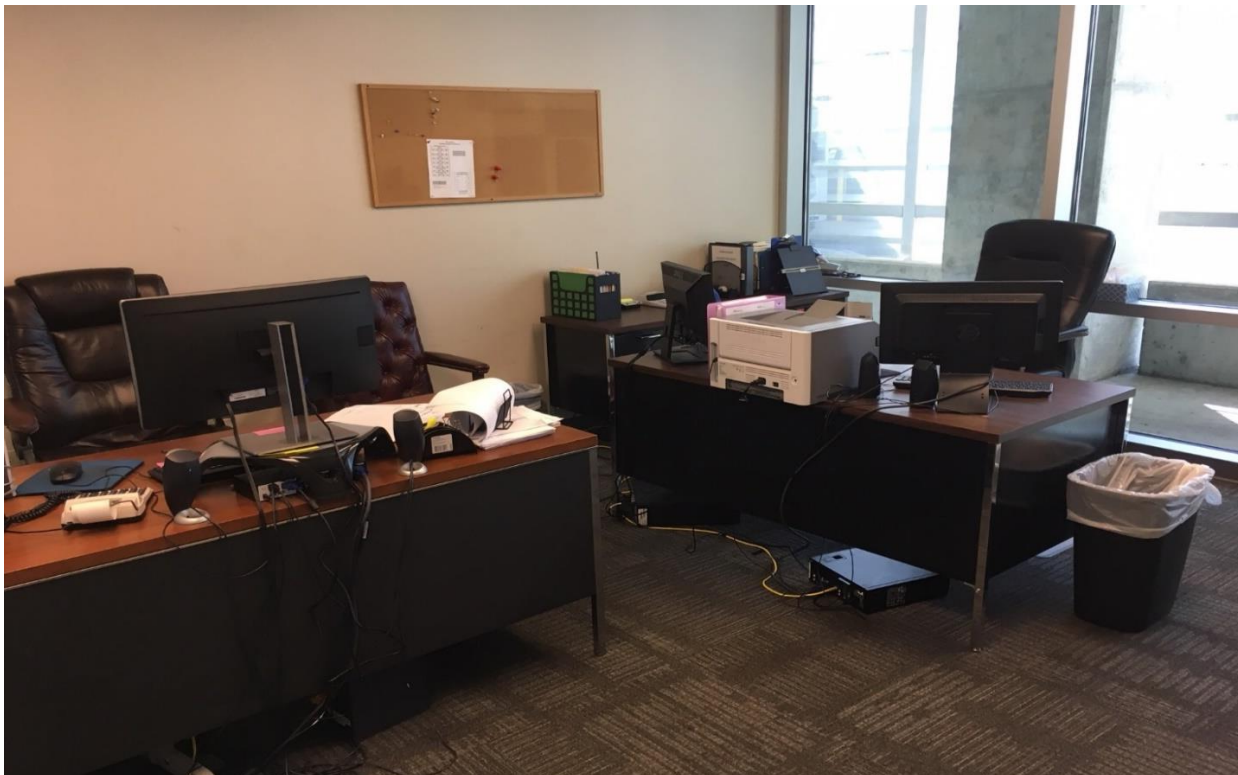
MANAGER'S OFFICE

QUANTITY	DESCRIPTION
1	DESK- WOOD TOP/METAL BOTTOM
1	WOOD SIDE TABLE
1	WOODEN BOOKSHELF- 51"x40" – 6 SHELVES
1	4 DRAWER FILE CABINET- BLACK METAL
2	CHAIRS-BURGANDY STATIONARY (1) & GRAY CLOTH WITH ROLLERS (1)
1	METAL COAT RACK
1	1 DELL COMPUTER (SERIAL # MXL6211R22) – NO MONITOR
1	UNINTERRUPTED POWER SUPPLY
1	AVAYA VOIP TELEPHONE
1	VICTOR 1208-2 CALCULATOR
1	SIO-SCAN ATOMIC WALL CLOCK



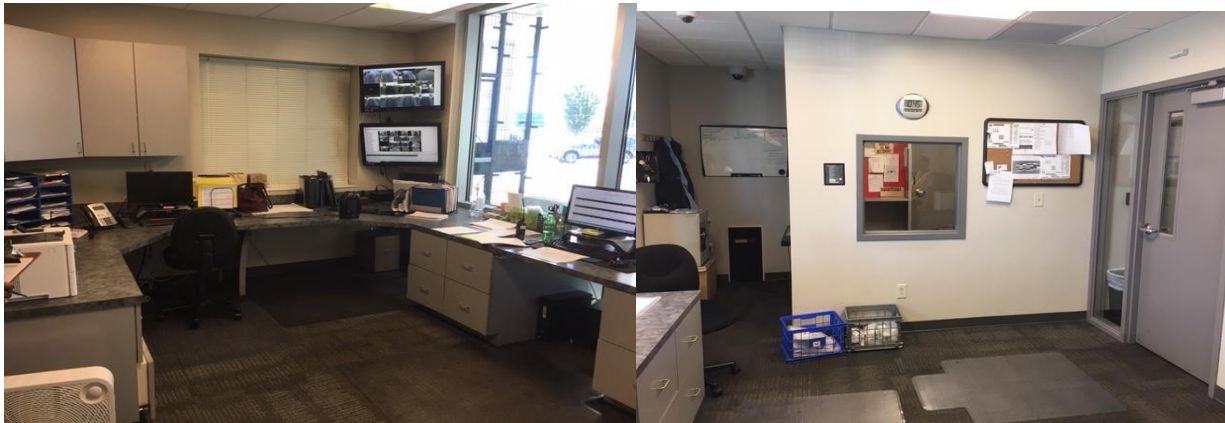
ASSISTANT MANAGER'S OFFICE

QUANTITY	DESCRIPTION
2	DESKS – wood top/metal bottom
3	CHAIRS- 2 high back, black & brown; 1 burgundy guest chair
1	4 DRAWER FILE CABINET (ASSET TAG PKG0057)- BLACK METAL
1	DELL COMPUTER (MXL5030ZFZ)
1	DELL MONITOR (E232 – 3CQ6141BG4)
1	DELL COMPUTER (MXL6211R22)
1	DELL MONITOR (E232 – CNOD115J-72872-8AB-1EH9)
2	AVAYA VOIP PHONES
1	CREDENZA – WOOD TOP/METAL BOTTOM
2	BULLETIN BOARDS – 60"x36" & 46"x22"
1	GREY KEY BOX
2	CALCULATORS – VICTOR 1208-2 & SHARP EL-181-V



SUPERVISOR'S OFFICE

QUANTITY	DESCRIPTION
3	CHAIRS – BLACK OFFICE
1	SAFE – PHOENIX 400 18"x18"x20"- BEIGE
1	CREDIT CARD READER - VERIFONE
2	AVAYA VOIP TELEPHONES
2	BULLETIN BOARDS – 36"x24"
1	CUMMINS JETSON BILL COUNTER MODEL 4062 (14062025206018)
2	CALCULATORS – SHARP-EL2192RII -12 DIGIT- 2 COLOR
2	COMPUTERS – HP COMPAQ LA2006x AND HP ELITE DISPLAY E201
1	HP M506 PRINTER (PHBQ26829) – LASER JET ENTERPRISE
4	LPI HANDHELD SCANNERS - POLITESS
2	PELCO VIDEO MONITORS -1080P Full HD
5	RADIO CHARGERS - MOTOROLA
2	COMPUTER SPEAKERS – HARMON/KARDON
1	BATTERY BACK UP SURGE PROTECTOR –APC-ES550
3	SURGE PROTECTORs
16	SETS OF KEYS: Safe, Devices, Booths, storage, west lot, cashier drawer, Ford Transits, Elite office, Ford truck
1	WALL CLOCK
1	COMMEND INTERCOM BASE STATION



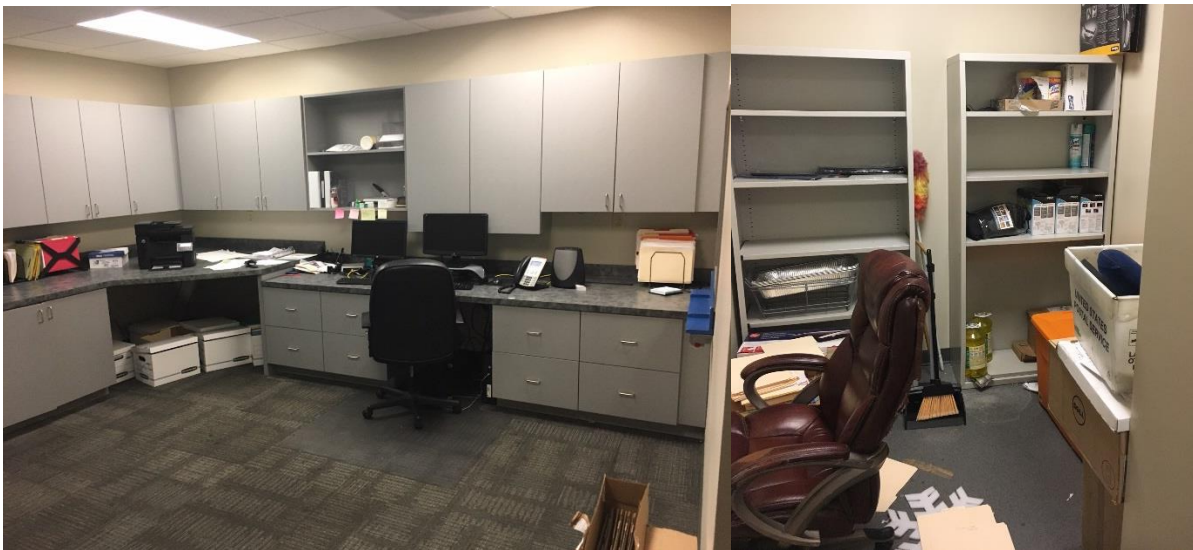
COUNT ROOM

QUANTITY	DESCRIPTION
4	CALCULATORS-Sharp EL-1194PIII; Sharp EL-2192RII; (2)Canon P23-DHV
1	CUMMINS JETSON BILL COUNTER MODEL 4062 (#14062-1612-09346)
1	BULLETIN BOARD – 24"x18"



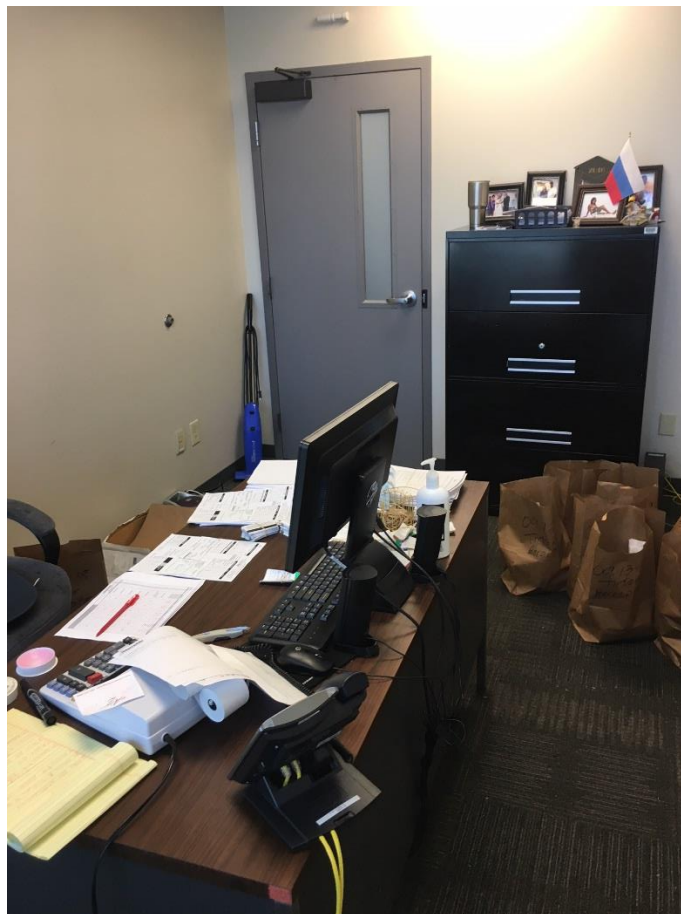
HR CLERK'S OFFICE

QUANTITY	DESCRIPTION
2	WAGONTECH LED SPOTLIGHTS
2	CHAIRS – BLACK OFFICE ; HIGH BACK BURGANDY LEATHER
1	HP COMPUTER (8121-0740)
2	GREY STORAGE SHELVES – 5 SHELVES
1	MONITOR (E201)



AUDITOR'S OFFICE

QUANTITY	DESCRIPTION
1	DESK – WOOD TOP/METAL BOTTOM
2	CHAIRS – GRAY CLOTH OFFICE; GRAY CLOTH GUEST
1	PRINTER TABLE – WOOD TOP/METAL BOTTOM
1	FILE CABINET – BLACK METAL
1	DELL COMPUTER (MXL5030ZD5)
1	DELL MONITOR (E201 #121565-001)
1	AVAYA VOIP TELEPHONE
2	SURGE PROTECTORS



COPY ROOM

QUANTITY	DESCRIPTION
1	ROYAL SHREDDER (MODEL 1610x)
1	CANON IMAGE RUNNER COPY MACHINE (MODEL6255)



CASHIER DEPOSIT ROOM

QUANTITY	DESCRIPTION
4	CHAIRS – (1) BLACK OFFICE; (1) BROWN, (1) BEIGE & (1) GREY FOLDING CHAIRS
1	DESK – WOOD TOP/METAL BOTTOM
1	CUMMINS JETSON BILL COUNTER (#1-4062-1610-09346)
1	CALCULATOR- Sharp EL-2192RII
1	MASTER SAFE (ASSET TAG #PKG0042) - MOSLER
1	AVAYA VOIP PHONE
2	KEYS TO BLACK SAFE
1	SAFE – BLACK, SERIAL #AP127387



CUSTOMER SERVICE AND SECURITY OFFICE

QUANTITY	DESCRIPTION
3	CHAIRS – (2) BLACK OFFICE, (1) GREY FOLDING
2	DESKS – WOOD TOP/METAL BOTTOM
1	SHELF – WOOD; 3 SHELF UNIT
1	FILE CABINET – BLACK 2 DRAWER METAL
2	AVAYA PHONES
1	BULLETIN BOARD – 24" x 36"



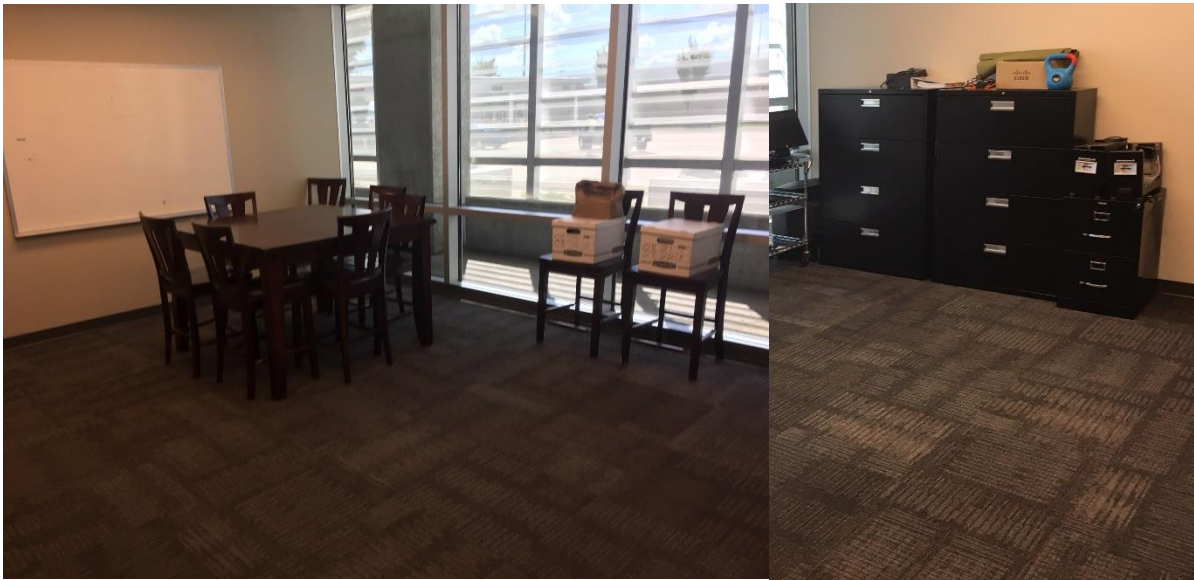
BOOKEEPER'S OFFICE

QUANTITY	DESCRIPTION
2	CHAIRS – (1) BLACK OFFICE, (1) TAN FOLDING
1	DESK – WOOD TOP/METAL BOTTOM
1	4 DRAWER FILE CABINET – BLACK METAL
1	AVAYA VOIP PHONE
1	DELL COMPUTER (MXL5030ZXC)
1	DELL MONITOR
1	LASERJET P2055D PRINTER (CNB1G00660)
1	FOLDING TABLE – WOOD TOP/METAL BOTTOM



CONFERENCE ROOM

QUANTITY	DESCRIPTION
9	WOOD CHAIRS
1	WOOD CONFERENCE TABLE
1	2 DRAWER FILE CABINET – BLACK METAL
2	4 DRAWER FILE CABINET – BLACK METAL



LOBBY

QUANTITY	DESCRIPTION
1	SEIKO WALL CLOCK- 24"
1	ENTRANCE RUG – BROWN 96" x 48"
1	CHAIR – GREY GUEST



BREAKROOM

QUANTITY	DESCRIPTION
9	WOOD CHAIRS
3	WOOD TABLES – 60" x 36"
1	GE MICROWAVE (MODEL JDW11003, #09000140600128)
1	BREVILLE TOASTER OVEN
1	FRIDIGAIRE REFRIGERATOR (MODEL 80-18, #BA43129032)
1	SODA MACHINE
1	VENDOR SNACK MACHINE - CANTEEN
1	CHANEY WALL CLOCK
2	BULLETIN BOARDS – 24" x 36" – 80" x 48"



TICKET STORAGE ROOM

QUANTITY	DESCRIPTION
4	CHAIRS – BLACK OFFICE
2	LARGE STORAGE CABINETS – GREY, 2 DOOR 78" x 36"
1	4 GAL HUSKY AIR COMPRESSOR
2	4 DRAWER FILE CABINETS - GREY
1	SAFE – SENTRY, GREY



PARKING BOOTHS

QUANTITY	DESCRIPTION
4	(CHAIRS – BLACK OFFICE) LOCATED IN SOUTH TOLL BOOTHS S2, S4, S5 & S9. NO BOOTH CHAIRS AT EAST LOT, WEST LOT OR NORTH TOLL BOOTHS



RADIOS

8 Motorola 800 megahertz handheld radios

- | | | |
|---------------------|--------------------|---|
| 1. Motorola XTS1500 | Serial #687CLX0588 | (Assigned to Parking Supervisor's Office) |
| 2. Motorola GTX | Serial #866FBJ0015 | (Assigned to Parking Manager) |
| 3. Motorola MTX8250 | Serial #921TFA1141 | (Assigned to Parking Supervisor) |
| 4. Motorola GTX | Serial #866FZU1338 | (Assigned to Parking Supervisor) |
| 5. Motorola GTX | Serial #866FZU1326 | (Assigned to Parking Supervisor) |
| 6. Motorola MTX8250 | Serial #921TLJ4245 | (Assigned to Customer Service) |
| 7. Motorola XTS1500 | Serial #687CLX0058 | (Assigned to Customer Service) |
| 8. Motorola GTX | Serial #866FZU1339 | (Assigned to Customer Service) |

PRENTISS LICENSE PLATE HANDHELD DEVICES (4)



VEHICLES

2009 Ford Ranger (Parking Supervisors + Management)



2004 Nissan Frontier (Security Patrols)



2017 FORD TRANSIT (EXTERIOR)



2017 FORD TRANSIT (INTERIOR)



2018 FORD TRANSIT (EXTERIOR)



2018 FORD TRANSIT (INTERIOR)



EXHIBIT D
REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT
PROGRAM AND FOR OBLIGATED SPONSORS

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of *whether or not* the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

1 GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2 TITLE VI COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

2.1 COMPLIANCE WITH REGULATIONS

The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2.2 NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

2.3 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

2.4 INFORMATION AND REPORTS

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

2.5 SANCTIONS FOR NONCOMPLIANCE

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

2.6 INCORPORATION OF PROVISIONS

The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3 TITLE VI LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

4 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

5 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

6 CONTRACT ASSURANCE

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

7 PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) 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 DBE and non-DBE subcontractors. There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing by the successful Company and approved in writing by an Authority Vice-President or higher prior to the delay or withholding of any payments under this provision.













19-0104 ABM Contract Final

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