AMENDMENT No. 2 TO THE CONTRACT BETWEEN THE CITY OF AUSTIN
AND
SP PLUS CORPORATION
FOR
PARKING OPERATIONS MANAGEMENT SERVICES
MA NR160000005

This Second Amendment to the Contract between the City of Austin ("City") (the "Second Amendment"), a home rule municipality incorporated by the State of Texas and SP Plus ("Contractor"), having offices at 1301 E. Ninth Street, Ste. 1050, Cleveland, OH 44114 is effective as of July 1, 2020 (the "Effective Date"). Contractor and City agree to modify the terms of the Contract between the City of Austin and SP Plus Corporation for Parking Operations Management Services MA NR160000005 ("Agreement").

Recitals

Whereas, on August 23, 2017, the City and Contractor executed the First Amendment to the Contract NR160000005 to increase the Management Fee due to the City increasing the number of parking shuttle buses; and

Whereas, due to COVID-19, passenger traffic at Austin-Bergstrom International Airport decreased approximately 97% in April 2020;

Whereas, as a result of decreased Airport passenger traffic, the City has consolidated its parking operations to reduce cost and to increase efficiencies; and

Whereas, Parking Lots B-J are no longer needed at this time for the City's parking operations; and

Whereas, the number of parking shuttle buses used to service the City's Parking Lots needs to be reduced at this time to save costs and to increase efficiencies; and

Whereas, of the current 42 parking shuttle buses, the City desires to remove 32 parking shuttle buses out of Contractor's active inventory at this time; and

Whereas, as a result of decreased number of parking shuttle buses and the closed parking lots, Contractor's insurance expenses will decrease, resulting in a decreased management fee; and

Whereas, the City and Contractor agree to amend the Agreement to reflect the changes reflected in these Recitals.

In consideration of the covenants and agreements herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, the Agreement is further amended as follows:

Amendments

The Agreement is further amended as follows:

1) *Management Fee.*

   a) The Management Fee is reduced to the following amount:

$271,794 for Contract Year No. 5 beginning June 16, 2020

For the avoidance of doubt, Contractor remains eligible for the Incentive Fee detailed in Exhibit 2 to Exhibit A of the Agreement calculated using the Management Fee set by this Second Amendment. Following the Initial Term, during the periods of any extension options exercised under the Agreement, the annual not-to-exceed amount to be paid for the management and incentive fees increase at a rate of 2.5% per year.

b) The City agrees to increase the Management Fee by $4,125 for each parking shuttle bus that returns to Contractor's active inventory, prorated on the basis of a 365-day year, for a maximum annual prorated amount of $132,000.

c) The City agrees to increase the Management Fee by the following amounts, prorated on the basis of a 365-day year, when Parking Lots B-J, individually or collectively, are reopened:

ECONOMY SURFACE LOT	PARKING SPACE CAPACITY	MANAGEMENT FEE
Lot B	1,239	$6,814.50
Lot C	1,528	$8,404.00
Lot D	1,442	$7,931.00
Lot E	533	$2,931.50
Lot F	1,113	$6,121.50
Lot G	1,310	$7,205.00
Lot J (North)	558	$3,069.00
Lot J (South)	916	$5,038.00

d) The City agrees to increase the Management Fee by $11,000, prorated on the basis of a 365-day year, when the City adds Valet Service back to the Scope of Work.

2) *Indemnity.* For so long as any Lot B-J is closed, Contractor's indemnification of City under Section 7.8 of the Agreement excludes any and all costs, expenses, losses, liability claims, judgments and demands (collectively, "Losses") arising on or from any such closed Lot B-J, individually or collectively, except to the extent Contractor, or Contractor's agents, employees, or subcontractors, is determined to be responsible for the Losses.

3) *Insurance.*

a) Contractor shall provide proof of Garage keepers Liability Insurance required under Section 5.1.2.7 of the Agreement when the City adds Valet Service back to Contractor's Services.

b) Contractor shall provide proof of Liability Insurance for Parking Lots B-J when these lots reopen.

3) *Administration of Management Fees and Contractor's Services.*

a) The City may request Contractor to return parking shuttle buses to Contractor's active inventory. At such time, the City and Contractor shall by amendment state the number of parking shuttle buses returning to active inventory and increase the Management fee in accordance with Section 1(b) above.

b) The City may reopen Parking Lots B-J. At such time, the City and Contractor shall by amendment state that Parking Lots B-J, individually or collectively, are reopened and increase the Management Fee in accordance with Section 1(c) above.

c) The City may add Valet Service to Contractor's Services. At such time, the City and Contractor shall by amendment state Valet Services are added back to Contractor's Services and increase the Management Fee in accordance with Section 1(d) above.

d) The City and Contractor agree to use the Amendment No. ___ document attached as **Exhibit A** hereto, or similar document, to amend the Agreement to reflect the changes considered in this Second Amendment.

4) MBE/WBE goals were established for this Contract.

5) By signing this Second Amendment Contractor certifies that Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6) The terms defined in the Agreement when used herein have the same meanings ascribed to such terms in the Agreement unless expressly defined otherwise herein.

7) No Other Changes. Except as set forth in this letter, all terms and conditions of the Agreement remain in full force and effect.

By the signatures affixed below, this Second Amendment is hereby incorporated and made part of the Agreement.

SP PLUS CORPORATION

Jason Finch
Senior Vice President- West Airports
Date: 7/23/2020

CITY OF AUSTIN, TEXAS

Jacqueline Yaft
Chief Executive Officer
Date: 7/27/2020

Approved as to Form:

M. Shannon Kackley
Assistant City Attorney

EXHIBIT A

AMENDMENT No. ____ TO THE CONTRACT BETWEEN THE CITY OF AUSTIN AND SP PLUS CORPORATION FOR PARKING OPERATIONS MANAGEMENT SERVICES MA NR160000005

1) Amendments:

Description of Change in Service	Quantity	Price Adjustment	Increase in Management Fee

2) MBE/WBE goals were established for this Contract.

3) By signing this Second Amendment Contractor certifies that Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4) The terms defined in the Agreement when used herein have the same meanings ascribed to such terms in the Agreement unless expressly defined otherwise herein.

5) No Other Changes. Except as set forth in this letter, all terms and conditions of the Agreement remain in full force and effect.

SP PLUS CORPORATION

_____

Jason Finch
Senior Vice President – West Airports
Date: _____

CITY OF AUSTIN, TEXAS

_____

Jacqueline Yaft
Chief Executive Officer
Date: _____

Approved as to Form:

_____

M. Shannon Kackley
Assistant City Attorney

Amendment No. **1**
to
Contract No. NR160000005
for
Parking Operations Management Services
between
SP Plus Corporation
and the
City of Austin, Texas

This First Amendment ("First Amendment") to the Contract NR160000005 (the "Contract") is made and entered into as of August 23rd, 2017, but effective as of October 1, 2017 (the "Effective Date"), by and between SP Plus Corporation ("Contractor") and the City of Austin ("City")

1.0 As of the Effective Date, the Contract is hereby amended pursuant to the Scope of Work (SOW) Section 4.1-Compensation:

To address the increase in bus operations at Austin-Bergstrom International Airport, the City and Contractor agree to a fixed yearly increase of the Management Fee. The Management Fee as defined in the Contract shall increase in the fixed amount of $55,000 per year for the remaining four (4) years or the contract and any extension options exercised by the parties. The annual increase of $55,000 in Management Fee (or $220,000 over the remaining life of the initial five year term of the Contract) shall remain firm regardless of any revisions in bus operations the parties may deem appropriate over the remaining life of the Contract. As a result of the increase in Management Fee the Incentive Fee also increases by $22,000.

The additional $55,000 in Management Fees shall become payable in twelve (12) equal installments for the Contract year commencing as of the Effective Date.

Delete Exhibit A-Financial Summary, Exhibit 2 Management Fee and replace with the attached Exhibit A-Financial Summary, Exhibit 2 (i) Management Fee Revised. The attached Exhibit B demonstrates the increase in Incentive Fees as a result of the Management Fee increases.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/16/2016 – 06/15/2021	$2,133,545	$2,133,545
Amendment No. 1: Increase Management Fee and Incentive Fee	$242,000	$2,375,545

3.0 MBE/WBE goals were established for this Contract.

4.0 By signing this First Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 The terms defined in the Contract when used herein shall have the same meanings ascribed to such terms in the Contract unless expressly defined otherwise herein.

6.0 ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this First Amendment is hereby incorporated and made a part of the above referenced contract.

SP PLUS CORPORATION

Jason Finch
Senior Vice President
SP Plus Corporation

CITY OF AUSTIN:

Matthew Duree
Procurement Supervisor
City of Austin Purchasing Office

Exhibit A - Financial Summary
Exhibit 2(i) - Management Fee Revised

Company proposes an annual fixed management fee as compensation for services under the Management Agreement in the following amounts.

The Management Fee shall cover:

- The Company's profit;
- Corporate operating expenses
- Administrative expenses and overhead
- Other expenses incurred in the parking or bus operations that are not reimbursable under this contract (item 8.4)

Please fill in the Management Fee Offer in both words and numbers)

1. The amount of Proponent's **Contract Year No. 1 Management Fee Offer** is

   Three hundred sixty-nine thousand ($ 369,000) Dollars,

2. The amount of Proponent's **Contract Year No. 2 Management Fee Offer**

   Four hundred thirty-three thousand two hundred twenty-five ($ 433,225) Dollars,

3. The amount of Proponent's **Contract Year No. 3 Management Fee Offer** is

   Four hundred forty-two thousand six hundred eighty-one ($ 442,681) Dollars,

4. The amount of Proponent's **Contract Year No. 4 Management Fee Offer** is

   Four hundred fifty-two thousand three hundred seventy-three ($ 452,373) Dollars,

5. The amount of Proponent's **Contract Year No. 5 Management Fee Offer** is

   Four hundred sixty-two thousand three hundred seven ($ 462,307) Dollars,

6. The amount of Proponent's **Contract Year No. 6 Management Fee Offer** is

   Four hundred seventy-two thousand four hundred ninety ($ 472,490) Dollars,

7. The amount of Proponent's **Contract Year No. 7 Management Fee Offer** is

   Four hundred eighty-two thousand nine hundred twenty-seven ($ 482,927) Dollars,

8. The amount of Proponent's **Contract Year No. 8 Management Fee Offer** is

   Four hundred ninety-three thousand six hundred twenty-five ($ 493,625) Dollars.

Exhibit B – Incentive Fee

The potential Incentive Fee payable to the Company in any given contract year is limited to 10% of the Management Fee applicable for that contract year. The revised annual Incentive Fee for each of the contract years are as follows.

	Management Fee	Incentive Fee	Contract Amount
Year one	$369,000	$36,900	$405,900
Year two	$433,225	$43,323	$476,548
Year three	$442,681	$44,268	$486,949
Year Four	$452,373	$45,237	$497,610
Year Five	$462,307	$46,231	$508,538

The increase in the Management Fee and subsequent increase in the Incentive Fee establishes a new Contract Amount for the five year agreement in the amount of $2,375,545.

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
SP PLUS CORPORATION
For
Parking Operations Management Services
MA NR160000005

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and SP Plus Corporation ("Contractor"), having offices at 1301 E Ninth Street, Ste. 1050, Cleveland, OH 44114.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services (including whether the added tasks are reimbursable or non-reimbursable expenses).

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jason Finch, Phone: (650) 821-7911, Email Address: jfinch@spplus.com. The City's Contract Manager for the engagement shall be Jerry Dinse, Phone: (512) 530-6344, Email Address: Jerry.Dinse@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for either party to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. The Contractor will promptly notify the City Contract Manager and obtain approval for the replacement of Contractor's key personnel. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

Austin-Bergstrom International Airport (Airport) is owned and operated by the City of Austin, through the City's Department of Aviation (DOA). The Airport is located approximately 8 miles southeast of Austin's business district. The Airport opened on May 23, 1999, and occupies 4,242 acres of land.

The City is entering into this Contract for Parking Operations Management Services with the Contractor for Contractor's collection of revenue and for to staffing, operation and management of the parking and busing operations at the Airport. The Contractor will be paid a fixed annual management fee, and will be reimbursed for approved expenses it incurs to operate and manage the parking and busing operations at the Airport.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all Deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the tasks as detailed in Exhibits B, C, G, H and I. The City reserves the right under this Contract to add or delete parking lots and facilities from Contractor's responsibilities.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid monthly and as indicated herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed $2,133,545 for all management and incentive fees during the initial term of this contract, as shown in Exhibit A. Following the initial term, during the periods of any extension options exercised under this Contract, the annual not-to-exceed amount to be paid for all management and incentive fees shall increase at a rate of 2.5% per year, as shown in Exhibit A. In addition, the Contractor will be compensated by City for those authorized reimbursable expenses specified in Exhibits A and B.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd., Suite 411
City, State, Zip Code	Austin, TX 78719

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper monthly invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming Deliverables by the Contractor;

3.3.3.2 third party claims pertaining to Contractor's operations at the Airport, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment except for amounts legitimately contested by Contractor;

3.3.3.4 damage caused by Contractor or its subcontractors to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor has factored the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card except as expressly provided in Exhibit B, Section 2.11.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

3.5.2 Beginning 120 days prior to the close of the contract and transition to a new contractor, the Contractor shall work with DOA staff and the new contractor to address scheduling, training, equipment removals, service expectations and transition to the newly awarded contractor. The Contractor shall provide to DOA a transition plan and schedule that shall address any outstanding obligations and that outlines what steps will be taken to ensure that DOA does not have any interruptions in parking operations management services that the Airport is fully functional until the contract close-out is complete.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of sixty (60) months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in Paragraph 4.1 above.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance**: The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A-VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 If there shall be a dispute as to coverage, then the City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $5,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

5.1.2.1.1 The policy shall contain the following provisions.

5.1.2.1.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.1.2 Contractor/Subcontracted Work.

5.1.2.1.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.1.4 If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

5.1.2.1.1.5 Fire Legal Liability with a minimum limit of $100,000.

5.1.2.1.1.6 Medical expense coverage with a minimum limit of $10,000 any one person.

5.1.2.1.2 The policy shall also include these endorsements in favor of the City of Austin:

5.1.2.1.2.1 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.2.2 Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.2.3 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $5,000,000 per occurrence for bodily injury and property damage.

5.1.2.2.1 The policy shall include these endorsements in favor of the City of Austin:

5.1.2.2.1.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.1.2 Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.1.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee.

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

5.1.2.3.1.1 Waiver of Subrogation, Form WC420304, or equivalent coverage

5.1.2.3.1.2 Thirty (30) days' Notice of Cancellation, Form WC420601, or equivalent coverage

5.1.2.4 **Commercial Crime Insurance Coverage:** Commercial Crime Insurance Coverage shall be provided for all losses emanating from the handling of the City's checks, credit card receipts, or cash, including, but not limited to, losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of $1,000,000.

5.1.2.5 **Garage Liability Coverage:** Garage Liability coverage may be provided in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of $1,000,000 Auto Only/$1,000,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired and non-owned vehicles. The policy shall contain the following endorsements in favor of the City of Austin:

5.1.2.5.1 Additional Insured Endorsement

5.1.2.5.2 Waiver of Subrogation

5.1.2.5.3 Thirty (30) Day Notice of Cancellation.

5.1.2.6 **Property Coverage:** Property coverage shall be provided by Contractor to provide all risk physical loss coverage for equipment in the care, custody and control of Contractor. Coverage shall continue throughout the contract term. City of Austin shall be added as loss payee as its interests in claims asserted may appear.

5.1.2.7 **Garage keepers Liability Coverage:** Garage keepers Liability may be used to provide the required property coverage for vehicles in the care, custody and control of the Contractor.

Comprehensive and collision coverage shall be provided on a Direct Primary basis. The minimum limit for the Garage keepers coverage shall be $1,000,000.

5.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Payment Bond.**

5.2.1 The payment bond will be in the amount equal to the sum of the first year management fee plus 25% of the first year operating budget as shown in Exhibit A. Only approved reimbursable expenses will be budgeted within fourteen (14) calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2.2 The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension. Notwithstanding the foregoing, Contractor may provide an annually renewing Payment Bond, provided that Contractor shall renew the Payment Bond for the forthcoming year not less than sixty (60) days prior to its scheduled expiration date.

5.3 **Performance Bond.**

5.3.1 Prior to execution of the contract, Contractor shall deliver to the City, a performance bond, the amount of which shall be equal to the sum of the first year of the management fee plus twenty-five percent (25%) of the first year operating budget for the Parking Facilities and Shuttle Bus System as shown in Exhibit A (only approved reimbursable expenses will be budgeted). The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.3.2 The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension. Notwithstanding the foregoing, Contractor may provide an annually renewing Performance Bond, provided that Contractor shall renew the Performance Bond for the forthcoming year not less than sixty (60) days prior to its scheduled expiration date.

5.4 **Equal Opportunity.**

5.4.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.4.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.5 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.6 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.7 **Delays.**

5.7.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.7.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.8 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables. If Deliverables are developed using a subcontractor, Contractor will insure that ownership of all Deliverables completed by that subcontractor is in accordance with this Section.

5.8.1 **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.8.2 **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for

the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

5.8.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.9 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.10 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

5.11 **Monthly Subcontract Awards and Expenditures Report:**

5.11.1 The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

5.11.2 Mail the Purchasing Office copy of the report to the following address:

City of Austin Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

SECTION 6. WARRANTIES

6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 **Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and

environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Workforce Security Clearance and Identification (ID):**

7.4.1 Security Badges: Contractor and employees assigned to work on this contract in the secured areas of ABIA shall be required to obtain a security badge which must be worn at all times while on the ABIA premises. The security badge may prohibit access to some restricted areas at ABIA. The Contractor's employees must comply with all security restrictions. Violations may result in the Contractor receiving an FAA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.

7.4.2 Airport Security: Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.

7.4.3 Background Investigation: An application for each security badge can be obtained from the Airport Security and I.D. Section. A ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The Contractor shall be responsible for the cost thereof ($38.00 per fingerprint check).

7.4.4 Badge Fees: City will provide initial security badges free of charge to the Contractor. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - $50; 2nd replacement - $75; 3rd replacement - $100; etc. Upon expiration of this Contract, the Contractor shall return all security badges to the Airport Security and I.D. Section.

7.4.5 Each employee who receives an airport security badge will be required to attend an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.

7.5 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.5.1 disposal of major assets;

7.5.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.5.3 any significant termination or addition of provider contracts;

7.5.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.5.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.5.6 reorganization, reduction and/or relocation in key personnel;

7.5.7 known or anticipated sale, merger, or acquisition;

7.5.8 known, planned or anticipated stock sales;

7.5.9 any litigation against the Contractor; or

7.5.10 significant change in market share or product focus.

7.6 **Right To Audit.**

7.6.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.6.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.7 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.8 **Indemnity.**

7.8.1 Definitions:

7.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.8.1.2 "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.8.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.9 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.10 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	SP Plus Corporation
ATTN: Jerry Dinse, Administrator, Aviation Parking Services	ATTN: Jack Ricchiuto, Executive Vice President
P O Box 1088	1301 East 9th St., Suite 1050
Austin, TX 78767	Cleveland, OH 44144
	And:
	SP Plus Corporation
	ATTN: Legal Department
	200 East Randolph Street, Suite 7700
	Chicago, IL 60601

7.11 **Confidentiality.** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.12 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law. Notwithstanding the foregoing, Contractor may include the City in its published list of clients.

7.13 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.14 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.15 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.16 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.17 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.18 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.19 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.20 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.21 **Dispute Resolution.**

7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.22 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.22.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.22.2 In accordance with the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program, the City will monitor compliance information regarding the use of certified MBE/WBE Firm(s) listed on the Contractor's Compliance Plan (Exhibit J). The Contractor shall submit electronically to the City's Contract Manager, no later than the 10th calendar day of every month, reports on progress toward meeting the MBE and WBE participation goals ("SMBR Reports"). The Contractor shall also email or fax SMBR Reports to the SMBR representative assigned to the project. The Contractor may be asked to report and appear before the City's MBE/WBE and Small Business Advisory Committee, the MBE/WBE and Small Business Council Sub-committee and/or Austin City Council regarding MBE and WBE participation, when feasible. City Staff will provide the Contractor at least one (1) month notice if reporting requests are made by Austin City Council or Committees.

7.23 **Subcontractors.**

7.23.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.23.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.23.2.1 require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.23.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.23.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.23.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.23.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.23.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.23.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.24 **Living Wages**.

7.24.1 The minimum wage required for any Contractor employee directly assigned to this City Contract is $13.03 per hour, unless Published Wage Rates are included in the solicitation. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

7.24.2 The City requires Contractors to provide a signed certification within five (5) calendar days of Contract execution certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than $13.03 per hour (see Exhibit E, Living Wages Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.24.3 The Contractor shall maintain throughout the term of the Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

7.24.4 The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall

be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://assets.austintexas.gov/purchase/living_wages_employee_certification.pdf .

7.24.5 Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report employee changes as they occur.

7.24.6 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in paragraph 7.24.3 above to verify compliance with this provision.

7.25 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.26 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.27 **Holidays.** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.28 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.29 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.30 **Incorporation of Documents. Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf.

7.31 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.31.1 any exceptions to the Offer accepted in writing by the City;

7.31.2 the Supplemental Purchase Terms and Conditions;

7.31.3 the Standard Purchase Terms and Conditions;

7.31.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

SP PLUS CORPORATION

By: Jason Finch
Signature

Name: Jason Finch
Printed Name

Title: SVP- West Airports

Date: 6/16/2016

CITY OF AUSTIN

By: Shawn Willett
Signature

Name: Shawn Willett
Printed Name

Title: Deputy Purchasing Officer

Date: 6/16/2016

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: PAX0127

DATE ISSUED: 11/09/2015

COMMODITY/SERVICE DESCRIPTION: PARKING OPERATIONS MANAGEMENT SERVICES

REQUISITION NO.: 15091100523

COMMODITY CODE: 96259

PRE-PROPOSAL CONFERENCE TIME AND DATE: 12/02/2015, 1:00 pm, local time

LOCATION: 2716 Spirit of Texas, Austin, TX 78719

PROPOSAL DUE PRIOR TO: 02/02/2016, 2:00 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: 02/02/2016, 2:00 pm, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Sai Xoomsai Purcell
Senior Buyer Specialist
Phone: (512) 974-3058
E-Mail: sai.xoomsai@austintexas.gov

Roger Stricklin
Corporate Contract Administrator
Phone: (512) 974-1727
E-Mail: roger.stricklin@austintexas.gov

When submitting a sealed Offer and Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	**Address for Fedex, UPS, Hand Delivery or Courier Service**
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0127	Purchasing Office-Response Enclosed for Solicitation # PAX0127
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND ELEVEN (11) ELECTRONIC COPY OF YOUR RESPONSE

The electronic version must be on flash drive in PDF format

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	16
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	10
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	21
Exhibit 1	Proposed Operating Budget	3
Exhibit 2	Management Fee	1
Exhibit 3	2014 – 2015 Budgets	4

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

The Offeror shall furnish, with the Offer, the following information, for at least five recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

Responding Company Name _____

1. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

4. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

5. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than $13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $13.03 per hour.

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer:_____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer:_____ Which State:_____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer:_____

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to sai.xoomsai@austintexas.gov no later than thirty (30) calendar days close of business before the due date of the proposal.

2. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

      City of Austin Purchasing Office
      P. O. Box 1088
      Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.

(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
(e) Fire Legal Liability with a minimum limit of $50,000
(f) Medical expense coverage with a minimum limit of $5,000 any one person

(2) The policy shall also include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage.
(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv **Commercial Crime Insurance Coverage:** Commercial Crime Insurance Coverage shall be provided for all losses emanating from the handling of the City's checks, credit card receipts, or cash, including, but not limited to, losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of $1,000,000.

v **Garage Liability Coverage**: Garage Liability coverage may be provided in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of $1,000,000 Auto Only/$1,000,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired and non-owned vehicles. The policy shall contain the following endorsements in favor of the City of Austin:

(a) Additional Insured Endorsement

(b) Waiver of Subrogation

(c) Thirty (30) Day Notice of Cancellation

vi **Property Coverage:** Property coverage shall be provided by Company to provide all risk physical loss coverage for the vehicles and equipment in the care, custody and control of Company. Coverage shall continue throughout the contract term. The limit of coverage required is $1,000,000 for vehicles in the Company's care, custody and control at any given time. City of Austin shall be added as loss payee as its interests in claims asserted may appear.

vii **Garage keepers Liability Coverage:** Garage keepers Liability may be used to provide the required property coverage for vehicles in the care, custody and control of the vendor. Comprehensive and collision coverage shall be provided on a Direct Primary basis. The minimum limit for the Garage keepers coverage shall be $1,000,000.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

COSTS ASSOCIATED WITH PERFORMANCE AND PAYMENT BONDS ARE NOT REIMBURSABLE OPERATING EXPENSE.

3. **PROPOSAL BOND: ("BOND")**

A. All Offers shall be accompanied by a Proposal Bond in an amount of not less than five percent (5%) of the total Offer. The Proposal Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.

B. The Proposal Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Proposal Bond will be returned to the Offeror. The Proposal Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Proposal Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

4. **PAYMENT BOND:**

A. The payment bond will be in the amount equal to the sum of the first year management fee plus 25% of the first year operating budget proposed by the management company and approved by the City. Only approved reimbursable expenses will be budgeted within fourteen calendar days (14 unless a different period is inserted) after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

5. **PERFORMANCE BOND:**

A. Prior to execution of the contract, Contractor shall deliver to the City, a performance bond, the amount of which shall be equal to the sum of the first year of the management fee plus twenty-five percent (25%) of the first year operating budget for the Parking Facilities and Shuttle Bus System as proposed by the management company and approved by the City (only approved reimbursable expenses will be budgeted). In lieu of a performance bond, Contractor may, at its option, provide, cash or an automatically renewable, for the Term of this Agreement, irrevocable letter of credit drawn on a City-approved bank in the foregoing amount, as a security deposit, to be held by the City as security for the performance of Contractor's obligations under this Agreement. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

6. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 60 months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation
Attn:	Accounts Payable
Address	3600 Spirit of Texas Dr., Suite 411
City, State Zip Code	Austin, Texas 78719

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **LIVING WAGES (applicable to procurements involving the use of labor):**

A. The minimum wage required for any Contractor employee directly assigned to this City Contract is $13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $13.03 per hour. The certification shall include a list of all employees directly assigned to

providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

9. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

10. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Security Badges: Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while on the ABIA premises. The security badge may prohibit access to some restricted areas at ABIA. The Contractor's employees must comply with all security restrictions. Violations may result in the Contractor receiving an FAA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.

B. Airport Security: Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.

C. Background Investigation: An application for each security badge can be obtained from the Airport Security and I.D. Section. A ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The Contractor shall be responsible for the cost thereof ($38.00 per fingerprint check).

D. Badge Fees: Contractor shall provide a $25 refundable fee required for each airport security badge. The fee is refundable upon the return of a Contractor's badge to Airport Security and I.D. Section. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - $50; 2nd replacement - $75; 3rd replacement - $100; etc. Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section.

E. Each employee who receives an airport security badge will be required to attend an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.

11. **AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.**

A. Agreement subject to Title 49 CFR Part 23. This Agreement is subject to the requirements of the U.S. Department of Transportation's Airport Concession Disadvantaged Business Enterprise Program Regulations set forth in Title 49 CFR Part 23 ("Part 23"). Concessionaire agrees (a) that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Part 23; and (b) to include the above statements in any subsequent concession agreement or contract covered by Part 23 that it enters and cause those business to similarly include the statements in further agreements.

12. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

13. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between

the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
   (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
   (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
   (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
   (1) Utilize final Compilation data instead of Preliminary data
   (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 100	
Database Name: Employment Cost Index	
Series ID: CIU201S000300000I (B)	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, Index	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor

Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Jerry Dinse

Jerry.Dinse@austintexas.gov, (512) 530-634

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

SCOPE OF WORK
PARKING OPERATIONS MANAGEMENT SERVICES
SOLICITATION NUMBER: PAX0127

1. PURPOSE

This request for Proposals (RFP) by the City of Austin (City), on behalf of its Department of Aviation (DOA), seeks proposal for Parking Operation Management Services.

This RFP is to solicit proposals from parking management companies who are qualified and experienced in managing and operating major public parking garages, surface lots and transportation services for these public facilities, with separate employee parking and transportation service. The City seeks to enter into a 60-month Parking Management Agreement, with up to two 12-month extension options with a qualified and experienced management company to collect revenue and to staff, operate and manage the parking and busing operations at Austin-Bergstrom International Airport (Airport, ABIA). The agreement will be a management contract, not a concession agreement. Under the management contract, the Successful Proposer (Company) will be paid a fixed annual management fee, and will be reimbursed for the expenses it incurs to operate and manage the parking and shuttle bus facilities at the Airport.

To avoid any possible conflict of interest, the City will not award the Airport Parking Management Contract to any company, which directly, or indirectly, owns, in whole or in part, operates or manages any public parking facility located within a five (5) mile radius of the main Airport terminal. During the term of the Agreement, the Company, or any affiliate, may not acquire, own, in whole or in part, operate or manage any new or additional public parking facilities within a ten (10) mile radius of the main Airport terminal.

Notwithstanding anything in the RFP to the contrary, the City reserves the right to reject any or all Proposals. The City further reserves the right to negotiate all elements of the Proposal.

2. MINIMUM QUALIFICATIONS

The following minimum requirements are the basis for determining the eligibility of the Proposer.

2.1 Proposer shall have demonstrated experience in the operation and management of self-service public parking facilities to include valet and other premium parking services, in additional to management and maintenance of complimentary shuttle fleet, for the last five consecutive years (from at least January 1, 2010 to present). Specifically each such parking operation shall at a minimum:

- be open to the general public 365 days per year, 24 hours a day; and
- be equipped with automated ticket dispensers at entry; and
- be equipped with staffed cashiers' booths; and
- be equipped with computerized traffic and revenue control equipment; and
- at least one of the indicated parking facility operations must have generated an annual gross revenue volume of $20 million or more.

2.2 Within the past five years (from at least January 1, 2010 to present), Proposer exhibit experience of continuous operation and management of a shuttle transportation system.

2.3 Proposer shall have experience in the operation, management and support of a modern automated Parking Revenue Control System (PARCS) as described in this solicitation under Current Parking Control and Management Systems.

3. EXAMINATION OF PROPOSAL DOCUMENTS

3.1 Proposer is responsible for examining with appropriate care the complete RFP and all addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any services. Failure to do so will be at the sole risk of the

Proposer, who is deemed to have included all costs for performance of the Services in its Proposal.

3.2 Proposer shall promptly notify the City in writing should the Proposer find discrepancies, error, ambiguities or omissions in the proposal documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proposers who have obtained the RFP from City.

3.3 City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum

4. BACKGROUND

4.1 About the City of Austin

The City of Austin (City), Texas, is the 11th largest city in the country with continued projected record-breaking growth into the next decade. Topping numerous "Best" lists for business, entertainment, cost of living and quality of life, Austin continues to lead the country with its vision of being the "Most Livable City in the Country." Host to events such as South by Southwest (SXSW) and Formula 1 and home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems, Austin has gained worldwide attention as a hub for education, business, health, and sustainability.

4.2 About Austin-Bergstrom International Airport (Airport)

Austin-Bergstrom International Airport is owned and operated by the City of Austin, through the Department of Aviation (DOA). The Airport is located approximately 8 miles southeast of Austin's business district. The Airport opened on May 23, 1999, and occupies 4,242 acres of land. The Airport is located only 15 minutes from downtown Austin and is approximately 5 miles east of Interstate Highway 35. The Airport main terminal area facilities are accessed via State Highway 71, a four-lane highway with two grade-separated interchanges serving the Airport. Other major roadways leading to the Airport include US 183 and the newly constructed SH130. There are separate entrances for the passenger terminal and air cargo/service uses.

The Airport has two terminals, the Barbara Jordan Terminal and the South Terminal. The South Terminal is separate from the Barbara Jordan terminal, and is ~~being~~ located on the south side of the airport. The South Terminal has two departure gates and one arrival gate, but it is not currently being used. The Barbara Jordan Terminal has 25 gates and is the main passenger terminal for the Airport. Construction to add seven (7) additional gates is planned to begin in 2016. Airlines operating out of the Barbara Jordan Terminal include Southwest Airlines, American Airlines, British Airways, Delta Air Lines, United Airlines, Alaska Airlines, JetBlue Airways, US Airways, Frontier Airlines, Air Canada, Allegiant Air, Virgin America, Texas Sky and Branson Air Express.

The parking facilities that are the subject of this RFP are located near and serve passengers traveling through the Barbara Jordan Terminal. The South Terminal has its own parking facilities, and is not included in the scope of this RFP.

Over ten million passengers flew through the Airport in calendar year 2014, a record number. The Airport is primarily an origination and destination airport, which is to say that the vast majority of passengers either originate or terminate their travel in Austin. There is a minimal amount of connecting traffic at ABIA.

5. CURRENT PARKING FACILITIES, CONTROL SYSTEM, AND OPERATIONS

The Company are managing all parking facilities and parking services directly controlled by the DOA, which shall include all future parking facilities developed by the DOA, or comes under the direct operating control of the DOA. The Airport operates 365 days per year, 24 hours per day.

The Company shall comply with all requirements set forth in the management agreement, Information System DOA policies, procedures, and requirements. Airport Security Plan and associated security directives, as may be amended from time to time.

https://austintexas.gov/department/airport-parking

5.1 Parking services currently provided are:

- Executive Valet,
- Family Friendly Valet,
- Garage/Short Term (G1 and G2),
- Close-in Walking Surface Lot,
- Seven (7) Long Term Surface Lots,
- Employee parking lot, and
- Three (3) remote overflow lots, totaling in excess of 14,100 spaces.

5.2 The Airport offers a Park Perk loyalty program to approximately 10,000 members of its Frequent Parker Program. Park Perk Program

5.3 In 2014, the parking facilities described below generated gross revenues exceeding $34,875,000. Parking Facilities are as follows:

5.3.1 Parking Garages Map:

a. G1 - a three floor structure; with public parking in 2,447 spaces on floors one and two only. It is located north of the Terminal building. Two hundred fourteen (214) parking spaces have been designated for Executive Valet parking on the ground floor, at the east end of the garage.

b. G2 - 758 paved spaces located of the first floor of the newly completed consolidated rental car facility.

c. Lot A - 1021 paved space surface parking lot, north of the parking garage.

d. Lot B - 1,244 paved space surface parking lot, north and west of Lot A.

e. Lot C - 1,532 paved space surface parking lot, east of long-term parking Lot B.

f. Lot D - 1,421 paved space surface parking lot, north of long-term parking Lot B.

g. Lot E - 533 paved space surface parking lot, east of long-term parking Lot D.

h. Lot F - 1,116 paved space surface parking lot, north of long-term parking Lot D.

i. Lot G - 1,422 paved space surface parking lot, east of long-term parking Lot E and north of long-term parking Lot C.

j. Lot H - 449 paved space surface lot, located on Rent Car Lane.

k. Lot I - 583 paved space surface lot, east of the terminal at the end of Hotel Drive.

l. Lot J - 1,474 paved space surface lot, east of Presidential Blvd. on Hotel Dr.

m. Cargo Apron - 879 paved space surface lot, west of Spirit of Texas on Cargo Ave.

n. Other - other garage, surface parking lots or expansion of existing facilities that the City develops on or off the Airport during the term of this agreement to provide parking for Airport patrons and employees.

5.4 The parking rates (Inclusive of 8.25% State and local sales tax) are as follows:

Public Parking	
Garage (G1 and G2)	$3 per hour; $23 per day maximum
Close-in Lot	$3 per hour; $11 per day maximum
Long Term Lots	$3 per hour, $7 per day maximum
Executive Valet	$27 per day maximum
Family Friendly Valet	$18 per day maximum
Employee Parking	
Airport Employee Fee	$20 per month
Flight Crew Members	$50 per month

5.5 Parking Data: For the calendar year ending December 2014, the following data represents the number of revenue transactions for ABIA.

Garage	681,645
Lot A	143,213
Long Term	475,138
Executive Valet	12,729
Family Friendly Valet	22,560

5.6 Operations: The Company shall~~is~~:

5.6.1 Monitor all parking facility entrance and exit gates.

5.6.2 Administer DOA's employee-parking permits per the Airport requirement (to be provided to the Company after contract award).

5.6.3 Collect parking fees from customers using the Airport public and employee parking facilities, and remit such fees to the DOA.

5.6.4 Manage the frequent parker program (ParkPerks or other/additional parking incentive program) customer accounts.

5.6.5 Monitor and manage traffic within the parking facilities.

5.6.6 Manage and operate full service valet parking operation.

5.6.7 Conduct nightly inventory of all vehicles parked in the public parking facilities and maintain the accuracy of the license plate inventory in the license plate inventory system.

5.6.8 Arrange for the removal of abandoned or illegally parked motor vehicles in accordance with Texas Transportation code governing the disposal of

abandoned vehicle by a parking operator.
http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN.683.htm

5.6.9 Provide custodial services to clean and maintain the Parking Facilities, including trash removal, and routine cleaning of the interior spaces of the garage, plazas, exit booths, and all space allocated to the Company.

5.6.10 Develop and implement a comprehensive City approved training program for all Company personnel at the Airport.

5.6.11 Assist the DOA in revising and updating Airport Parking Procedures Manual, Business Continuity Plan, and Incident Response Plan.

5.6.12 Maintain staffing levels sufficient for operations per Scope of Work requirements. Current staffing levels are:

- 25 to 27 cashiers, eight-hour shifts daily, distributed between the north and south toll plazas; and
- average of 13 customer service/maintenance personnel per day; and
- average of 6 inventory attendants nightly; and
- average of 42 to 45 shuttle bus drivers per day; and
- average of 3 shuttle dispatchers per day; and
- average of 9 flaggers, Monday thru Friday; and
- shift supervisory and assistant shift supervisors coverage for each shift and function per day; and
- average 19 valet attendants per day.
- Management/office personnel consisting of one clerk, one receptionist, one accountant, one accountant assistant, one Human Resources representative, two Assistant General Managers and one General Manager.

5.6.13 ~~Company r~~Remove from the parking payroll and operation any employee who violates Applicable Law, Airport rules and regulation or Procedures Manual, possesses~~process~~ alcohol, illegal drugs or firearms, is under the influence of alcohol or illegal drugs, or whose behavior is the subject of multiple verified Customer complaints, or whose actions in the opinion of the City, are detrimental to the public interest at the Airport.

5.7 Customer Claims, Comments, and Complaints

5.7.1 Company handle and provide written summary report to the Director or designee all customer comments and complaints.

5.7.2 Company report all claims made for loss or damage to vehicles or other property in connection with the operation of Parking Facilities within one business day after receipt.

5.7.3 If a customer experience a problem with the service provided by Company's agents or employees, Company is responsible for issuing any refunds due to the Customer. Refunds under this section are not a reimbursable expense unless expressly authorized ty the Director or designee.

5.7.4 Company deliver a written summary of each complaint received orally, and a copy of any written complain to the DOA within twenty-four (24) hours of receipt.

5.8 Procurement

5.8.1 Company will comply with all Applicable Law governing City procurements. All procurements over $50,000 must be solicited through competitive sealed bids

5.8.2 The cost of goods, services, and equipment procured by the Company under this section, are passed through to the City without markup, except for Company's actual costs incurred in the procurement as authorized in advance by DOA Director or designee.

5.8.3 The Company sell or dispose of surplus Parking Facility goods, equipment, and vehicles per writing request from DOA Director or designee. All proceeds of sale are property of the City and are remitted by Company to the City.

5.8.4 All goods, services or equipment purchased by Company for which the City reimburses become property of the City immediately upon reimbursement.

5.9 Marketing

5.9.1 Provide to DOA Director for approval a specific Parking Products Marketing Plan (Plan), with approximate budgets, aimed at marketing the Airport On-Site Parking Products. The Plan is to be updated annually. At minimum, the Plan includes the following information:

- Product or event description
- Marketing objectives
- Market research data
- Target audience(s
- Specify campaigns for each parking product
- Listing of campaign elements, such as ads, print pieces, E-marketing, TV commercial, and banner
- Customer feedback process to routinely gauge the effectiveness of parking products/services.
- Deliverables and the timeline for submission to the Director
- Budget
- Evaluation methodology

5.9.2 Design Standards. Company observe and comply with the Airport identity.

5.9.3 The Company shall provide a monthly Marketing Services Budget not less than 45, nor more than 90 days prior to each campaign kickoff.

5.9.4 DOA Director have the final approval on all marketing campaign.

5.10 Revenue, Collections, and Control

5.10.1 Operate, support, and manage the revenue control system as directed by the DOA, including providing assistance with system maintenance, trouble shooting, and implementation of system upgrades.

5.10.2 Maintain a system of internal controls over all parking revenue, expenses, special collections, refunds, etc., to include, but not limited to, segregation of duties, management review and oversight, written policies and procedures for this location, and appropriate staffing.

5.11 Financial and Accounting Procedures and Control

5.11.1 Perform internal quarterly audits and procure external annual audits as specified in the management agreement

5.11.2 Perform accounting and on-site auditing for all parking revenues and accounts.

5.11.3 Subject to the Airport approval, procure and pay for credit card processing and settlement agreements.

5.11.4 Responsible for ensuring compliance with Payment Card Industry (PCI) standards currently in effect and any revisions of the standards implemented in the future.

5.11.5 Provide continuous on-site management of employees and daily self-audit of revenue control.

5.11.6 Provide services for the collection and depositing of parking revenue to the City's account (Brinks Compusafe or similar service acceptable to the City).

5.11.7 Maintain all books, records, and original documentation (e.g., used tickets) for a minimum of three (3) years or as specified in the management agreement.

5.11.8 Prepare and submit to DOA annual operating budgets Parking Facility inclusive of Executive Valet and Family Friendly Valet, Parking Shuttle Bus operations, and Terminal Apron Passenger Transfer operation.

5.12 The Airport Parking Automated Revenue Control and Management System (PARCS) is currently an Amano McGann system.

5.12.1 PARCS is an on-line real-time parking management system designed specifically to accommodate the parking demands of the Airport parking environment. PARCS incorporates microprocessor technology, allowing the system to operate in a true multi-tasking, multi-user operating system. The hardware and software provides an on-line and off-line type of independent equipment operation.

5.12.2 PARCS is a fully-integrated facility management system capable of seamlessly addressing access, revenue, count and monitoring statistics, valet system, alarm monitoring, license plate inventory (LPI), frequent parker program, debit access, and remote control capabilities. Statistical and financial data is available in a multi-tasking, multi-user Windows 7 operating system that provides information and reports from the system's central computer management system.

5.12.3 PARCS incorporates eleven entry lanes, four lanes to the garage, three lanes to Lot A, and four lanes accessing long-term parking.

5.12.4 The Airport has two exit toll plazas: the south plaza serving the garage and the north plaza serving Lot A and long-term parking. The north plaza has five exit lanes, two of which are automated lanes. Each entry lane and the automated lanes are equipped to process credit card in and credit out transactions in addition to ticket in/credit card out and Airport's frequent parker program media. The newly constructed south plaza will incorporate eleven exit lanes, five of which are automated lanes.

5.12.5 Amano McGanne is a credit-card-on-file system requiring Payment Card Industry (PCI) compliance, which is being monitored through a third party consolidated security scanning service.

5.12.6 The Company is responsible for providing service and support to the Amano McGann System equipment as necessary in the normal course of business to include:

- Replacement of gate arms,
- Loading tickets in dispensers,
- Clearing ticket jams,
- Clearing jams in card readers and point of sale equipment, and
- Promptly report in writing any damage to the Amano McGann System equipment to the City Contract Manager.

The equipment provider performs the actual maintenance and repair of the equipment under a separate agreement with the City.

5.13 Reports

Company shall provide a written monthly report to the DOA by the 20th of each calendar month with projected cost of maintaining and operating the Parking Facilities and Shuttle Bus System for the following month.

Monthly report also include, but are not limited to, revenue control system reports, cashier reports, daily cash reports, monthly operating statements, incident reports, staffing schedules, Airport operating procedures directives, and parking marketing program progress reports in the form and format agreed to by the City.

5.14 Bus Operations

5.14.1 Shuttle Bus Operation

Company shall:

a. Operate, maintain and repair shuttle bus fleet.

b. Operate parking shuttle buses to transport patrons and employees to and from the parking facilities and the Terminal building, including assisting the customer with their luggage during loading and unloading of the shuttles.

c. Operate parking shuttles buses or COBUS's to transport patrons or employees as directed by DOA during special events or in response to airport emergencies.

d. Operate parking shuttles buses or COBUS's to transfer airline passengers to and from aircraft operating at Austin Bergstrom International Airport without gate assignments.

e. Operate parking shuttles buses to transfer airline passengers between ABIA's main terminal building and remotely located secondary facilities as directed by the DOA.

f. Install, maintain and support a global positioning system (GPS), or similar type cellular based system, used to monitor and track the movement and location of each shuttle or bus in the fleet. Data regarding the movement and location of each shuttle shall be "real-time" and displayed in the shuttle-dispatching center.

In addition to transporting parking customers from the parking lots to the Terminal, the Company ~~is~~ shall provide~~providing~~ shuttle bus services between

any points on the Airport for any purpose identified by the Airport Director or designee.

5.14.2 Terminal Apron Passenger Transfer

The Company is operating and managing the terminal apron transfer of passengers to and from aircraft operating from the hardstand such as a terminal apron.

5.14.3 Shuttle Bus Fleet currently consists of the following:

Vehicle Type	Vehicle Type	Vehicle Type	Year	Passenger Count
CHEVROLET	4500	w4500 NE104 2DR Chassis-Cab	2007	18
CHEVROLET	4500	w4500 NE104 2DR Chassis-Cab	2007	18
CHEVROLET	4500	w4500 NE104 2DR Chassis-Cab	2007	18
CHEVROLET	4500	w4500 NE104 2DR Chassis-Cab	2007	18
Ford	E-550	Champion Defender	2012	25
Ford	E-550	Champion Defender	2012	25
Ford	E-550	Champion Defender	2011	25
Ford	E-550	Champion Defender	2012	ADA-20
Ford	E-550	Champion Defender	2012	ADA-20
Ford	E-550	Champion Defender	2012	25
Ford	E-450	Champion Challenger	2011	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2011	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14
Ford	E-450	Champion Challenger	2012	14

5.14.4 The Terminal Apron Passenger Transfer vehicles consist of two (2) COBUS 3000 buses, each having a maximum standing capacity of 112 passengers.

5.14.5 The DOA purchased and owns parking shuttle buses and the COBUS buses. The Company shall manage, operate, maintain, and repair the bus fleet as a reimbursable expense.

5.14.6 In keeping with Austin's commitment to clean air, all buses are alternatively fueled vehicles. The shuttle bus fleet is powered by propane or compressed natural gas (CNG) fuel. The COBUS's operate on diesel fuel. The City is providing fuel from the City owned propane-fueling station or CNG fueling station located on the Airport. The Company is responsible for transporting the diesel fuel to the COBUS to refuel by approved methods as described by State of Texas Regulations for the Transportation of Fuel. http://www.rrc.state.tx.us/alternative-fuels/safety-licensing-training-and-certification/liquefied-petroleum-gas-propane/lpg-rules/

5.14.7 The Company shall assist~~assisting~~ the DOA in procuring new or replacement shuttle buses, and in disposing of used or obsolete shuttle buses. Assistance in procurement may include recommending size, type and other specifications of shuttle buses, identifying potential vendors, assisting in the drafting of a solicitation to acquire shuttle buses, and assisting in the evaluation of bids or proposals.

6. MANAGEMENT COMPANY RESPONSIBILITY (SCOPE OF WORK)

6.1 Services provided by the Company shall improve upon the City's Current Parking Operations Management Services Program (Section 5.0)

6.2 The Company shall employ, train and manage personnel to operate the ABIA public parking operations, employee parking facilities and in the transportation fleet vehicles. ABIA open 365 days per year, 24 hours per day.

6.3 The C~~c~~ompany shall procure, operate, maintain and repair a minimum of five (5) customer service and maintenance vehicles, two of which shall be full size pickup trucks and two of which shall be vans equipped with wheelchair lifts, capable of transporting disabled patrons and employees between the parking facilities and the Terminal building. Services to be provided shall include, but not be limited to:

- Lost vehicle location assistance
- Complimentary jump start for "dead" vehicles
- Complimentary tire inflation
- Emergency fuel for disabled/stranded vehicles (in parking area) and/or transport to fuel station

6.4 The company shall participate in and actively support the City's processes for improving the quality of parking services provided to the public that shall include, but not be limited to:

- Participation in various work groups.
- Implementation of new services or parking products.

6.5 The company shall initiate ~~Initiation of~~ recommendations for improving the DOA current practices.

6.6 **Uniform Requirements**

6.6.1 The Company shall provide uniforms for all personnel. The DOA will approves style, color, and dress code standards. Uniform requirements may include the golf

shirt style, or the soft-look blazer style depending on location and position requirements. Weather conditions shall be considered in uniform selection

6.6.2 The Company's personnel shall wear a visible picture ID with the employee and company names on the ID when working at any City location.

6.6.3 The DOA will not accept Company's personnel for duty that are improperly attired. Improper attire includes, but is not limited to the wearing of an article of clothing that is not a recognized portion of the uniform issued by the Company. Uniforms shall be cleaned and properly fitted to maintain professional appearance

6.7 **Certifications and Audit**

6.7.1 Within ninety (90) days after the close of each Contract Year, the Company shall provide to the City an annual Certification of Revenues and Expenses prepared by an independent Certified Public Accountant licensed to practice in the State of Texas.

6.7.2 The Company shall perform and submit to the City quarterly audits of the Company's accounting and operational procedures under the contract and shall submit the results to the City. These audits shall be performed by an internal auditor from the Company's home office and shall include on-site reviews by the corporate personnel for each quarterly audit. The internal audits shall be conducted on a surprise (unannounced) basis (i.e., not scheduled in advance with on-site company personnel).

6.7.3 Within ninety (90) days after the close of each Contract Year, the Company shall obtain and provide to the City a Service Auditor's Report on Controls Placed in Operation at a Service Organization and Tests of Operating Effectiveness for Company's operations at the Airport prepared by by an independent Certified Public Accountant licensed to practice in the State of Texas.

6.8 **Personnel**

6.8.1 Staffing requirements during the Agreement term may increase or decrease in proportion to traffic levels. Additionally, staffing requirements will change as conditions change or new operating areas are opened and the Company shall increase or decrease staffing as directed by the City.

6.8.2 The Company shall provide a minimum of two Single Point of Contact (SPOCs) available by cell phone, pager, and email 24 hours per day, 365 days per year. The SPOCs assigned to this contract shall have full decision-making authority under this contract. The SPOCs shall have a 30-minute phone response and a one (1) hour or less arrival response to the job site or facility as specified by the City.

6.9 **Submittal of Revenue to the City**

The Company shall deposit all revenue into the City's account daily, or Mondays after weekends, or the next business day following holiday collections, as applicable. The parking operation currently employs the use of the Brinks Compusafe system with daily pickup, including City holidays. The Company shall work with Brinks (or successor) to continue this service.

6.10 **Credit Cards**

The Company shall accept at a minimum MasterCard, Visa, Discover and American Express. The Company shall provide credit card processing services as part of this management agreement. The cost of such credit card processing services is a reimbursable expense.

6.11 **PCI/DSS Compliance**

The Company shall comply with the Payment Card Industry Data Security Standards (PCI/DSS) requirements, as amended from time to time, that process or store payment card data. Additionally, the Company shall adhere to and abide by the security measures and procedures established by City including, but not limited to, compliance with the PCI/DSS requirements and all Applicable Laws pertaining to information security. The Company shall establish and maintain safeguards against the unauthorized use, destruction, loss, or alteration of Airport data or third party data that Company may gain access to or be in possession of in the performance of their services ("Information Security Plan"). The Company shall not attempt to access, and shall not allow its personnel access to, Airport data or third party data that is not required for the performance of the services by such personnel. The Company shall make its Information Security Plan available to the City upon request.

Breach or Potential Breach:

In the event the Company or Company's subcontractor(s) (if any) discovers or is notified of a breach or potential breach of security relating to Airport data or third party data, the Company shall immediately: (1) notify Airport of such breach or potential breach; (2) if the applicable Airport data or third party data was in the possession of Company at the time of such breach or potential breach, Company shall investigate and cure the breach or potential breach; and (3) make all information related to the breach or potential breach, including but not limited to, Company's response plan available to the City.

6.11.1 The PARCS System incorporates a credit card on file system requiring Payment Card Industry (PCI) compliance. Company shall be responsible for ensuring compliance with PCI standards currently in effect and any revisions of the standards implemented in the future by maintaining the existing software/service or providing software upgrades or updates to ensure compliance as deemed acceptable to the City.

6.11.2 Company shall provide evidence of its compliance with PCI/DSS to the City (ABIA/COA/DOA) on an annual basis, pertaining to Company's service provider role in the Airport Revenue Control System (RCS) and/or the Airport parking management solution.

6.11.3 Company shall provide supporting documents as the City may from time to time request, including, but not limited to, specific documents that are required by PCI/DSS pertaining to Company's service provider role.

6.11.4 Company shall ensure that the Revenue Control System (RCS) provided to City (ABIA/COA/DOA) is certified as Payment Application Data Security Standards (PA DSS) compliant, currently and ongoing as PA DSS standards change. (or proposer must provide evidence that any RCS solutions provided are PA DSS compliant currently and ongoing as those standards change.)

6.11.5 Company acknowledges responsibility for the security of cardholder data the Company possesses or otherwise stores, processes, transmits or have access to, on behalf of City (ABIA/COA/DOA), or to the extent that Company could impact the security of the Airport parking cardholder data environment. (from PCI DSS 3.1 requirement 12.9)

6.11.6 If Company is granted remote access to City (Airport) premises (for example, for support of PARC systems or servers), Company must use a unique authentication credential (such as a password/phrase) for ABIA. (from PCI DSS 3.1 requirement 8.5.1)

PCI Compliance is the responsibility of the Company for the Parking Management Contract. The Company shall implement the necessary policies, procedures and technologies to achieve PCI DSS (Payment Card Industry Data Security Standards) compliance. These responsibilities include:

- Meeting the current requirements of the PCI DSS and any future revision.
- Requiring by contract that engaged third parties meet all PCI security standards.
- Working with Independent Scan Vendor.
- Protecting confidential data.

For more information about PCI, prospective proposers should consult the PCI website: https://www.pcisecuritystandards.org/

7. CITY'S RESPONSIBILITY

7.1 Responsible for maintaining and repairing the parking garage, including the elevators, surface lots, all revenue control equipment, signs, and tollbooths.

7.2 Provide office space in the Parking Administration Building for the Company's use in managing the Parking Facilities and Shuttle Bus System. Additionally, approximately 1,000 square feet of office space shall be set aside at each exit plaza for the Company's exclusive use.

7.3 Provide the Company's employees with parking spaces in or around the Parking Administration Building and supervisory tollbooth offices or in another area designated by ABIA.

7.4 Provide fuel for the Parking shuttle fleet, COBUS's and the Customer Service Vehicles through either a City owned fueling station or CNG fueling station located on the Airport.

7.5 Provide the following utilities to the Parking Facilities and the Premises at the City's expense:

- electricity
- water
- sewer facilities
- basic local telephone service/cabling (dial tone) and one telephone instrument per full time equivalent, excluding cashiers, drivers and attendants.

7.6 The City will appoint a Contract Manager to be the primary contact for the Company.

8. COMPENSATION

8.1 Management Fee. The City will pay the Company a fixed management fee to compensate for services under the Management Agreement.

The Management Fee shall cover:

- The Company's profit;
- Corporate operating expenses

- Administrative expenses and overhead
- Other expenses incurred in the parking or bus operations that are not reimbursable under this contract (item 8.4)

8.2 Annual Incentive Fee. To encourage the Company to strive for superior performance under this Agreement, the Company shall be entitled to receive, as additional compensation, an annual Incentive Fee. The maximum amount of the Incentive Fee for any Contract Year shall not exceed ten percent (10%) of the fixed Management Fee for such Contract Year. The Incentive Fee will be calculated at the end of each contract year based on a 100 point scale. If 100 points are awarded, the maximum incentive will be paid. If less than 100 points are awarded, the incentive fee shall be reduced proportionately.

8.2.1 The City and the Company shall meet annually no later than the 90th day before the end of each Contract Year to determine the performance measures and associated point value of each for the following Contract Year. The performance measures and their respective point values shall be in writing.

8.3 Reimbursable Expenses. Subject to all of the terms and conditions of the Contract, the City shall reimburse the Company for certain costs and expenses actually incurred and paid in the management and operation of the Parking Facilities and busing operation, up to the amount of the applicable Operating Budget. Reimbursable Expenses shall include, but are not limited to:

8.3.1 The cost of employee benefits including FICA and State Unemployment, Federal Unemployment, 401-K expenses, retirement benefits, health, dental and life insurance, and worker's compensation insurance incurred and paid by Company on behalf of employees employed by Company at the Airport only

8.3.2 Maintenance and repair costs for cash registers, cahier booths and cashier stools. The Company supply all ticket stock required to operate the Parking Facilities.

8.3.3 The cost of all Revenue Control Equipment operating supplies such as journal tapes, ribbons, revenue control forms, computer printouts of license plate inventories and other similar supplies.

8.3.4 Office supply cost, including the cost of coper supplies and postage.

8.3.5 The cost of cones, flags, flashlights, office janitorial supplies, stools for cashier booths, nameplates for cashier booths, and the cost of forms and printing.

8.3.6 Cost of employee uniforms.

8.3.7 Costs to operate, maintain, and repair shuttle bus fleet, including fuel (should the City's fuel facility be out of service).

8.3.8 The cost of third party Armored car service.

8.3.9 Credit card processing fees.

8.3.10 The cost of marketing expenses under Marketing Plans approved by the Director, including the cost of media purchases (less rebates or discounts), market research, printing, logo licensing, promotional items, and production.

8.3.11 Costs of necessary operating licenses and permits, pre-employment tests, criminal history checks, and local personnel recruiting costs.

8.3.12 Costs of external audits required by the contract.

8.3.13 Cost of data or internet service and local phone service

8.3.14 Certain non-budgeted costs and expenses actually incurred and paid by the Company in the management and operation of the Parking Facilities with the prior written approval of the Airport Director or designee.

8.4 Non-Reimbursable Expenses. Non-Reimbursable Expenses shall include, but are not limited to:

8.4.1 Salaries, costs and expenses of non-resident or corporate office legal, internal audit, administrative, bookkeeping, and executive personnel of Company.

8.4.2 Home office travel and accommodations, home office and local entertainment and off-site general office expenses.

8.4.3 Costs or expenses of legal representation or of union negotiations and administration.

8.4.4 Cost of obtaining and maintaining a cashier change fund, including financing costs.

8.4.5 Cost of acquisition of any long distance telephone service.

8.4.6 Cost of the Bonds or Letter of Credit, which the Company is required to obtain.

8.4.7 Cost of the insurance the company is required to provide except for worker's compensation insurance.

8.4.8 Cost to acquire, operate and maintain the Company's service vehicles and jump start units.

8.4.9 Cost to acquire, operate, maintain or repair the Company's office equipment, furniture and computers.

8.4.10 Cost (including travel expenses) of meetings between executive level representatives of Company and City management staff.

8.4.11 Cost of providing secondary procedural audits and other internal audits and on-site audits performed by corporate personnel of the Company.

8.5 Liquidated Damages. Certain violations of the Contract will subject the management company to liquidated damages. Such violations shall include, but are not limited to, the following:

8.5.1 Lost and unaccounted for tickets;

Unaccounted for Tickets as a Percentage of tickets issued	Charge per tickets (in range)
Less than or equal to 0.2%	No Damages
0.2% to 0.4%	$5.00
0.4% to 0.6%	$10.00
0.6% to 1.0%	$15.00
More than 1.0%	$25.00

8.5.2 Failure to submit timely Reports and Deliverables-$100 per day;

8.5.3 Violations of Procedures Manual-$100 per Notice of Violation; and

8.5.4 Failure to Comply with Staffing Schedule-$100 per shift for unreasonably failing to provide an employee for each scheduled shift in accordance with the Staffing Schedule.

9. **SALES TAX**

Parking fees at ABIA include the current 8.25% State and local sales tax, which will be remitted to the State Comptroller's Office by the City.

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: PAX0127

1. **PROPOSAL FORMAT**

All proposals should be submitted in the following format.

Submit one (1) double-sided original, and eleven (11) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original." The one (1) original must include the original signature of the person authorized to sign on behalf of the Proposer.

Proposals shall be organized in the following format and information sequences. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500- Scope of Work and any additional information you deem necessary to evaluate your Proposal.

A. **City of Austin Purchasing Documents:**

Complete and submit the following documents:

1. Offer and Award Sheet
2. Section 0605- Local Business Presence Identification Form
3. Section 0700 – Reference Sheets
4. Section 0835 – Non-Resident Bidder Provisions
5. Section 0900 -

B. **Authorized Negotiator** - Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

C. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

Home Office Support/Relationship. Describe the proposed support activities to be provided by the home office and the general reporting and operation relationship between local and home office management.

D. **Operation Plan**:

1. **Describe in detail the Proposal's proposed operating procedures for:**

1.1 Public parking operations
   a. Facility operations;
   b. Cashiering operations; and
   c. Vehicle inventory

1.2 Employee parking operations
   a. Facility operations; and
   b. Billing and issuing of access control
   c. Communication Plan.

1.3 Valet Parking operations

a. Facility operations;
b. Customer transactions;
c. Vehicle inventory;
d. Staffing plan;
e. Proposed strategy to maximize net profits; and
f. Describe plan to track and minimize claims.

1.4 Shuttle operations
a. Fleet management;
b. Shuttle bus dispatching;
c. Shuttle bus tracking, frequency compliance measures; and
d. Rider count.

2. **Revenue, Collections, and Control**

2.1 Provide a detailed description of the Proposer's plan for collecting and accounting for parking revenues. This shall include the personnel involved in the collection, accounting, auditing, and deposit of revenues; proposed handling of daily and monthly reconciliation reports; procedures for handling of cash, lost tickets, and non -revenue transactions, cashier shift changes, and other revenue related procedures. Address measures designed to prevent employee and customer theft of revenue under a License Plate Inventory/Recognition (LPI/LPR) system.

2.2 The Proposer shall demonstrate in its proposal its capability of operating the revenue control system and knowledge of operating procedures. In addition, the Proposer shall specifically address:

a. Cashier banks – describe opening, closing and shift changes in regards to cashier's banks;
b. Monitoring of cash accumulation in cashier booths and express pay stations; and
c. Auditing plan and procedures

3. **Financial and Accounting Procedures and Controls.** Describe proposed internal reporting, budgeting, accounting, and auditing procedures. Include procedures, reviewing frequencies, positions involved, internal and external report forms, and data collection and storage procedures. Describe the controls around the collection of cash and how the Proposer will handle cash collection. Describe your understanding and your experience in the use of the Brinks CompuSafe System or a similar system.

4. **Inventory Control.** Describe proposed methods of vehicle inventory management and control.

5. **Facility Security.** Describe recommended security procedures and safeguards to be followed in the operations.

6. **Emergency Procedures**. Describe proposed emergency procedures for, at a minimum, the instances listed below. Procedures should include steps for City notification:

a. Automobile and personal injury accidents;
b. Robbery and theft;
c. Fuel spills;
d. Fire;
e. Power failure;
f. Customer delays in exiting; and

g. Revenue Control System failure.

7. **Reports**. Submit a sample of your most recent operating reports issued to the comparable Airport in the current year including a brief description of each report. Explain procedures for reconciliation and adjustments. (Section 0500, Scope of Work, Item 5.13)

8. **Vehicle Maintenance Procedures**. Provide a detailed description of proposed bus preventive maintenance schedules and corresponding staffing for all shuttle bus facilities and equipment maintenance. This shall include, at a minimum:

   a. Vehicle preventive maintenance and repair services procedures; and

   b. Vehicle interior and exterior cleaning. Water recovery is required and process on-site must be reviewed by DOA environmental office.

   c. Maintenance reports and related statistics: vehicle maintenance and performance data to be reported, how frequently these reports are compiled, and the forms to be maintained for maintenance records.

9. **Recommended Changes, Improvements, and Innovations.** The Proposer shall suggest innovations or changes to the current operation as describe in Section 0500, Scope of Work, Item 5.0, Current Parking Facilities, Control System, and Operations. This may include any aspect, such as operating procedures, Facilities, revenue control systems, equipment, valet, security services, and shuttle bus operations. Any such recommended change, improvement, and/or innovation should be reflected in the proposed Operating Budget, and noted as a recommendation.

10. **Transition Plan.** Each Proposer shall submit a detail transition plan describing its proposed methodology for its start-up of operations. The Proposer shall provide a detailed schedule with its key milestones and dates each milestone shall be complete. Show the time required for hiring and training of employees, coordination with uniforms, keys, Airport familiarization, etc.

E. **Industry Experience and Qualifications.**

1. Proposal shall demonstrate capability of operating a revenue control system similar or equal to the Parking Revenue Control System, manufactured by Amano McGann, presently in use at the Airport.

2. The Proposer shall describe their understanding of Payment Card Industry (PCI) compliance and how you are planning to ensure compliance with PCI standards and any future revision of the standard by arranging to continue the existing data security service or provide for a similar service acceptable to the City.

3. The Proposer shall specifically demonstrate its experience at other airport locations, describing experience managing and maintaining similar facilities, collecting and processing high volume cash transactions, and providing significant service and contact with the public.

4. The Proposer shall clearly state how the duration and extent of the Proposer's experience and qualifications in the parking and shuttle business qualify the Proposer to operate a business the size and magnitude of the Agreement to be awarded.

5. The Proposer shall identify all Airport locations which it currently operates or at which it has operated parking and/or shuttle bus operations for the most recent five (5) years.

6. Provide the (i) name and current telephone number of a reference for each facility; (ii) the dates of the beginning and the end of the Term; (iii) a description of the service and scope of operations provided at each location along with size of parking areas, shuttle service routes, volume of shuttle passengers, and number of shuttles and vehicles; (iv) gross revenues and expenses of the most current operating budget; (v) type of agreement, e.g., management or concession; and (vi) the type of revenue equipment in operation. The aforementioned entities may be contacted by the City to obtain information regarding the Proposer's operation and performance, including, but not limited to, the effectiveness and quality of operation, customer complaint record, financial status, timeliness of deposits and payments, and overall satisfaction with performance.

F. **Operation, Management, and Personnel Plan**

1. The Proposer shall demonstrate its proposed management and other staff personnel are fully capable and qualified to handle the duties and responsibilities of an operation of the size and complexity of the parking, valet, and shuttle buses at the Airport Include any valet parking and other parking management, maintenance and shuttle bus experience at airports or other locations within the past ten (10) years.

2. Provide the name, address, and a complete resume of the qualifications and experience of the Proposer's proposed General Manager (GM) along with his/her relevant experience, and scope of responsibility. The proposed GM shall have a minimum of five (5) years of management experience with three (3) years at an airport operation. The GM shall also be interviewed by City prior to the execution of the Agreement to be awarded.

3. Describe the management policies and practices that the Proposer would incorporate in the operation of all parking facilities, including but not limited to shuttle operations, valet, and security at the Airport. Describe the management individual(s) who will be the point of contact for coordination with the City.

4. Submit a detailed organizational chart for the proposed Airport operation showing the various positions and City relative to the Proposer's overall parent and/or subcontractor's organization.

5. Submit a chart of the Proposer and its corporate relationships, including any parent, subsidiary, and related entities.

6. Submit staffing charts and tables showing the proposed schedule and number of management and non-supervisory personnel to manage and operate 24 hours a day, seven days a week, including provisions for peak periods. Schedules for all parking and shuttle operation employees, inclusive of valet, and fleet maintenance operations/service coverage should match demand and activity patterns. This information shall clearly identify staffing levels by job classification and location, by full and part-time positions by shift, and should indicate the total number and positions of personnel on-site for all shifts proposed.

7. Proposer shall include an explanation of how it will provide for backup staffing, handle employee breaks, and manage shift changes. The Proposer must demonstrate that Facilities will be adequately staffed to provide high quality service to the traveling public.

8. Provide position descriptions for each position in the organizational chart describing the scope of duties and responsibilities, normal working hours, reporting and supervisory responsibilities, and number of staff within this position.

9. Submit the following:

a. Listing of the proposed salary ranges for management and non-management job classifications;
b. Comprehensive description of the Proposer's policies on recruiting, compensation and benefits, employee incentive programs and expected costs and benefits, bonuses, disciplinary procedures and dismissal, and employee retention and development.

G. **Training Plan**

1. Describe in detail the proposed Customer Service Plan and examples of Proposer's successful implementation of the same or similar plan(s).

2. Describe at least one (1) customer service program Proposer has initiated within the past five (5) years, that has received positive feedback from customers and provide a sample copy of the survey results supporting the program's success.

3. Describe in detail the type and duration of proposed training for all positions and how such training is designed to enhance customer satisfaction.

4. Describe in detail your plan to provide training to enhance all employees' job performance and career development.

5. Describe proposed management and employee training pertaining to customer service including employee training for handling customers and training to assist patrons who are not familiar with the Airport or cannot locate their vehicle.

6. Provide a description of the Proposer's approach to ensure consistent customer service for all parking customers.

H. **Marketing Plan:**

1. The marketing plan's objectives and strategies should focus on the following:

1.1 Specific activities to foster customer satisfaction, establish customer loyalty, and attract new customers.

1.2 Implementing and sustaining a strategy with specific endeavors to effectively reach and impact our target market.

1.3 Advertising in various media <u>including non-traditional media and venues</u> not used by off-site competitors.

1.4 Creating promotional activities within the community untapped by off-site airport parking operators.

1.5 Establishing and mending rapport/partnerships with major local businesses.

1.6 Customer feedback process to routinely gauge the effectiveness of parking products/services.

1.7 Performance milestones for implementing specific marketing activities.

2. The marketing plan should be executed by using the following tactical elements:

2.1 Advertising

2.2 Sales promotions (short term incentives to encourage the use of on-airport parking, i.e. coupons, contests, etc.)

2.3 Public relations

2.4 Direct marketing

I. **Operating Budget:** Proposer shall submit a proposed Operating Budget for the period beginning on October 1, 2016 and ending on September 30, 2017, which shall detail projected Reimbursable Budgeted Expenses and projected net revenues to the City based upon the operational and maintenance requirements, Management Fee, proposed staffing, and proposed benefits, based on the Proposer's own trade experience and working knowledge of the parking and shuttle bus operation. The proposed Operating Budgets shall be presented in the format shown in Exhibit 1, and shall detail significant cost items, consistent with the Proposer's industry experience and operating plan, which includes permitted subcontracting services (i.e. security, valet services, etc). Explain in detail any creative cost savings or management programs that your company would recommend and implement in the first Contract Year.

J. **Management Fee** – Proposer shall submit with its Proposal a Management Fee offer on the form contained in **Exhibit 2** (Scope of Work, item 8.1)

Prices shall be stated in United States dollars and shall include all items necessary to provide the specific services needed to manage parking operations at the Airport as proposed. A list if those items will be provided in the Scope of Services. The DOA will not accept charges for any other costs or fees not listed in the Scope of Services or otherwise agreed to by both parties.

K. **Annual Incentive Fee -** A Proposer shall propose an incentive fee, which may be earned by meeting specified performance measures. The incentive fee program shall be designed to reward exceptional performance, not mere compliance with contract requirements or routine performance of the Company's duties. Acceptability and awarding of the proposed incentive fee is at the sole discretion of the City. An incentive fee shall not be based on net revenue, or any other measure of income less expenses. Fifty percent of any monies awarded based on the Company having earned an incentive shall be distributed to the employees of the company. If a proposer wishes to propose an incentive fee, the Proposal shall specify all material terms and conditions of the proposed incentive fee program, including (Scope of Work, item 8.2)

1. Proposed performance measures
2. Annual targets for each measure,
3. Measurement methodology and frequency, and
4. Amount of the incentive fee allocated to each measure.
   An annual incentive fee shall not exceed 10% of the applicable annual base management fee for each contract year.

L. **Financial Requirements –** It is necessary for the City to evaluate, verify, and understand the Proposer's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proposer shall provide accurate and legible financial disclosures to the City as requested below.

In a separate sealed envelope in the same RFP package submitted, proposers shall submit a complete set of independently audited financial statements for the last two years, including:

- detailed balance sheets, income statements, and statements of cash flow
- an independent auditor's opinion letter

- descriptive notes on the financial statements

The financial review will be pass/fail. Any respondent who does not pass the financial review or fails to provide the information for the financial review shall be grounds for rejection and will not be eligible for award of the contract.

M. **Exceptions**-Be advised that exceptions to any portion of this Solicitation including City of Austin contract terms and conditions may jeopardize acceptance of this Proposal.

The Proposer must clearly indicate each exception taken and indicate the alternative language. The failure to identify exceptions or proposal changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as set forth by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called out in this Solicitation.

2. ADDITIONAL PROPOSAL TERMS

2.1 Local Business Presence - The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

2.2 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

1. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

2. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

3. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

4. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized

Contact Person during the No-Contact Period as defined in the Ordinance The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

2.3 Proposal Acceptance Period - All proposals are valid for a period of two hundred and seventy (270) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

2.4 Proprietary Information - All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

2.5 Exceptions - Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

2.6 Proposal Preparation Costs - All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

3 EVALUATION FACTORS AND AWARD

3.1 Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

3.2 Evaluation Factors:

1. **Financial Capacity to Perform Services (PASS/FAIL)**

The City's Financial Services Department will evaluate the Proposer's ability to provide the requisite Performance Guarantee. Proposers who fail to sufficiently evidence an ability to obtain the required performance guarantee shall be deemed non-responsive.

2. **Operation, Management, and Personnel Plan (15 points)**

Evaluators will consider the quality, comprehensive nature, and feasibility of the Proposer's Operations Plan for the proposed structure, procedures and methods of operation as presented in Proposer's Operations Plan.

Evaluators will consider the quality, comprehensiveness, and feasibility of the Proposer's Management Plan for staffing, management personnel, training, and customer service plan for parking and shuttle buses. The Proposer is expected to employ professional, well- trained staff, including qualified and trained supervisors, attendants, cashiers, checkers, cleaners, clerks, security and others to assure a high standard of service to fulfill its obligations under the Agreement. The Proposer shall develop, implement, and maintain a salary/wage structure by job category.

3. **Industry Experience and Qualifications (5 points)**

Evaluators will consider the background, qualifications, and experience of the Proposer in parking and shuttle bus operations. The City will consider the quality of past performance with regard to customer service, reliability of service, and facility maintenance.

4. **Customer Service Plan (15 points)**

Evaluators will consider the quality, comprehensiveness, and feasibility of the Proposer's customer service plan for parking and shuttle services. The Proposer is expected to employ professional, well-trained staff, including qualified and trained supervisors, attendants, cashiers, checkers, cleaners, clerks, security and others to assure a high standard of service to the airport parking patrons.

5. **Quality of Marketing Plan (15 points)**

Evaluators will consider the Proposer's creativity and ability to identify new/innovative parking products/services, clarity of plan, and marketing strategies

6. **Operating Budget (15 points)**

Evaluators will consider the proposed Operating Budget the first Contract Year (the period from October 1, 2016 through September 30, 2017) of operations and will specifically evaluate the thoroughness, completeness, and reasonableness of the proposed expenses.

7. **Management Fee Offer (25 points)**

Evaluators will consider the amount of the Proposer's Total Management Fee offer to the City for the first three Contract Years of the proposed Agreement, as provided by Proposer on the Management Fee Offer Form (. In the event of a discrepancy between Proposer's Total Management Fee Offer and the sum of the fees offered for Contract Years No 1, No. 2, and No. 3, the sum of the fees offered for Contract Years No. 1, No. 2, and No. 3 will control and will be deemed to be Proposer's Total Management Fee Offer. Each Total Management Fee Offer will be evaluated by comparing it mathematically to the other Management Fee offers received. The lowest offer will receive the maximum score. Higher offers will receive scores based on the mathematical relationship they bear to the lowest offer.

8. **Local Business Presence (10 points)**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

9. **Interview, Optional (25 points)**

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting

Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

a. The point difference between the first and second ranked Proposer is less than five points.
b. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
c. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
d. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
e. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
f. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 1** **Date of Addendum:** December 16, 2015

This addendum is incorporating the following change, questions, and answers to the above-referenced RFP.

1. **Exhibit 2** – Management Fee has been replaced with an updated **Exhibit 2.R – Management Fee.**

2. **Exhibit 3 – Aviation Strategic Goals have been incorporated into the solicitation package for Reference Only.**

3. **Exhibit 4 – Irregular Operations Route (IROP) Map has been incorporated into the solicitation package for Reference Only.** The IROP map shows routes to the terminal.

4. **Exhibit 5 – Gate One and Hardstands Map has been incorporated into the solicitation package for Reference Only.** This map shows the three aircraft hardstand parking spots and gate 1. Passengers are transported from hardstands to gate 1 by COBUS buses.

5. **Availability List of certified (MBE/WBE) vendors has been added to the solicitation package.**

Section 0400 Supplemental Purchase Provisions

6. (Q) Paragraph 3 – Proposal Bond. What is considered the Total Offer – the management fee, management fee plus reimbursable expenses, or some other combination of elements?
   (A) The Total Offer is the first contract year of the Management Fee Offer.

7. (Q) Paragraph 4 – Payment Bond. When will the Payment Bond be effective?
   (A) Per Section 0200, Solicitation Instructions paragraph 18.C, the Offeror must provide the Bond prior to the execution of the Contract. The Offeror shall provide the Bond, in the amounts and on the conditions required, within 14 calendar days after notification of award.

8. (Q) Is a letter of credit or cashier's check an acceptable alternative for surety bonds?
   (A) A letter of credit and/or a cashier's check cannot be accepted as an alternative for surety bonds.

9. (Q) Is the cost of insurance included in the Management Fee? Is it a reimbursable expense?
   (A) The cost of insurance coverage required by the City is not reimbursable with the exception of Workers Compensation.

10. (Q) Is the current Contractor indemnifying the City?
    (A) Yes.

11. Paragraph 10 – Workforce Security Clearance and Identification

    6.1 (Q) Item A – Security Badges: *Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while on the ABIA premises*. Will every Contractor's employee be required to obtain a security

badge? If not, please clarify how to determine which Contractor's employee need to meet this requirement.

(A) Employees working on the secured side of the airport will be required to obtain an airport issued security badge, undergo a security background check and successfully complete several training modules prior to being allowed to work on the terminal ramp.

6.2 (Q) Item D - Badge Fees: *Contractor shall provide a $25 refundable fee required for each airport security badge. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - $50; 2nd replacement - $75; 3rd replacement - $100; etc*. Are these reimbursable expense?

(A) The cost of initially issuing an airport security identification badge for employees working on the secured side of the airport will be waived by the City. Contractor will be responsible for the payment of fees for any lost or replacement badges and this cost will not be a reimbursable expense.

12. **Paragraph 11. Airport Concession Disadvantaged Business Enterprise (ACDBE) Program is deleted in its entirety from this solicitation. ACDBE certification is not required for this solicitation.**

13. **Paragraph 13. Economic Price Adjustment is deleted in its entirety from this solicitation.**

Section 0500 Scope of Work

14. (Q) Paragraph 4.2, third paragraph stated that South Terminal is not included in the scope of this RFP. Please confirm and clarify the requirement for the South Terminal.
(A) The management of the parking operation associated with the South Terminal is not included in this scope of work. The Successful Proposer will staff and support an inter-terminal shuttle operation between the South Terminal and the Main Terminal. This service will operate 7 days per week for approximately 20 hours per day, with a shuttle arriving at either terminal on the half-hour.

15. (Q) Since the information regarding South Terminal is very limited and flight capacity or volume is not available at this time, would it be possible to propose South Terminal budget as a separate document under Operating Budget and Management Fee, NOT to be included in the evaluation criteria?
(A) Yes. The vendor(s) may prepare a separate budget for the inter-terminal transfer operation, but the proposed budget for this operation must be included in the aggregate proposed budget. This service is part of the total scope of work for which there is to be "one" management fee inclusive of all elements of the SOW.

16. (Q) Who is responsible for maintaining the City owned vehicles maintenance records for the Department of Transportation (DOT)?
(A) Maintenance of the Shuttle fleet is the responsibility of the Successful Proposer, including updating all records associated with the maintenance of the vehicles.

17. (Q) Will the Contractor be required to provide security services as part of the contract?
(A) There is no requirement for providing security services at the airport.

18. (Q) Throughout the term of this contract, will the Contractor be responsible for the License Plate Reader (LPR) upgrade?
(A) The Department of Aviation is responsible for upgrading the City owned revenue control equipment.

19. (Q) Please detail the routes and hardstands involved for COBUSs that will shuttle between terminals? Can you provide the number of passenger seats/load/number of trips?
(A) Exhibit 5, A Google Earth snapshot of the eastern mail terminal ramp highlighted the (3) hardstand locations and their relative locations to the Gate 1 area used during these operations. COBUS's are not used for transporting between terminals. Presently, there are 45 arrivals and 45 departures scheduled each month. These are commuter flights operating twin engine turboprop aircraft with a maximum seating capacity of 19 -31 passengers.

20. (Q) Are the shuttle vehicle maintenance repairs a reimbursable item?
(A) Maintenance expense for maintaining the City's Shuttle Fleet is a reimbursable expense.

21. (Q) Does the current Contractor charge a markup to the credit card fee?
(A) No.

Section 0600 Proposal Preparation Instructions and Evaluation Factors

22. (Q) Paragraph 1.K. Please clarify that the Annual Incentive Fee distribution to employees is limited to the Contractor's employees assigned under the City contract?
(A) The City extends an opportunity for the Successful Proposer to earn an annual incentive fee for quality service and improved performance. If the City approves the awarding of an incentive fee for the calendar year, a minimum of 50 percent of any award must be distributed only to Successful Proposer's employees working at Austin-Bergstrom International Airport.

23. (Q) Paragraph 3.2- Evaluation Factors, Item 6. Exhibit 1, FY15 Operating Budget. Should Proposers submit three separate Exhibit 1 detailing 1) Valet, 2) Shuttle, and 3) Parking or a single combined budget? If three submittals are required, will the subtotal Operating Budget be needed?
(A) Proposer should submit budgets specific to the Parking operation, Shuttle operation and Valet operation. A budget combining the three operations into one overall budget is also required.

24. (Q) **Section 0605 – Local Business Presence Identification Form**. How is Local Business presence calculated?
(A) A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. The City uses the following link to determine if an address is in the Austin Corporate City Limits using the Geo Profile Tool. http://www.austintexas.gov/GIS/DevelopmentWebMap/

25. (Q) Can the City provide a list of the current Subcontractors?
(A) Yes. Proposers will need to submit the request in writing to sai.xoomsai@austintexas.gov.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: _____ 12/16/2015
Sai Xoomsai, Senior Buyer Specialist — Date
Purchasing Office

ACKNOWLEDGED BY:

_____ _____ _____
Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 2** **Date of Addendum:** January 4, 2016

This addendum incorporates the following changes, questions, and answers to the above-referenced RFP.

1. (Q) What dollar amount does MBE/WBE Procurement Program Compliance Plan based off? Would it be management fee or management fee plus reimbursable allowances?
   (A) For purposes of completion of the MBE/WBE Procurement Program Compliance Plan, total base bid is the management fee excluding any reimbursable allowances. Allowances are items that are not considered subcontracting opportunities and may or may not materialize.

2. (Q) Can the City provide a list of current subcontractors?
   (A) Austin Parking, Inc. (MDB)
   Creative Heads Advertising, Inc. (WBE)
   Talmage & Cornelius Insurance Services, Inc. (WBE)
   Benqwest, LLC. (MBE)
   Penske Truck Leasing Co., LP

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: _____ 01/04/2016
Sai Xoomsai, Senior Buyer Specialist — Date
Purchasing Office

ACKNOWLEDGED BY:

_____ _____ _____
Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 3** **Date of Addendum:** January 8, 2016

This addendum incorporates the following changes, questions and answers to the above-referenced RFP.

1. (Q) Living Wage Contractor Certification - given that only the incumbent operator likely has employees directly assigned to this contract and compensated at a wage equal to or greater than $13.03 per hour, must this Certification be completed and submitted with the Proposal? Or may bidders agree to fully comply with the footnote number 1 where the Operator indicates any future employees will be paid in accordance with the Living Wage?
   (A) The Certification, to be completed and submitted with the Proposal, verifies that any employee directly assigned to provide services under the contract will be paid the Living Wage. The footnote requires that any employees directly assigned in the future will be paid the Living Wage.

2. (Q) Article 6, Term of Contract, on page 4 of 8 indicates that the initial term may be extended up to three (3) additional 12-month periods while Scope of Work, 1. Purpose, page 1 of 16, indicates the initial term may be extended up to two (2) 12-month extensions. Please clarify which is correct.
   (A) Section 0400, Paragraph 6.A is correct - the City may exercise up to three (3) 12-month extension options following the initial 60-month contract term.

3. (Q) Is the Operator required to receive personal checks from patrons as a valid form of payment for parking fees?
   (A) The City presently discourages the acceptance of a personal check as a standard form of payment; only if the customer has no other form of payment do we accept personal checks.

4. (Q) In the Management Fee Offer form (Exhibit 2), proposers are asked to submit management fees for 7 years. Which will govern annual increases, the completed Management Fee Offer form or the Employment Cost Index?
   (A) Proposers will propose a fixed Management Fee for each year of the contract term and each subsequent extension year. The Management Fees proposed for each year will not be subject to annual adjustment, review or modification based on any index.

5. (Q) Invoices and Payment – what form of payment (credit card, check or EFT) does the Department of Aviation use to reimburse the current operator?
   (A) Presently, the City makes payment via check.

6. (Q) Given the close proximity of the Commercial Business District (CBD) and the Airport, would the Airport agree that the 10-mile radius restriction will not be deemed violated if the Contractor can demonstrate to the Airport's reasonable satisfaction that the facilities in

question do not compete with the Airport? For example, by not providing a park-and-ride shuttle to the Airport?

(A) All Proposers must comply with this provision as it is written.

7. (Q) Is the current workforce represented by any Collective Bargaining Unit? If so, can you please provide a copy of the CBA?

(A) No, the workforce is not represented by a CBU.

8. (Q) Please confirm that the Bidder is to include in its Year 1 Operating Budget the cost to procure, insure and operate five (5) new customer service and maintenance vehicles as per Article 6.3.

(A) The cost to procure, insure and maintain the customer service and maintenance vehicles is not an expense that is reimbursable by the City.

9. (Q) Article 6.7.2 – Must the quarterly audit of the Company's accounting and operational procedures be conducted by an internal auditor of our home office or may it be completed by a qualified, regional manager not permanently assigned to the Airport?

(A) Quarterly audits are to be unannounced and are to be conducted by Company personnel who are experienced in and knowledgeable of Generally Accepted Accounting Principles (GAAP) associated with performing financial and control audits.

10. (Q) Article 6.8.2 – pagers are no longer a typically carried by SPOC's given smart cellular forms. May this requirement be deleted as long as the SPOC is accessible by cell phone and email?

(A) Yes. The intent is for the SPOC to be accessible and responsive at all times to the City. The form and method of accessibility may change with advancements in communication technologies.

11. (Q) What percent of the total transactions are paid for via a credit card?

(A) Presently, credit card payments account for 80 to 85 percent of all transactions.

12. (Q) Article 6.11 – Will the cost of meeting PCI compliance (new or upgraded equipment or software) be reimbursed by the Airport?

(A) Cost of equipment or software associated with the Parking Automated Revenue Control and Management System (PARCS) is an expense to the City.

13. (Q) Article 7.2 – please confirm that the office to be provided will be rent-free?

(A) Presently, as determined by the Department of Aviation, limited office space necessary and sufficient to perform the services required is made available to the contractor rent free.

14. (Q) Article 7.3 – please confirm that the City will provide complimentary parking for employees while on duty?

(A) The current contractor's employees receive complementary parking in areas designated by the City.

15. (Q) Article 8.4 – please confirm that the Operator is responsible to provide all office furniture and computer equipment or only additional equipment to complement existing furniture and computers?

(A) The contractor shall provide office furniture, office equipment and computer equipment as necessary without reimbursement from the City.

16. (Q) Is the License Plate Inventory (LPI) function currently completed with handhelds or via mobile LPI application (cameras mounted on vehicles)?
(A) Presently the LPI is conducted nightly with handheld devices.

17. (Q) Is there an on-site bus maintenance facility? If Contractor must lease an off-site facility for bus R&M or storage, are all costs associated with the maintenance of the facilities reimbursable?
(A) Routine minor maintenance and repair work is performed in the shuttle parking lot and must comply with environmental controls established by the Department of Aviation for this work. Major maintenance or repair of the shuttles may require that the vehicles be relocated to the maintenance service provider's offsite facility. The City will not reimburse any expense for offsite repair facilities or for off-site storage fees.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: _____ 01/08/2016
Roger Stricklin, Corporate Contract Administrator — Date
Purchasing Office

ACKNOWLEDGED BY:

_____ _____ _____
Vendor Name — Authorized Signature — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 4** **Date of Addendum:** January 14, 2016

This addendum incorporates the following changes, questions and answers to the above-referenced RFP.

1. (Q) On the cover page of the RFP, it states that the Compliance Plan is due prior to 02/02/2016, 2:00 pm, local time. Is this still the case?
   (A) Yes, that date/time is still valid.

2. (Q) Section 8.3.1 states that employee benefits and load are a reimbursable cost however it does not state that the direct cost of labor (payroll) is reimbursable. Can you please clarify?
   (A) The cost of payroll is a reimbursable expense.

3. (Q) Section 8.3.2 states that parking tickets are to be provided by the operator. Does this mean the operator is to pay for the tickets or is this a reimbursable expense? If it is an operator expense please provide ticket volumes for the last 2 years.
   (A) Please refer to Section 5.5 of the Scope of Work (SOW) for annual transactional data. This is a reimbursable expense.

4. (Q) Section 8.4.8 states the cost of company vehicles is not a reimbursable cost. Is this referring to the 5 non shuttle vehicles mentioned in 6.3?
   (A) Yes.

5. (Q) Is the fuel cost for the 5 vehicles in 6.3 the operator's cost or is it reimbursable? If it is the operator's cost please provide mileage historical for each of the vehicles for the last 2 years.
   (A) The City supplies the fuel for the customer service and maintenance vehicles.

6. (Q) Please provide the current schedule of sweeping and pressure washing for each parking property if we are to budget for these services.
   (A) Sweeping is performed by the Department of Aviation (DOA), pressure washing of the shuttle kiosk is performed as required using DOA provided equipment.

7. (Q) Please provide the past 2 years historical for the PARCS maintenance cost and service if we are to budget for this line item.
   (A) Maintenance of the PARCS is by a different vendor under a separate agreement.

8. (Q) Is there currently an armored car service in place? Where should this cost be budgeted for and is the pickup for this service daily?

(A) Please refer to Section 5.11.6 of the SOW. Service is to be provided daily. The cost should be included in the Parking budget.

9. (Q) What are the minimum staffing requirements?
(A) Please refer to Section 5.6.12 of the SOW.

10. (Q) Can you please provide a copy of the original and current agreement between the current operator and the Airport, as well as any addendums?
(A) This documentation should be asked for via an open records request to the City.

11. (Q) Please provide the past 2 years of operating/billing statements for the parking, valet and shuttle operations.
(A) Please refer to Exhibit 3, Budget.

12. (Q) Please provide a current staffing schedule, which includes scheduled shift times, and employee hourly rates for all job positions, for fulltime and part time, hourly and salaried positions of the parking and shuttle operations as well as management, supervision, administrative and accounting.
(A) This documentation should be asked for via an open records request to the City.

13. (Q) How is the current license plate inventory being performed?
(A) It is performed nightly using handheld devices.

14. (Q) Are the employees unionized? If so please provide a copy of the union bargaining agreement.
(A) No, the workforce is not unionized.

15. (Q) Who is the owner of the credit card processing MIDs & TIDs, the airport or the operator?
(A) The parking management service provider is responsible for the merchant identification numbers (MIDs) and terminal identification numbers (TIDs).

16. (Q) Please provide the staffing requirements of security services, if any.
(A) No security services required.

17. (Q) How much has the current operator paid in liquidated damages for the past 2 years, broken down by year?
(A) The current contractor has not incurred liquidated damages in the past 2 years.

18. (Q) Please provide the 2016 revenue and expense budget.
(A) Please refer to Section 5 of the SOW and Exhibit 3.

19. (Q) Please provide the current management fee the incumbent is charging the airport and what is rolled into the fee?
(A) Please refer to Exhibit 3. The City is not aware of individual items incorporated into the management fee.

20. (Q) Please provide the monthly rate and the number of employees on the health and welfare program.
(A) Please refer to Section 5.6.12 of the SOW and Exhibit 3.

22. (Q) Please provide the past 2 years monthly reimbursement to the current operator for both the management fee and expenses of the parking, valet and shuttle services.
(A) Please refer to Exhibit 3.

24. (Q) Do employees need to be badged? If so what is the cost per employee?
(A) Every employee must have a company issued picture ID badge issued by the Company.

25. (Q) Does the operator need radios to communicate with Airport staff? If so, does the Airport furnish them or is operator responsible for supplying?
(A) The City owns and maintains the radio communication system for the parking operation. Contractor will use the City's system and radios.

26. (Q) Section 0815 Living Wage-Contractors form requires to list employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than $13.03 per hour. We will not know this until we transition and go through the hiring process. Please clarify how this form should be filled in.
(A) Proposers must fill in this Certification and return it with their proposal if they currently have employees identified for direct assignment to the contract. If employees are not currently identified/hired for direct assignment, proposers must note this on the Certification form and must submit the form with their proposal. Subsequent to contract award the contractor will then be required to submit the filled-in Certification.

28. (Q) Please provide the round trip mileage for each bus route and average drive time?
(A) Round trip mileage is approximately 3 miles, average drive time is 10 minutes.

29. (Q) What is the annual total busing hours for the shuttle services at the airport?
(A) The airport and parking operation is open and available 24/7, 365 days per year.

30. (Q) Please provide total number of drivers and the current wages for each shuttle operator and their hire date with the current vendor?
(A) Please refer to Section 5.6.12 of the SOW for information on the number of drivers. Wages and hire date information should be asked for via an open records request to the City.

31. (Q) Please provide a breakdown between full time and part time bus operators?
(A) 100% full time.

32. (Q) Is a non-driving supervisor required to be on duty at all times while the shuttles are in service?
(A) All supervisory personnel should be trained and capable of performing the duties of those they supervise.

33. (Q) Is the maintenance being provided in-house or by using a third-party provider? If outsourced, please provide the name of the company?
(A) Maintenance is provided using Penske Truck Leasing.

34. (Q) How are the buses being washed currently? Is an approved location available at the airport that supports water reclamation?
(A) Buses are washed in the shuttle lot, water reclamation is required.

35. (Q) Since the COBUS cannot leave the tarmac, how is the fueling, cleaning and maintenance of the COBUS's being performed today?
(A) The current contractor delivers fuel to the vehicles, cleans and maintains them on the Aircraft Operating Area (AOA).

36. (Q) What type of GPS/AVL is being used today?
(A) RASTRAC is the current Global Positioning System (GPS)/Automatic Vehicle Location (AVL) application.

37. (Q) Please provide the current mileage for each vehicle in the fleet?
(A) Please see table below.

38. (Q) What is the total annual fleet mileage for the vehicles, including COBUS's?
(A) Please see table below.

For questions 37 & 38, see below.
As of December 2015

Unit Number	Current Mileage	2015 Mileage
45	277,047	28,492
46	272,579	20,827
47	220,902	9,433
48	257,350	19,151
59	171,184	33,181
60	166,670	19,220
56	169,400	36,377
57	175,181	32,517
58	166,312	34,125
52	151,646	41,112
50	149,466	38,949
54	148,189	43,931
51	152,970	44,317
53	143,719	36,106
55	138,087	25,684
61	143,552	34,816
62	158,773	36,680
63	145,604	32,653
64	149,352	36,516
65	140,496	30,293
66	136,444	34,273
67	117,904	36,577
68	131,065	32,574
69	125,396	37,691
70	126,004	36,989

71	2,092	2,092
72	2,811	2,811
73	2,743	2,743
COBUS1	440	440
COBUS2	441	441

39. (Q) It appears that the RFP implies that DOA will pay for all new buses replaced in the fleet over the duration of the contract term, is the assumption correct?
    (A) Yes.

40. (Q) Will shuttle drivers need to be TSA badged? If so, could the annual cost be provided?
    (A) Only those authorized to work on the AOA are required to have airport security badges. The DOA waives the fee for these badges.

41. (Q) Will the airport provide parking for the buses while they are not in service?
    (A) Yes.

42. (Q) Will a maintenance facility be provided to the successful vendor? If not, is there any property that can be leased from DOA available to perform maintenance services for this operation?
    (A) Routine minor maintenance and repair work is performed in the shuttle parking lot and must comply with environment controls established by the Department of Aviation for this work. Major maintenance or repair of the shuttles may require the vehicle be relocated to the maintenance service provider's offsite facility. The City will not reimburse any expense for offsite repair facilities or off-site storage fees.

43. (Q) Could the approved budget for the current fiscal year be provided?
    (A) Please refer to Exhibit 3.

44. (Q) Who is the current provider of the service and how long have they been providing this service?
    (A) ABM Parking Services has been providing services since May of 1999.

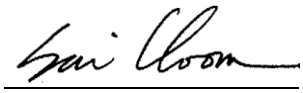
45. (Q) Could a current driver schedule be provided?
    (A) Please refer to Section 5.6.12 for current staffing levels. Proposers should consider the management practices of their company in scheduling staff and provide a solution as part of their proposal.

46. (Q) What are the minimum headway/passenger wait time expectations for the shuttle services?
    (A) 7 to 10 minutes.

47. (Q) Does the City like for the current employees to be provided employment under the new contract?
    (A) During a transition it is customary for current employees to be interviewed by the incoming company and a decision made by the new contractor whether to offer the current employees positions with their company. The City does not involve itself in the company's hiring procedure or practices.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:  01/15/2016

Sai Xoomsai, Senior Buyer Specialist
Purchasing Office

Date

ACKNOWLEDGED BY:

Vendor Name	Authorized Signature	Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 5** **Date of Addendum:** January 14, 2016

This addendum incorporates the following changes, questions and answers to the above-referenced RFP.

1. (Q) Can the City provide the current staffing schedule?
   (A) See Exhibit 6 – Staffing Schedule

2. (Q) Can the City provide a copy of the current contract with the current contractor?
   (A) See Exhibit 7 – Current Contract

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sai Xoomsai, Senior Buyer Specialist, Purchasing Office — 01/15/2016 Date

ACKNOWLEDGED BY:

Vendor Name _____ Authorized Signature _____ Date _____

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 6** **Date of Addendum:** January 19, 2016

This addendum incorporates the following changes to the above-referenced RFP.

1. The Proposal Closing Time and Date has been extended to February 16, 2016 at 10:00 am, local time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: _____ 01/19/2016
Sai Xoomsai, Senior Buyer Specialist Date
Purchasing Office

ACKNOWLEDGED BY:

_____ _____ _____
Vendor Name Authorized Signature Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 7** **Date of Addendum:** January 27, 2016

This addendum incorporates the following change to the above-referenced RFP.

1. The Proposal Exception Form has been incorporated into the solicitation documents. Respondents must submit the form in Tab 1 of the Proposal response.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: _____ 01/27/2016
Sai Xoomsai, Senior Buyer Specialist Date
Purchasing Office

ACKNOWLEDGED BY:

_____ _____ _____
Vendor Name Authorized Signature Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 8** **Date of Addendum:** February 2, 2016

This addendum incorporates the following changes to the above-referenced RFP.

1. The Compliance Plan Due Date has been extended to February 16, 2016 at 10:00 am, local time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: _____ 02/02/2016
Sai Xoomsai, Senior Buyer Specialist Date
Purchasing Office

ACKNOWLEDGED BY:

_____ _____ _____
Vendor Name Authorized Signature Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 9** **Date of Addendum:** February 16, 2016

This addendum incorporates the following changes to the above-referenced RFP.

1. Due to February 15, 2016 being a City holiday, **PROPOSAL DUE PRIOR TO** and **COMPLIANCE PLAN DUE PRIOR TO** have been extended to February 17, 2016 at 11:00 am, local time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: _____ 02/16/2016
Sai Xoomsai, Senior Buyer Specialist Date
Purchasing Office

ACKNOWLEDGED BY:

_____ _____ _____
Vendor Name Authorized Signature Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

CITY OF AUSTIN

CITY CODE CHAPTER 2-9C
MBE/WBE PROCUREMENT PROGRAM
NON-PROFESSIONAL SERVICES

Project Name: PARKING OPERATIONS MANAGEMENT SERVICES

Project/Solicitation Number: RFP 8100 PAX0127

Date: 11/09/2015

TABLE OF CONTENTS

Overview **1**

Compliance Plan **Instructions** **3**

Good Faith Efforts Instructions **6**

Contacting Potential MBE/WBE Subcontractors **6**

Good Faith Efforts Review **7**

Post-Award Instructions **9**

Letter of Intent **9**

Post-Award Monitoring **9**

FORMS

Appendix A: *Compliance Plan* **11**

Appendix B: Letter to Potential Subcontractors **18**

Appendix C: Letter of Intent **19**

Appendix D: Availability Lists .....

MBE/WBE GOALS

Annual/Project Participation Goals:				Annual/Project Participation Subgoals:		
MBE	1.75	%		African American		%
WBE	1.30	%	**OR**	Hispanic		%
				Asian/Native American	/	%
				WBE	N/A	%

OVERVIEW

This document should be read in conjunction with the City of Austin's Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at http://www.austintexas.gov/department/small-and-minority-business/about or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Bid agree to abide by the City's Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City's MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project's goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City's solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a "no-contact" period from the date the City issues a solicitation until the contract is executed. During the

"no-contact" period, a person responding to a City solicitation can speak only to the contract's authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

COMPLIANCE PLAN **INSTRUCTIONS**
(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use "none" or "N/A" where appropriate, and sign and date the *Compliance Plan* as indicated. ***Compliance Plans*** **not complying with the** ***Compliance Plan*** **Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as "Reserved for City of Austin SMBR Only" should be left blank.

Section III *Compliance Plan* Summary

This section is a summary of subcontractor participation in this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE's subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the Compliance Plan, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

(1) work performed by the MBE/WBE's own forces;

(2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and

(3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

(1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.

(2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the Compliance Plan is filed may cease to be a certified Firm before the contract is

completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable.*** If Bidder did meet the project goals, please indicate "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE *Compliance Plan* Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

GOOD FAITH EFFORTS INSTRUCTIONS
(See Appendices B and D)

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The Availability List is found at Appendix D and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Bidders ***must*** contact ***all*** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may either request the certified subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

(A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.

(B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.

(C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsulting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.

(D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

(E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).

(F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.

(G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

(A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.

(B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area.
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information).
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*).
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Breakdown of negotiations made with certified firms.
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

The following additional Good Faith Efforts factors may also be considered

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant).
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all proposals received in response to Bidder contacting other Firms.

POST-AWARD INSTRUCTIONS

Letter of Intent

The Low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor, supplier, or manufacturer that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. LOIs are to be signed by both parties, and ieach signature is to be notarized. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIS are required for all levels of subcontracting, and a separate LOI for each subcontractor, supplier, or manufacturer is required. **The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.**

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subconsulting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

- **Payment Verification**

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

- **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

- **Progressive Sanctions**

The successful Bidder's *Compliance Plan* will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

Appendix A

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	PARKING OPERATIONS MANAGEMENT SERVICES
Solicitation Number	RFP 8100 PAX0127

Project Goals or Subgoals		
MBE	1.75	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	1.30 N/A	%

Section II — Bidder Company Information

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes ☐ No ☐ *If yes, provide Vendor ID #:*_____ If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes ☐ No ☐ *If yes, please indicate:* MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

_____
Name and Title of Authorized Representative

_____ _____
Signature Date

For SMBR Use Only:

I have reviewed this compliance plan and found that the Proposer ***HAS*** ☐ *or* ***HAS NOT*** ☐ *complied as per the City Code Chapter 2-9C.*

Reviewing Counselor _____ Date _____

I have reviewed this compliance plan and ***Concur*** ☐ *or* ***Do Not Concur*** ☐ *with recommendation.*

Director/Assistant Director _____ Date _____

Section III — *Compliance Plan* Summary

Note:
- **Fill in all the blanks.**
- **For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.**
- **Compliance plans not complying with these requirements shall be rejected as non-responsive.**

Total Base Bid (*if applicable)*: $ _____

Goals: Proposed Participation		
MBE	**$**	**%**
WBE	**$**	**%**
Non-Certified	**$**	**%**

SubGoals: Proposed Participation		
African American	**$**	**%**
Hispanic	**$**	**%**
Native/Asian American	**$**	**%**
WBE	**$**	**%**
Non-Certified	**$**	**%**

Bidder's own participation in base bid (less any amount subcontracted):

Amount: $ _____ **Percentage: _____**%

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes ☐ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American_____%; WBE_____%

Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Are Goals Met? **Yes** ☐ **No** ☐ **If no, state reason(s) below and attach documentation:**

_____

_____

_____

_____

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Amount of Subcontract	$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Amount of Subcontract	$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Amount of Subcontract	$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Amount of Subcontract	$	%
Commodity codes/describe services		
Reason MBE/WBE not used		

Section VI — Disclosure of Second-Level Subcontractors
Duplicate as Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII — Disclosure of Primary and Alternate Trucking Subcontractors Duplicate as Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

Primary Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII ***must*** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes ☐ No ☐
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan?* Please list the two methods used to contact MBE/WBEs. *(i.e. fax, email, mail, and/or phone)* Yes ☐ No ☐

   List Methods: _____
3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐
4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)? **If yes, please attach**. Yes ☐ No ☐
5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes ☐ No ☐
6. Were additional elements of work identified to achieve the goals or subgoals? Yes ☐ No ☐

   If yes, please explain: _____
7. Was SMBR contacted for assistance? Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? ***(Documentation is not limited to this list.)***

   Copy of written solicitation sent to MBE/WBEs in SLBP area Yes ☐ No ☐

   Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log). Yes ☐ No ☐

   Copy of advertisements Yes ☐ No ☐

   Copy of notices sent to Minority and Women organizations Yes ☐ No ☐

   Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs) Yes ☐ No ☐

Appendix B

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045.

Name of Project: _____
Project/Solicitation Number: _____
Location of Pre-bid Conference (if any) _____
_____
_____
Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- □ Asbestos Abatement
- □ Carpentry
- □ Carpeting
- □ Concrete
- □ Demolition Services
- □ Doors and Frames
- □ Drilling
- □ Drywall
- □ Electrical
- □ Excavation Services
- □ Fabricated Steel
- □ Flooring
- □ Glazing Services
- □ Hardware
- □ Heavy Construction Equipment
- □ Other _____
- □ HVAC
- □ Insulation
- □ Lab and Field Testing Services
- □ Landscaping
- □ Masonry
- □ Millwork
- □ Painting
- □ Paving and Resurfacing
- □ Plumbing
- □ Roofing
- □ Stone
- □ Tile
- □ Weather and Waterproofing
- □ Welding
- □ Windows
- □ Other _____

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

_____
(Email)

All Responses MUST be received by: _____

Appendix C

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: $ _____

Project/Solicitation Number: _____

Project Name: _____
Type of Agreement *(check one)*: ☐ Lump Sum ☐ Unit Price ☐ Commodity

Period of Performance: _____ Level of Subcontracting (*check one):* ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: $_____
Commodity Code and description of work to be performed by Subcontractor Firm:

_____

_____

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 20____.

_____
Notary Public

Subcontractor:

_____
Legal Name of Firm, as registered with the City

_____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 20____.

_____
Notary Public

***Including Suppliers, Manufacturers, Alternates**

Exhibit 2 – Management Fee

Company proposes an annual fixed management fee as compensation for services under the Management Agreement in the following amounts.

The Management Fee shall cover:

- The Company's profit;
- Corporate operating expenses
- Administrative expenses and overhead
- Other expenses incurred in the parking or bus operations that are not reimbursable that are not reimbursable under this contract (item 8.4)

Please fill in the Management Fee Offer in both words and numbers)

1. The amount of Proponent's **Contract Year No. 1 Management Fee Offer** is

   _____($_____) Dollars,

2. The amount of Proponent's **Contract Year No. 2 Management Fee Offer** is

   _____($_____) Dollars,

3. The amount of Proponent's **Contract Year No. 3 Management Fee Offer** is

   _____($_____) Dollars,

4. The amount of Proponent's **Contract Year No. 4 Management Fee Offer** is

   _____($_____) Dollars,

5. The amount of Proponent's **Contract Year No. 5 Management Fee Offer** is

   _____($_____) Dollars,

6. The amount of Proponent's **Option No. 1 Management Fee Offer** is

   _____($_____) Dollars,

7. The amount of Proponent's **Option No. 2 Management Fee Offer** is

   _____($_____) Dollars.

8. The amount of Proponent's **Option No. 3 Management Fee Offer** is

   _____($_____) Dollars.

	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
2014 CASHIER EXPENSES													
Payroll	140,436	139,075	135,667	146,034	125,857	131,250	136,655	146,284	125,844	146,108	136,655	135,474	1,645,338
Payroll Taxes	16,052	16,786	16,273	17,585	14,441	15,062	15,686	16,779	14,439	17,371	15,686	15,532	191,692
Workers Comp	10,105	10,567	10,244	11,070	9,090	9,482	9,874	10,562	9,089	10,935	9,874	9,777	120,669
401K	1,444	1,510	1,463	1,581	1,299	1,355	1,411	1,509	1,298	1,562	1,411	1,397	17,238
Health & Welfare	13,600	13,600	13,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	14,600	172,200
Vacation	3,920	4,375	4,176	4,605	4,004	4,204	4,404	4,604	4,004	4,604	4,404	4,204	51,511
TOTAL PAYROLL	185,557	185,912	181,424	195,475	169,291	175,952	182,630	194,339	169,275	195,181	182,630	180,984	2,198,649
Personnel Selection	325	325	325	325	325	325	325	325	325	325	325	325	3,900
Supplies & Materials	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	27,600
Signage	165	165	165	165	165	165	165	165	165	165	165	165	1,980
Repairs & Maintenance	635	635	635	635	635	635	635	635	635	635	635	635	7,620
Telephone	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Uniforms	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Data Processing/Payroll	785	785	785	785	785	785	785	785	785	785	785	785	9,420
Marketing	58,667	58,667	58,667	58,667	58,667	58,667	58,667	58,667	58,667	58,667	58,667	58,667	704,000
Outside Services	3,280	3,280	3,280	3,280	3,280	3,280	3,280	3,280	3,280	3,280	3,280	3,280	39,360
Legal / Accounting	0	0	14,000	0	0	0	0	0	0	0	0	0	14,000
Postage	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Tickets & Keycards	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	23,000
Office Supplies	325	325	325	325	325	325	325	325	325	325	325	325	3,900
Forms & Printing	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Misc	725	725	725	725	725	725	725	725	725	725	725	725	8,700
Security Services(Brinks)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Bank Charges(CC Fees)	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	3,300	39,600
Mgt Incentive Fee			45,893										45,893
Management Fee	39,392	39,392	39,392	39,392	39,392	39,392	39,392	39,392	39,392	39,392	39,392	39,392	472,700

	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
2014 SHUTTLE EXPENSES													
Payroll	144,987	150,188	144,340	154,447	126,076	132,380	138,684	149,211	126,076	151,535	138,684	136,604	1,693,212
Payroll Taxes	16,602	17,159	16,488	17,654	14,436	15,158	15,880	17,072	14,436	17,330	15,880	15,628	193,725
Workers Comp	10,451	10,802	10,379	11,113	9,088	9,542	9,996	10,747	9,088	10,909	9,996	9,838	121,949
401K	75	77	74	79	65	68	71	77	65	78	71	70	871
Health & Welfare	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	96,000
Vacation / Holiday	4,311	4,123	3,936	4,311	3,748	3,936	4,123	4,311	3,748	4,311	4,123	3,936	48,917
TOTAL PAYROLL	184,426	190,349	183,217	195,604	161,413	169,084	176,755	189,417	161,413	192,163	176,755	174,076	2,154,673
Personnel Selection	684	684	684	684	684	684	684	684	684	684	684	684	8,204
Drug Screen/Criminal	181	181	181	181	181	181	181	181	181	181	181	181	2,175
SubContract (DBE)	24,500	25,313	24,367	26,259	22,971	23,895	32,318	25,742	22,971	25,742	24,818	23,895	302,791
Signage	25	25	25	25	25	25	25	25	25	25	25	25	300
Supplies & Materials	1,045	1,045	1,045	1,045	1,045	1,045	1,045	1,045	1,045	1,045	1,045	1,045	12,543
Shuttle Lease	6,170	6,170	0	0	0	0	0	0	0	0	0	0	12,340
Shuttle Licenses	0	0	800	0	0	0	0	0	0	0	0	0	800
Licenses & Permits	0	0	0	2,000	0	0	0	0	0	0	0	0	2,000
Auto & Truck Expense	29,625	29,625	29,625	29,625	29,625	29,625	29,625	29,625	29,625	29,625	29,625	29,625	355,500
Repairs & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
Radio & GPS Tracking	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	22,200
Postage & Courier	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Uniforms/Laundry	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Forms & Printing	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Outside Services/Data Process	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Miscellaneous	60	60	60	60	60	60	60	60	60	60	60	60	720
Goods & Services - SmartDrive	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	18,360

	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
2014 VALET EXPENSES													
Payroll	44,250	43,291	44,250	44,507	41,605	44,507	43,540	44,507	43,540	44,507	44,507	43,568	526,579
Payroll Taxes	4,921	4,814	4,921	4,949	4,626	4,949	4,842	4,949	4,842	4,949	4,949	4,845	58,556

Workers Comp	3,097	3,030	3,097	3,115	2,912	3,115	3,048	3,115	3,048	3,115	3,115	3,050	36,861
401K	88	87	88	89	83	89	87	89	87	89	89	87	1,053
Health & Welfare	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	26,400
Holiday	0	880	1,280	880	0	0	0	880	0	880	0	880	5,680
Vacation	1,670	1,634	1,670	1,680	1,570	1,680	1,643	1,680	1,643	1,680	1,680	1,644	19,871
Personnel Selection	16	16	16	16	16	16	16	16	16	16	16	16	190
Uniforms	356	356	356	356	356	356	356	356	356	356	356	356	4,272
Supplies & Materials	384	384	384	384	384	384	384	384	384	384	384	384	4,605
Misc / Signage	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Tickets	85	85	85	85	85	85	85	85	85	85	85	85	1,020
Forms & Printing	43	43	43	43	43	43	43	43	43	43	43	43	512
Payroll Processing	84	84	84	84	84	84	84	84	84	84	84	84	1,012
Outside Services	13	13	13	13	13	13	13	13	13	13	13	13	150

	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
2015 CASHIER EXPENSES													
Payroll	142,855	154,306	158,806	147,573	137,892	137,892	137,892	139,092	137,892	144,592	143,813	145,073	1,727,679
Vacation	4,771	4,779	4,779	4,788	4,563	4,563	4,563	4,563	4,563	4,563	4,788	4,788	56,069
Payroll Taxes	14,286	15,431	15,881	14,757	13,789	13,789	13,789	13,909	13,789	14,459	14,381	14,507	172,768
401K	1,071	1,157	1,191	1,107	1,034	1,034	1,034	1,043	1,034	1,084	1,079	1,088	12,958
Workers Comp	10,286	11,110	11,434	10,625	9,928	9,928	9,928	10,015	9,928	10,411	10,355	10,445	124,393
Health & Welfare	17,000	17,000	17,000	17,850	17,850	17,850	17,850	17,850	17,850	17,850	17,850	17,850	211,650
TOTAL PAYROLL	190,269	203,783	209,091	196,701	185,056	185,056	185,056	186,472	185,056	192,959	192,266	193,752	2,305,516
Personnel Selection	475	475	475	475	475	475	475	475	475	475	475	475	5,700
Drug Screen	151	151	151	151	151	151	151	151	151	151	151	151	1,812
Employee Training	50	50	50	50	50	50	50	50	50	50	50	50	600
Supplies & Materials	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000
Signage	165	165	165	165	165	165	165	165	165	165	165	165	1,980
Repairs & Maintenance	635	635	635	635	635	635	635	635	635	635	635	635	7,620
Telephone	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Uniforms	700	700	700	700	700	700	700	700	700	700	700	700	8,400
Data Processing	470	470	470	470	470	470	470	470	470	470	470	470	5,640
Marketing	39,190	39,190	39,190	39,190	39,190	39,190	39,190	39,190	39,190	39,190	39,190	39,190	470,280
Outside Services	6,097	6,097	6,097	6,097	6,097	6,097	6,097	6,097	6,097	6,097	6,097	6,097	73,164
Legal / Accounting	0	14,000	0	0	0	0	0	0	0	0	0	0	14,000
Postage	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Tickets & Keycards	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	23,004
Office Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
Forms & Printing	925	925	925	925	925	925	925	925	925	925	925	925	11,100
Misc	725	725	725	725	725	725	725	725	725	725	725	725	8,700
Security Services(Brinks)	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	63,600
Bank Charges	3,350	3,350	3,350	3,350	3,350	3,350	3,350	3,350	3,350	3,350	3,350	3,350	40,200
Credit Card Fees	77,201	77,201	77,201	77,201	77,201	77,201	77,201	77,201	77,201	77,201	77,201	77,201	926,408
Mgt Incentive Fee	0	50,149	0	0	0	0	0	0	0	0	0	0	50,149
EDP & Accounting	360	360	360	360	360	360	360	360	360	360	360	360	4,320
Management Fee	41,791	41,791	41,791	41,791	41,791	41,791	41,791	41,791	41,791	41,791	41,791	41,791	501,488

	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
2015 SHUTTLE EXPENSES													
Payroll	142,848	151,797	152,797	154,683	145,705	145,705	145,705	147,183	145,705	152,683	145,705	147,183	1,777,701
Vacation / Holiday	5,001	5,001	5,001	5,101	5,101	5,101	5,101	5,101	5,101	5,101	5,101	5,101	60,909
Payroll Taxes	14,785	15,680	15,780	15,978	15,081	15,081	15,081	15,228	15,081	15,778	15,081	15,228	183,861
401K	473	502	505	511	483	483	483	487	483	505	483	487	5,884
Workers Comp	10,497	11,133	11,204	11,345	10,707	10,707	10,707	10,812	10,707	11,203	10,707	10,812	130,541
Health & Welfare	10,750	10,750	10,750	11,288	11,288	11,288	11,288	11,288	11,288	11,288	11,288	11,288	133,838
TOTAL PAYROLL	184,354	194,862	196,037	198,906	188,364	188,364	188,364	190,100	188,364	196,558	188,364	190,100	2,292,734
Personnel Selection	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Training & Education	25	25	25	25	25	25	25	25	25	25	25	25	300
Drug Screen/Criminal	750	750	750	750	750	750	750	750	750	750	750	750	9,000
SubContract (DBE)	22,063	22,830	22,830	23,361	22,595	22,595	22,595	23,361	22,595	23,361	22,595	23,361	274,140
Signage	25	25	25	25	25	25	25	25	25	25	25	25	300
Supplies & Materials	0	0	0	0	0	0	0	0	0	0	0	0	0
Shuttle Lease	0	0	0	0	0	0	0	0	0	0	0	0	0
Shuttle Licenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Licenses & Permits	0	0	2,275	0	0	0	0	0	0	0	0	0	2,275
Auto & Truck Expense	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	450,000
Repairs & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
Radio & GPS Tracking	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	1,850	22,200
Postage & Courier	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Uniforms/Laundry	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Forms & Printing	0	0	0	0	0	0	0	0	0	0	0	0	0
Outside Services/Data Process	27	27	27	27	27	27	27	27	27	27	27	27	324
Miscellaneous	475	475	475	475	475	32	32	32	32	32	32	32	2,599
EDP & Accounting	380	380	380	380	380	380	380	380	380	380	380	380	4,560

Goods & Services - SmartDrive	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	28,800

2015 VALET EXPENSES	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
Payroll	65,647	67,313	67,313	67,529	65,860	65,860	65,860	66,529	65,860	67,029	65,860	66,529	797,190
Vacation	1,666	1,666	1,666	1,672	1,672	1,672	1,672	1,672	1,672	1,672	1,672	1,672	20,043
Payroll Taxes	6,731	6,898	6,898	6,920	6,753	6,753	6,753	6,820	6,753	6,870	6,753	6,820	81,723
401K	20	21	21	21	20	20	20	20	20	21	20	20	245
Workers Comp	4,779	4,898	4,898	4,913	4,795	4,795	4,795	4,842	4,795	4,878	4,795	4,842	58,024
Health & Welfare	3,500	3,500	3,500	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	3,675	43,575
Personnel Selection	120	120	120	120	120	120	120	120	120	120	120	120	1,440
Training & Education	10	10	10	10	10	10	10	10	10	10	10	10	120
Drug Screen/Criminal	20	20	20	20	20	20	20	20	20	20	20	20	240
Uniforms	650	650	650	650	650	650	650	650	650	650	650	650	7,800
Supplies & Materials	460	460	460	460	460	460	460	460	460	460	460	460	5,520
Misc / Signage	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Tickets	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	1,458	17,496
Forms & Printing	43	43	43	43	43	43	43	43	43	43	43	43	516
Outside Services/Data Process	0	0	0	0	0	0	0	0	0	0	0	0	0
Outside Services	10	10	10	10	10	10	10	10	10	10	10	10	120
Postage/Courier	0	0	0	0	0	0	0	0	0	0	0	0	0
EDP & Accounting	145	145	145	145	145	145	145	145	145	145	145	145	1,740

EXHIBIT 1

	FY15 Operating Budget (October 1, 2016 - September 30, 2017)		
	IDENTIFY OPERATING BUDGET AREA HERE *(i.e. Self Park, Park Ride or Valet)*	**FY16 Proposed Employees**	**FY16 Proposed Budget**
1.00	**PAYROLL**		
	Management: *List itemized proposed management staffing*		
	Sub-Total	0	$0.00
	Non-Management: *List itemized proposed non-management staffing*		
	Sub-Total	0	$0.00
	TOTAL PAYROLL	**0**	**$0.00**
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes: *FICA* *Unemployment* *Worker's Compensation*		
	Sub-Total		$0.00
	Benefits: *List itemized associated benefits*		
	Sub-Total		$0.00
	Insurance: *Workers Compensation*		
	Sub-Total		$0.00
	TOTAL TAXES, BENEFITS, & INSURANCE		**$0.00**
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies *Janitorial Supplies* *SmartDrive cameras for inside the shuttles*		
	Sub-Total		$0.00
	Equipment Maintenance / Leasing		
	Sub-Total		$0.00
	Uniforms		
	Sub-Total		$0.00
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		**$0.00**
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		

	Long Distance Service *CCTV / Intercom Maintenance (est. six cameras and a recorder)* *Cell Phones (no more than two)* *Internet Connectivity*	
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM	**$0.00**
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**	
	Revenue Control System Supplies (Consumables)	
	Sub-Total	$0.00
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES	
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**	
	Armored Car Service *Postage* *Printing*	
	Sub-Total	$0.00
	Human Resource Training / Tests *Time Recording System* *Automated Payroll processing*	
	Sub-Total	$0.00
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING	**$0.00**
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMINT FEES**	
	Shuttle Repairs / Preventive Maintenance *Dynamic Signage / Maintenance*	
	Sub-Total	$0.00
	Vehicle Maintenance *Automotive Equipment and supplies*	
	Sub-Total	$0.00
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES	**$0.00**
8.00	**CONTINGENCIES**	
	Miscellaneous Expenses / Projects *Emergency Services / Labor / Parts*	
	TOTAL CONTINGENCIES	**$0.00**
9.00	**SUB-CONTRACTED SERVICES**	

	Identify and itemize budget for applicable sub-contracted services (i.e. security, valet services, etc.)	
	TOTAL SUB-CONTRACTED SERVICES	**$0.00**
10.00	**MANAGEMENT FEE**	
	Administrative Management Fee	
	TOTAL MANAGEMENT FEE	**$0.00**
11.00	**OTHER EXPENSES**	
	Credit Card Settlement Charges Credit Card Chargebacks Bank Service Charges	
	TOTAL OTHER EXPENSES	**$0.00**
	GRAND TOTAL EXPENSES	**$0.00**

City of Austin

ABIA PARKING Strategic Goals

Austin-Bergstrom International Airport

ABIA Parking Strategic Goals

- ❑ Increase ABIA Parking market share
- ❑ Improve customer experience
- ❑ Increase the net profit of the ABIA Parking operation
- ❑ Improve the efficiency of the ABIA Parking operation

Increase ABIA Parking market share

- ABIA Parking brand recognition.
- ABIA Parking products.
- Value-added services.

Improve customer experience

- Innovative services.
- Customer feedback mechanisms.
- Loyalty program.
- Customer Service Plan.

Increase the net profit of the ABIA Parking operation

- Pricing
- Marketing Program
- Revenue enhancement strategies
- Cost containment strategies

Improve the efficiency of the ABIA Parking operation

- Operational enhancements
- Environmental initiatives
- Technology
- Capacity

Austin-Bergstrom
International Airport

Terminal
Ramp
Mid-Field Cross taxiways
Aircraft Ln
Maintenance
Ramp

Gate One
Ramp Access
Aircraft
Hardstand
Parking Spots
1E
1C
1D
1B
1A

Vendor Code	M/WBE	G	Ethnicity	Vendor Name	Vendor DBA	Address	City	State	Postal Code	Location	Phone	Fax	Email
V00000900787	MDB	M	Asian	3T Federal Solutions LLC	3T Federal	Ste B	Austin	Tx	78721	AU	888-738-6723 1	8887892444	sales@3tfederal.com
V00000909286	WB	F	Caucasian	ACW Solutions INC	Buildingstars of Austin	#401	Austin	Tx	78754	AU	512-925-0750		awright@buildingstars.com
V00000919771	MWDB	F	Hispanic	ALL STAR BODY SHOP, LLC.		833 Sagebrush Drive	Austin	Tx	78758	AU	5128367827	5128367828	allstarbodyshop1@gmail.com
V00000914447	MB	M	Hispanic	Armando Rayos	Mando Rayo + Collective LLC	2819 Lyons Road	Austin	Tx	78702	AU	5127850447		armandorayo@gmail.com
VS0000018045	MWDB	F	Hispanic	B.I.T CONSTRUCTION SERVICES INC	B.I.T CONSTRUCTION	7103 E Riverside Dr	Austin	Tx	78741	AU	512-258-5336	512-258-5072	britanie@bitservicesinc.com
REA7089305	WB	F	Caucasian	BETTY ROGERS	REACH OUT	6810 Miranda Dr	Austin	Tx	78752-3118	AU	512-453-0177		Betty@BettyRogers.com
V00000917827	MWDB	F	Hispanic	BUSINESS & FINANCIAL MANAGEMENT SOLUTIONS LLC		Po Box 151708	Austin	Tx	78715-1708	AU	512-366-8183		mara.ash@bafsolutions.com
V00000908007	MWB	F	Hispanic	Beatriz Noriega Antonioli	Focus Latino	720 Barton Creek Blvd	Austin	Tx	78746	AU	512-306-7393	5123286844	bnoriegafocuslatino@austin.rr.com
V00000929034	MWDB	F	African American	Buffalo Cloud Consulting LLC		Po Box 144132	Austin	Tx	78714	AU	5122154436		buffalocloudconsulting@yahoo.com
V00000931472	MWB	F	African American	CECLIE NORTON	CAMRA UNLIMITED	14703 Highsmith St	Austin	Tx	78725	AU	5127433318		ceclie.norton@gmail.com
CRE8308315	WB	F	Caucasian	CREATIVE HEADS ADVERTISING INC		7301 Ranch Rd. 620n, Ste. 155-358	Austin	Tx	78726	AU	512-474-5775	512-369-1861	411@creativeheadsadv.com
VS0000006283	WDB	F	Caucasian	Carter Transportation Services Inc.	SUPERSHUTTLE OF AUSTIN	Po Box 728	Del Valle	Tx	78617	AU	512-929-3900 117	5125197995	kcarter@supershuttle.net
VS0000010052	WDB	F	Caucasian	Concept Development & Planning, LLC		P.O. Box 5459	Austin	Tx	78763-5459	AU	512-533-9100 12	512-533-9101	agray@cdandp.com
VS0000024713	MDB	M	Hispanic	Cultural Strategies Inc.	Cultural Strategies	3300 Bee Cave Rd. #650-1136	Austin	Tx	78746	AU	512-501-4971 701	512-501-4971	spuente@cultural-strategies.com
DAW7009930	MDB	M	Hispanic	D & A WIRE ROPE INC	D & A WIRE ROPE	3400 E Cesar Chavez St	Austin	Tx	78702	AU	512-385-6190	512-389-2211	sales@dawirerope.com
V00000931051	MDB	M	Hispanic	DAVID VINCENT HIRSCH	SERENITY SELLS	8548 N Lamar Blvd Apt 3212	Austin	Tx	78753	AU	5125777484		sales@scoot-tours.com
AUS0504250	WB	F	Caucasian	DEBORA WITT JONES	AUSTINTATIOUS ADVERTISING	10816 Crown Colony Dr., Suite 208	Austin	Tx	78747	AU	512-447-7666	512-442-8828	TATIOUS@AOL.COM
DIV7121490	MDB	M	Hispanic	DIVERSIFIED COMPUTER SUPPLIES INC	PROFORMA DIVERSIFIED CORPORATE SOLUTIONS	6800 Westgate Blvd. Ste. 132 - 474	Austin	Tx	78745	AU	512-452-4414	512-452-5682	luis.ostos@proforma.com
V00000913996	WDB	F	Caucasian	Deborah D Pedigo	Pedigo Staffing Services	Suite 3012	San Antonio	Tx	78233	TX	2104014501	2103967306	debbiep@pedigostaffing.com
VS0000007703	MB	M	African American	Delfred Hastings	Just A Touch Cleaning Service	Po Box 15776	Austin	Tx	78761	AU	512-933-0621		delfred202@hotmail.com
V00000919050	WDB	F	Caucasian	Demand Lighting USA Inc	Demand Lighting	8027 Exchange Drive Suite D	Austin	Tx	78754	AU	512-822-9355		garymorrissey@demandlighting.com
V00000911015	WB	F	Caucasian	Derrah Morrison Enterprises, LLC	DME, LLC	Bldg 2 Ste 208	Cedar Park	Tx	78613	AU	512-879-3088		cderrah@dme-vet.com
V00000925224	MB	M	African American	Dyron L Jolly	InCon LLC	400 N Ervay St #130874	Dallas	Tx	75313	TX	2146249824		dyron.jolly@inconllc.com
V00000915671	MDB	M	African American	EDDIE B HURST JR	THE CAD MAN DESIGN & BUILDING GRP (TCM)	1603 Gouda Ct	Cedar Park	Tx	78613	AU	512-260-7035		eddietcm@austin.rr.com
VS0000026197	MWDB	F	Hispanic	EQ CONSULTANTS GROUP		12329 Double Tree Lane	Austin	Tx	78750	AU	512-827-8468		elizabeth.quintanilla@gmail.com
V00000919934	MWB	F	Hispanic	EXPRESS COMMERCIAL CLEANING INC		2255 Cr 172 Ste 301	Round Rock	Tx	78681	SL	5129194333	5122874258	info@expresscommercialcleaning.com
FMW1899500	WB	F	Caucasian	FMW DISTRIBUTORS INC		58 Brookgreen Cir S	Montgomery	Tx	77356-8360	TX	936-449-6059	936-449-6907	fran@fmw411.com
GIL7083780	MWDB	F	African American	GILBREATH COMMUNICATIONS INC		Po Box 941449	Houston	Tx	77094-8449	TX	281-649-9595	281-752-6899	AUDREY@GILBCOMM.COM
VS0000008581	MDB	M	Asian	GLOBAL ENGINEERS INC	GLOBAL ENGINEERS & CONTRACTORS	4219 Pebblestone Trl	Round Rock	Tx	78665-5027	AU	512-417-3172	512-246-2212	munirmkhan@gmail.com
V00000930006	MDB	M	Native American	GOVERNMENT INTERIOR SOLUTIONS INC	PDN GROP	Po Box 160416	Austin	Tx	78716-0416	AU	5127613375	5018013743	lincoln@pdngroup.com
VS0000034721	MB	M	African American	Garry W Simples	Black Diamond Limousine	7005 Timarou Terrace	Austin	Tx	78754	AU	512-799-2159	512-478-6952	garrysimples@yahoo.com
V00000919578	MDB	M	African American	Harry Jarbath	Sanitary Clean	2303 Rr 620 South Ste. 135-127	Austin	Tx	78734	AU	5127790713		harry@sanitaryclean.com
V00000927612	WMDB	F	Asian	IVY LE	AMERICAN DREAM DESIGN AND PRINT SHOP / 9TERRAINS	3220 Duval Rd #2003	Austin	Tx	78759	AU	5129637807		ivy@9terrains.co
VC0000102123	WDB	F	Caucasian	JANKEDESIGN INC		1100 W 6th St	Austin	Tx	78703	AU	512-329-8343	512-329-6195	KJANKE@JANKEDESIGN.COM
V00000917174	MDB	M	African American	JN3 Global Enterprises LLC	Excel Global Partners LLC	Suite #150	Austin	Tx	78730	AU	512-501-1155		jnowlin@excelglobalpartners.com

VS0000031989	MB	M	African American	JTE COMPANY LLC		Po Box 3605	Pflugerville	Tx	78691	SL	512-934-1905	5129909850	jtecollc@gmail.com
KEY8318428	WDB	F	Caucasian	KEYSTAFF INC		Po Box 9664	Austin	Tx	78766-664	AU	512-470-4958	512-323-6055	AMY@KEYSTAFFINC.COM
KLE2733900	WB	F	Caucasian	KLEAN IMAGE SERVICE SPECIALIST		13498 Pond Springs Rd. Bldg. A	Austin	Tx	78729-	AU	512-258-7003	512-250-1225	GINNY@KISSCLEANING.COM
VS0000035647	MWDB	F	Native American	KLP Commercial, L.L.C.		400 W. Main Street, Suite 100	Round Rock	Tx	78664	SL	512-571-0477	5122554032	np@klpcommercial.com
LAU8322378	WB	F	Caucasian	LAURA R CARROLL	LAURA RAUN PUBLIC RELATIONS	111 W 8th St	Austin	Tx	78701	AU	512-583-0929	5122368890	LAURA@RAUNPR.COM
LEN8317478	WB	F	Caucasian	LENTZ GROUP INC (THE)		1111 N Loop West, Ste 720	Houston	Tx	77008	TX	713-864-2623	713-864-7430	ruthh@lentzgroup.com
LON7144450	WDB	F	Caucasian	LONGHORN OFFICE PRODUCTS INC	Longhorn Office Products	Suite 109	Austin	Tx	78758	AU	512-672-4567	512-672-4444	MWINKLER@LONGHORNOP.COM
VC0000101540	WB	F	Caucasian	LORI BRAUN	BRAUN DESIGN	4415 Sinclair Avenue	Austin	Tx	78756	AU	512-554-9322		lori@loribraun.com
FLO7135160	MWDB	F	Hispanic	LORRAINE FLORES	SPARKLES TRUCKING	952 Skyline Rd	Dale	Tx	78616-2442	SL	512-844-6461	512-243-1851	
V00000916533	MDB	M	Hispanic	Luis Pablo Martinez	Virtuin	7604 Orrick Drive	Austin	Tx	78749	AU	312-730-3613		luis@virtuinstrategy.com
MBA8306200	WDB	F	Caucasian	M B A MAINTENANCE INC		201 Hyview Lane	Hutto	Tx	78634	SL	512-844-5837	512-369-3100	mbamaintenance@sbcglobal.net
INF2505500	MWB	F	Hispanic	MARTHA P COTERA	INFORMATION SYSTEMS DEVELOPMENT	1502 Norris Dr	Austin	Tx	78704-2021	AU	512-444-7595	512-444-8431	
HUR7051205	MB	M	African American	P D MORRISON ENTERPRISES INC	PDME INC	1120 Toro Grande Blvd. Bldg 2#208	Cedar Park	Tx	78613-6973	AU	512-335-7173	512-219-0901	mro@pdme.com
BAT7095440	MDB	F	Asian	PATEL ASSOCIATES INC	BATTERIES + BULBS	7915 Burnet Rd	Austin	Tx	78757-8115	AU	512-419-7587	512-419-1430	sales142@batteriesplus.net
VS0000000829	WDB	F	Caucasian	Patricia K White	M S Supply	9901 Brodie Ln. Ste 160-284	Austin	Tx	78748	AU	512-280-8911	866-260-4265	MSsupply@austin.rr.com
GON8312820	MB	M	Hispanic	R W GONZALEZ OFFICE PRODUCTS INC	GONZALEZ OFFICE PRODUCTS	2929 Longhorn Blvd Ste 106	Austin	Tx	78758	AU	512-300-2300 6622	512-300-2500	pam@gonzalezop.com
V00000905453	MB	M	Asian	RE:CREATIVE LLC		2926 Grimes Ranch Road	Austin	Tx	78732	AU	512-551-0688 101	5125510688	johnny@recreative.com
VS0000024712	MDB	M	Hispanic	RICHARD VERA	MINGOS BODY SHOP	815 Mcphaul St	Austin	Tx	78758	AU	512-836-0600	5128362562	mingosbodyshop@aol.com
VS0000024284	MB	M	Hispanic	ROBERT OCHOA	JK COMMERCIAL CLEANING	Po Box 91121	Austin	Tx	78709	AU	512-228-1837	5125820690	rochoa@jkcleaning.org
VS0000012578	WDB	F	Caucasian	Rifeline, LLC	Rifeline	1214 W. 5th Street Suite C	Austin	Tx	78703	AU	5127979019		lrife@rifeline.com
VS0000034071	WDB	F	Caucasian	S E Packages Inc	Tres Mujeres Construction	2105 Fair Oaks Dr	Austin	Tx	78745	AU	512-269-2546		spack@tres-mujeres.com
VS0000019303	MDB	M	African American	SIMPLY KLEAN LLC		Po Box 200522	Austin	Tx	78727	AU	8009910971	8009910971	mario@simplyklean.us
SNA8315942	MDB	M	African American	SNAP MANAGEMENT GROUP INC		6928 Robert Dixon Dr	Austin	Tx	78749-2218	AU	512-899-8788	512-474-8788	Darrell@snapmgt.com
COO8314787	MDB	M	African American	STEVEN L COOK	COOK'S CARPET CLEANING AND FLOORS	12305 Granton Cove	Manor	Tx	78653	AU	512-374-0326	512-220-6886	
VC0000103179	WDB	F	Caucasian	SUE ELLEN JACKSON	SUE ELLEN JACKSON MARKETING & COMMUNICATIONS	8827 Silverarrow Circle	Austin	Tx	78759	AU	512-345-5259	512-345-1458	SEJACKSON@AUSTIN.RR.COM

VS0000036565	WDB	F	Caucasian	SUSAN JAHNS MOORE	WEST END MARKETING AND COMMUNICATIONS	9800 La Jolla Drive	Austin	Tx	78733	AU	5129706028		susan@westend-marketing.com
V00000916781	MWB	F	African American	ScribeComm, LLC		109 Wimberley St	Hutto	Tx	78634	SL	512-222-5580	5126423255	jibaker@scribecomm.net
VS0000030065	MWDB	F	Asian	Shaila M Abdullah		8408 Dulac Drive	Austin	Tx	78729	AU	512-924-7674		shailaabdullah@gmail.com
VS0000034209	MDB	M	Asian	Soal Technologies, LLC.		8801 Research Blvd. Ste 104	Austin	Tx	78758	AU	5124130397	8665164415	amoledina@soaltech.com
TEC8316580	MDB	M	Asian	TECHPEOPLE.US INC		1508 Dessau Ridge Lane Ste 703	Austin	Tx	78754	AU	512-989-5959 200	5126174163	raul.gonzales@techpeople.us
TEX8311381	MDB	M	Hispanic	TEXAS GOVLINK INC		1304 West Ave Ste 200	Austin	Tx	78654-1716	SL	512-474-1847	512-474-1769	MARIANO@TEXASGOVLINK.COM
JDD8319975	MDB	M	African American	TFOM CORPORATION		1106 Clayton Lane Ste # 208e	Austin	Tx	78723	AU	512-374-9167	512-374-9157	TERRYLC@JDDAINC.COM
VS0000018476	WB	F	Caucasian	THE AMPERSAND AGENCY INC	The Ampersand Agency	1011 San Jacinto Blvd. Suite 303	Austin	Tx	78701	AU	5124623366	5123220723	jeffm@ampersandagency.com
ETM1783000	MDB	M	African American	THOMAS DUKES	E&T MASONRY CONCTRUCTION COMPANY	9905 Fm 973 North	Manor	Tx	78653	AU	512-272-4551	512-272-4546	ETMASONRY@EARTHLINK.NET
TRI8306297	MDB	M	African American	TRIAD BUILDING MAINTENANCE	NEELY, ADRIAN L	Po Box 140631	Austin	Tx	78714-0631	AU	512-385-1189	512-385-0317	a.neely@triadsvcs.com
TSG8306690	WDB	F	Caucasian	TSGI INC	TSGI	1306 W Anderson Lane Ste #C	Austin	Tx	78757	AU	512-832-5300	512-832-5346	rvela@sedonagroup.com
V00000911108	WDB	F	Caucasian	Taylor Collective Solutions, LLC		1524 S. Ih-35, Suite 200	Austin	Tx	78704	AU	512-465-2162		kim@taylorcollective.com
V00000921795	WB	F	Caucasian	Texas Best Construction Clean		1712 East Riverside Dr #104	Austin	Tx	78741	AU	5129479817		amy@txbestcc.com
VS0000003166	WDB	F	Caucasian	The Conrado Group, Inc.	Marketing Edge Ventures	2126 Simbrah Drive	Cedar Park	Tx	78613	AU	512-219-0996		jerri@marketingedgeventures.com
V00000900595	MWB	F	African American	Unity Cleaning LLC		Po Box 142214	Austin	Tx	78714	AU	512-762-1577	5128211059	unitycleaningllc@yahoo.com
VQU8311038	WB	F	Caucasian	V-QUEST OFFICE MACHINES & SUPPLIES LTD		4159-A E University	Georgetown	Tx	78626	SL	512-763-8800	512-763-8803	SALES@V-QUESTTX.COM
VES7132215	WDB	F	Caucasian	VESTA REA & ASSOC L L C		Po Box 73643	Houston	Tx	77273-0643	TX	281-376-4202	281-376-1533	martha@vestarea.com
VS0000006470	MWB	F	Hispanic	Villafana Enterprises Incorporated	Modcat Design	2616 Glen Field Drive	Cedar Park	Tx	78613	AU	512-619-8911		mv@modcatdesign.com
V00000909501	MDB	M	African American	ZLynx Enterprise, Inc		6448 Highway 290 East, Suite E107	Austin	Tx	78723	AU	512-451-8828 203	5124518758	clarence_williams@reliefenterprise.org

Supervisors

	Shift	SUN	MON	TUE	WED	THUR	FRI	SAT
Senior	B	8	8	8			8	8
Senior	C	8			8	8	8	8
Valet	A		8	8	8	8	8	
Valet	A	8	8	8	8			8
Valet	B		8	8	8	8	8	
Valet	B	8	8	8	8			8
Valet	C		8	8	8	8	8	
Plaza	A	8	8	8			8	8
Plaza	A	8	8	8	8	8		
Plaza	A	8			8	8	8	8
Plaza	A		8	8	8	8	8	
Plaza	B	8			8	8	8	8
Plaza	B	8	8			8	8	8
Plaza	B	8	8	8	8			8
Plaza	B		8	8	8	8	8	
Plaza	C	8	8	8	8	8		
Plaza	C	8	8			8	8	8
Plaza	C	8	8	8	8	8		
Plaza	C			8	8	8	8	8

VALET / CASHIERS

NAME	TIME	SUN	MON	TUE	WED	THUR	FRI	SAT
VALET	A		8	8	8	8	8	
VALET	A	8	8	8	8	8		
VALET	A	8	8			8	8	8
VALET	A	8	8	8	8			8
VALET	A		8	8	8	8	8	
VALET	A	x			x	x	x	x
VALET	A			8	8	8	8	8
VALET	A		8	8	8	8	8	
VALET	A			8	8	8	8	8
VALET	A	8	8	8	8	8		
VALET	A	8	8	8			8	8
VALET	A		8	8	8	8	8	
CASHIER	A	8			8	8	8	8
CASHIER	A			8	8	8	8	8
CASHIER	A	8	8	8	8			8
CASHIER	A	8	8	8	8	8		
CASHIER	A			8	8	8	8	8
CASHIER	A		8	8	8	8	8	
CASHIER	A		8	8	8	8	8	
CASHIER	A	8	8			8	8	8
CASHIER	A	8	8	8	8			
CASHIER	A			8	8	8	8	8
CASHIER	A	8			8	8	8	8
CASHIER	A	8	8	8			8	8
VALET	B		8	8	8	8	8	
VALET	B	8	8	8	8	8		
VALET	B	8	8	8			8	8
VALET	B	8	8	8	8			8
VALET	B		8	8	8	8	8	
VALET	B	8	8			8	8	8
VALET	B	8			8	8	8	8
VALET	B		8	8	8	8	8	
VALET	B	8			8	8	8	8
VALET	B	8	8	8			8	8
CASHIER	B		8	8	8	8	8	
CASHIER	B			8	8	8	8	8
CASHIER	B	8	8			8	8	8
CASHIER	B	8	8	8			8	8
CASHIER	B	8	8	8	8			8
CASHIER	B	8	8	8	8	8		
CASHIER	B	8	8	8	8	8		
CASHIER	B	8			8	8	8	8
CASHIER	B	8	8			8	8	8
CASHIER	B	8	8	8			8	8
CASHIER	B	8	8	8	8			8
CASHIER	B	8	8	8	8			8
CASHIER	B	8	8	8	8	8		
CASHIER	B		8	8	8	8	8	

VALET	C	8			8	8	8	8
VALET	C	8	8	8	8	8		
VALET	C	8	8	8			8	8
CASHIER	C		8	8	8	8	8	
CASHIER	C	8	8	8	8	8		
CASHIER	C	8			8	8	8	8
CASHIER	C	8	8			8	8	8
CASHIER	C	8	8	8			8	8
CASHIER	C	8	8	8	8			8
CASHIER	C			8	8	8	8	8
CASHIER	C	8	8	8	8	8		
CASHIER	C		8	8	8	8	8	
CASHIER	C			8	8	8	8	8
CASHIER	C	8	8			8	8	8
CASHIER	C	8	8	8	8			8
INVENTORY	C		8	8	8	8	8	
INVENTORY	C	8	8			8	8	8
INVENTORY	C	8	8	8	8	8		
INVENTORY	C	8	8	8	8			8
INVENTORY	C	8			8	8	8	8
INVENTORY	C			8	8	8	8	8
INVENTORY	C	8	8	8	8	8		

DRIVERS / MAINTENANCE / CS / FLAGGING

NAME	TIME	SUN	MON	TUES	WED	THURS	FRI	SAT
SUPERVISOR	A		8	8	8	8	8	
SUPERVISOR	A	8						8
DRIVER	A		8	8	8	8	8	
DRIVER	A		8	8	8	8	8	
DRIVER	A		8	8	8	8	8	
DRIVER	A		8	8	8	8	8	
DRIVER	A	8			8	8	8	8
DRIVER	A	8						8
DRIVER	A	8						8
DRIVER	A	8	8			8	8	8
DRIVER	A				8	8	8	
DRIVER	A			8	8	8	8	8
DRIVER	A	8	8	8	8			8
DRIVER	A		8	8	8	8	8	
DRIVER	A			8	8	8	8	8
DRIVER	A	8	8	8	8			8
DRIVER	A	8			8	8	8	8
DRIVER	A		8	8	8	8	8	
DRIVER	A		8	8	8	8	8	
DRIVER	A	8			8	8	8	8
DRIVER	A	8						8
DRIVER	A	8						8
DRIVER	A	8						8
DRIVER	A	8	8			8	8	8
DRIVER	A	8	8			8	8	8
DRIVER	A		8	8	8			
DRIVER	A	8	8	8			8	8
DRIVER	A		8	8	8	8	8	
DRIVER	A	8	8	8	8	8		
DRIVER	A		8	8	8	8	8	
DRIVER	A	8	8	8	8	8		
SUPERVISOR	B		8	8	8	8	8	
SUPERVISOR	B	8						8
DRIVER	B	8	8	8			8	8
DRIVER	B		8	8	8	8	8	
DRIVER	B	8			8	8	8	8
DRIVER	B	8	8			8	8	8
DRIVER	B			8	8	8	8	8
DRIVER	B		8	8	8	8	8	
DRIVER	B			8	8	8	8	8
DRIVER	B	8					8	8
DRIVER	B	8	8	8	8	8		
DRIVER	B		8	8	8	8	8	
DRIVER	B	8						
DRIVER	B	8	8	8	8	8		
DRIVER	B	8	8	8			8	8
DRIVER	B	8	8	8			8	8
DRIVER	B	DISP	8	8	8			DISP
DRIVER	B	8	8			8	8	8
DRIVER	B	8	8					
DRIVER	B	8						8
DRIVER	B	8	8	8	8	8		
DRIVER	B		8	8	8	8	8	
DRIVER	B			8	8	8	8	8
DRIVER	B	8	8			8	8	8
DRIVER	B	8	8	8	8			8
DRIVER	B	8						8
DRIVER	B	8	8	8	8			8
DRIVER	B			8	8	8	8	8
DRIVER	B		8	8	8	8	8	
DRIVER	B	8	8	8	8	8		

SUPERVISOR	C	8	8	8	8	8		
SUPERVISOR	C						8	8
DRIVER	C		8	8	8	8	8	
DRIVER	C		8	8				
DRIVER	C	8			8	8	8	8
DRIVER	C	8	8	8	8			8
DRIVER	C	8			8	8	8	8
DRIVER	C	8	8	8	8			8
DRIVER	C	8	8	8	8	8		
DRIVER	C		8	8	8	8	8	
DRIVER	C	8					8	8
DRIVER	C			8	8	8	DISP	DISP
DRIVER	C	8	8	8			8	8
DRIVER	C	8	8			8	8	8
DRIVER	C	8	8	8			8	8
DRIVER	C	8	8	8	8	8		
DRIVER	C	8			8	8	8	8
DRIVER	C	8	8	8			8	8
DRIVER	C		8	8	8	8	8	
DRIVER	C	8	8	8	8			8
DRIVER	C	8	8	8	8			8
DRIVER	C	8	4.5			4.5	4.5	4.5
SR SUP / MAINT	A		8	8	8	8	8	
MAINT/CS	A		8	8	8	8	8	
MAINT/CS	A	8	8	8	8			8
MAINT/CS	A	8			8	8	8	8
MAINT/CS	A		8	8	8	8	8	
MAINT/CS	A		8	8	8	8	8	
MAINT/CS	B		8	8	8	8	8	
MAINT/CS	B	8			8	8	8	8
MAINT/CS	B	8	8	8			8	8
MAINT/CS	B	8	8	8	8			8
MAINT/CS	C	8	8	8	8	8		
MAINT/CS	C			8	8	8	8	8
MAINT/CS	C	8			8	8	8	8
MAINT/CS	C	8	8	8			8	8
TRAINER/SUPERVISOR	A		8	8	8	8	8	
FLAGGER	A		8	8	8	8	8	
FLAGGER	A		8	8	8	8	8	
FLAGGER	A		8	8	8	8	8	
FLAGGER	A		8	8	8	8	8	
FLAGGER	A		8	8	8	8	8	
FLAGGER	A		8	8	8	8	8	
SUPERVISOR - FLAG	B		8	8	8	8	8	
FLAGGER	B		8	8	8	8	8	
FLAGGER	B		8	8	8	8	8	
FLAGGER	B		8	8	8	8	8	
FLAGGER	B		8	8	8	8	8	
FLAGGER	B		8	8	8	8	8	

ORIGINAL

PUBLIC AUTOMOBILE PARKING FACILITIES AND SHUTTLE BUS MANAGEMENT AGREEMENT
AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

THIS MANAGEMENT AGREEMENT is made and entered into as of the 1st day of October, 2009 between the City of Austin, Texas, acting through its Executive Director of the Department of Aviation, and AMPCO System Parking, a California corporation, a subsidiary of ABM Industries, Incorporated.

WHEREAS:

- The City owns and operates Austin-Bergstrom International Airport.
- The City has selected Ampco System Parking to manage the public automobile parking facilities and shuttle buses at the Airport utilizing a Request for Proposals.

NOW, THEREFORE, for and in consideration of the fees, covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 **"ACDBE"** means the Airport Concession Disadvantaged Business Enterprise program, the program required under 49 CFR Part 23 whereby qualified disadvantaged business enterprises are granted an opportunity to participate in Airport concession contracts.

1.2 **"Agreement"** means this Public Automobile Parking Facilities and Shuttle Bus Management Agreement.

1.3 **"Airport"** means the Austin-Bergstrom International Airport.

1.4 **"Applicable Law"** means all applicable federal, state and local laws, codes, ordinances, rules, regulations, judgments, decrees, or directives of any Governmental Authority having jurisdiction over the Airport, the Parking Facilities, or Company.

1.5 **"City"** means the City of Austin, a Texas home-rule municipal corporation.

1.6 **"Company"** means AMPCO System Parking and its permitted subcontractors, successors or assigns.

1.7 **"Contract Year"** means a period of twelve months commencing on the Effective Date, or anniversary of the Effective Date.

1.8 **"Customer"** means a person who uses the Airport Parking Facilities.

1.9 **"Daily Receipts"** means all monies, cash or credit, paid or payable for parking services in a twenty-four (24) hour period commencing at 12:00 a.m., and other authorized revenue-generating activities such as abandoned car sales and State sales tax.

1.10 **"Department"** means the City of Austin Department of Aviation.

1.11 **"Director"** means the official appointed by the City Manager or other lawful authority to serve as the head of the Department of Aviation, or the Director's designee.

1.12 **"Effective Date"** means October 1, 2009.

1.13 **"Governmental Authority"** means any governmental, judicial or administrative entity, body or authority.

1.14 **"Headways"** means the maximum time a parking lot patron will wait for Shuttle Bus pick-up at designated locations.

1.15 **"Gross Receipts"** means all parking fees and charges collected or should have been collected or due hereunder by Company resulting from the parking or storing of vehicles on Airport Parking Facilities.

1.16 **"Parking Facilities"** means the Airport public and employee surface parking lots and parking garage, as defined in Section 3 below and depicted on **Exhibit A**, attached hereto and made a part hereof, together with all improvements thereto.

1.17 **"Parking Fee Schedule"** means the schedule of fees and rates established by the City from time to time for the privilege of parking in the Parking Facilities.

1.18 **"Parking Program Manager"** means the City employee designated to coordinate Airport parking activities.

1.19 **"Premises"** means the space provided Company in the Parking Administration building as shown in **Exhibit B** and the offices at the toll plazas.

1.20 **"Procedures Manual"** means the approved, written procedures and standards for the management and operation of the Parking Facilities prepared by the Company and approved by the Director.

1.21 **"Resident Manager"** means the Company's senior, full-time, local representative who will manage daily parking lot operations.

1.22 **"Revenue Control Equipment"** means all laser readers, computer workstations utilizing the computerized parking control system software, gates, gate controllers, cash auditing terminals, and ticket issuing machines owned by the City and used by the Company in operation of the Designated Parking Facilities.

1.23 **"Revenue Control System" or "RCS"** means the equipment and procedures developed by the City for the control and security of the revenue derived from operation of the Parking Facilities.

1.24 **"Revenue Control System Contractor"** means the contractor engaged by the City to provide and maintain the Revenue Control System.

1.25 **"Shuttle Bus"** means a bus, van or other motor vehicle used to transport Customers or employees between terminal building and Parking Facilities.

1.26 **"Shuttle Bus Cost"** means the airport Shuttle Bus operating costs, which include monthly lease or installment purchase payments, fuel, oil, tires, maintenance and repair, radio equipment, drivers' wages and benefits and other similar vehicle operating expenses, but excluding the cost to operate and maintain equipment installed and owned by Company;

1.27 **"Shuttle Bus System"** means the fleet of Shuttle Buses.

1.28 **"Staffing Schedule"** means the set of charts identifying the positions to be filled by personnel of the Company in performance of this Agreement and the minimum number of personnel that shall be working in each such position during each day of the week and

each clock hour of each such day, as agreed to by the Director, and incorporated into the Procedures Manual.

1.29 **"Valet Parking"** means the parking service in which (a) a customer delivers his or her vehicle into the care, custody, and control of Company at a designated valet drop-off location on the Airport, (b) Company personnel park the vehicle in a designated valet parking area, and (c) upon request by the customer, Company personnel return the vehicle to the customer at a designated valet parking pick-up location on the Airport.

2. TERM

2.1 **Initial Term.** The Agreement shall be effective as of the Effective Date and continue in force for a term of five (5) years ("Initial Term"), unless sooner terminated or extended in accordance with the terms and conditions of this Agreement.

2.2 **Renewal Terms.** Provided that Company is not in default, the parties may agree to extend the term of this Agreement on the same terms and conditions for up to two additional terms (each a "Renewal Term") of one (1) year each by written agreement executed at least six months prior to the end of the Initial Term, or first Renewal Term, as applicable. Neither party shall be under an obligation to agree to extend the Initial Term.

3. PARKING FACILITIES

The Parking Facilities consist of:

3.1 **Parking Garage**, a three story structure; with public parking in 2,447 spaces on floors one and two only. It is located north of the Terminal building as shown on Exhibit A.

3.2 **Lot A**, a paved, 1,819 space surface parking lot, located north of the parking garage, as shown on Exhibit A.

3.3 **Lot B**, a paved, 1,283 space surface parking lot, located north of Lot A, as shown on Exhibit A.

3.4 **Lot C**, a paved, 1,564 space surface parking lot, located east of long-term parking Lot B, as shown on Exhibit A.

3.5 **Lot D**, a paved, 1,422 space surface parking lot, located north of long- term parking Lot B, as shown on Exhibit A.

3.6 **Lot E**, a paved, 533 space surface parking lot, located east of long-term parking Lot D, as shown on Exhibit A.

3.7 **Lot F**, a paved, 1,073 space surface parking lot, located north of long-term parking Lot D, as shown on Exhibit A.

3.8 **Lot G**, a paved, 1,214 space surface parking lot, located east of long term parking Lot E and north of long-term parking Lot C, as shown on Exhibit A.

3.9 **Lot H,** a paved 450 space surface parking lot used for overflow parking located on Rental Car Lane, as shown on Exhibit A.

3.10 **Other**, such other garage or surface parking lot that the City develops at the Airport during

the term of this Agreement, and directs Company to manage.

4. RIGHTS, PRIVILEGES AND OBLIGATIONS OF COMPANY

4.1 **Management and Operation.** The City hereby grants to Company the right, and Company hereby assumes the obligation, to operate and manage the Shuttle Bus System and the Parking Facilities for the term of this Agreement.

A. Except as otherwise directed in writing by the Director, Company shall operate the Parking Facilities and Shuttle Bus System twenty-four (24) hours per day, every day of the year for so long as this Agreement remains in effect.

B. Company shall operate the Parking Facilities and Shuttle Bus System solely for Airport uses, and for no other purpose whatsoever, without the prior written consent of the Director.

4.2 **Purpose.** The City is entering into this Agreement to ensure that a high level of service is made available to Customers. Company shall manage, staff, maintain and operate the Parking Facilities in a first class manner in accordance with the terms, conditions and covenants of this Agreement, the Procedures Manual, Applicable Law, and best management practices in the industry. Company agrees that its operating budgets are, and shall be throughout the term of this Agreement, consistent with attaining the standards required in this Agreement. Company shall take all reasonable steps to ensure that prompt, courteous and efficient service is provided to all Customers. Company shall pay from its own operating funds, all necessary expenses incurred in the operation of the Parking Facilities, subject to reimbursement by the City in accordance with the provisions of Section 11 below.

4.3 **Valet Parking.** Company shall provide a full service Valet Parking operation at the Airport. Company shall provide all labor and other services necessary to operate the Valet Parking. The City will make available curb space on the terminal roadway for valet drop off, and space in the terminal parking garage, or other location, for storage of valet parked vehicles. The Department may terminate or suspend the Valet Parking operation at any time upon forty-five (45) days' prior written notice to Company.

4.4 **Entry and Exit Functions.** Company shall monitor and operate all entrances and exits to the Parking Facilities and shall perform cashier functions at all Parking Facilities in accordance with the Procedures Manual and reasonable instructions received from the Director.

4.5 **Traffic Management.** Company shall monitor and manage all traffic problems in the Parking Facilities by all necessary or reasonable means, including directing traffic, placing and removing cones or barricades and erecting or replacing delineators.

4.6 **Lot Inventory.** Company shall take nightly inventory of all vehicles in the Parking Facilities, except in any lot designated and exclusively used as an Employee Lot. Company shall take the nightly inventory in accordance with the Procedures Manual and the direction of the Director, using equipment provided by the City.

4.7 **License Plate Recognition.** If requested to do so by the Director, Company shall implement, operate, and maintain a License Plate Recognition (LPR) system using

equipment provided by the City.

4.8 **Revenue Control System.**

A. As of the Effective Date, the RCS is an Amano McGann on-line real-time parking management system designed specifically to accommodate the parking demands of the Airport parking environment.

B. The RCS is a credit card on file system requiring Payment Card Industry (PCI) compliance, which, as of the Effective Date, is being monitored through a third party consolidated security scanning service. The Company shall ensure compliance with PCI standards currently in effect and any revisions of the PCI standards implemented in the future by maintaining the existing service or providing a similar service acceptable to the City.

C. Company shall operate the Revenue Control System in each area of the Parking Facilities.

D. Company shall cooperate with and reasonably assist the Revenue Control System Contractor with revenue control system maintenance, trouble-shooting, and implementation of system upgrades.

E. The Revenue Control System includes components specially developed by or on behalf of the City, including, but not limited to software. Such components and software shall not be used, duplicated, reverse engineered, licensed, or sold without the express written consent of the City and the owner of the copyright or other intellectual property right to the Revenue Control System or any component or part thereof. Company shall execute such license agreements as may be required by the City or the owner of the copyright or other intellectual property right to the Revenue Control System, or any software or component or part thereof. COMPANY SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL CLAIMS OF COPYRIGHT INFRINGEMENT OR OTHER INTELLECTUAL PROPERTY CLAIMS OF ANY THIRD PERSON ARISING FROM COMPANY'S BREACH OF ITS OBLIGATIONS UNDER THIS SECTION. If Company develops any software or other product ("deliverable") at the City's expense for use in Company's operations under this Agreement, Company agrees that upon their creation, the deliverables shall be considered as work made-for-hire by Company for the City and the City shall own all copyrights in and to the deliverables; provided, however, that nothing in this section shall negate Company's sole or joint ownership of the deliverables arising by virtue of Company's sole or joint authorship of the deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, Company hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to the deliverables. With respect to work made-for-hire, Company agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by City, to City upon delivery of the deliverables to City or at such other time as City may request.

F. Company shall perform central computer monitoring functions of the Revenue

Control System as described herein and as otherwise directed by the Director. Company shall perform, at such frequency as the Director may direct, the following central computer monitoring functions: report initiation (print-out and storage media), collection, distribution and storage; data reconciliation and audit; video recording and video auditing; on-line transaction and other data queries, and communication with various City departments; and system status monitoring reporting and correction.

G. Company represents that it understands and is capable of efficiently operating the Revenue Control System, to its full capability, including license plate inventory and space control, that is in place on the Effective Date. Company shall fully cooperate with the City, if during the term of this Agreement, the City changes or replaces the Revenue Control System. The Company will train its employees in the proper use of the existing Revenue Control System or any other Revenue Control System that the City may have installed.

H. Company shall provide the following maintenance and repair services with respect to the Revenue Control Equipment:

1) replacement of gate arms,

2) loading tickets in dispensers,

3) clearing ticket jams,

4) correcting minor problems,

5) clearing jams in card readers and point of sale equipment, and

6) promptly report in writing any damage to the RCS, malfunctions, defects, and recurring maintenance problems with the Revenue Control Equipment to the Parking Program Manager and the Revenue Control System Contractor.

The cost of materials used by Company in performing RCS maintenance and repair shall be a reimbursable expense under Section 11.4; provided, however, any maintenance or repair required to be performed on the Revenue Control System as a result of damage caused by the Company's gross misuse, willful misconduct, abuse or negligent operation of the Revenue Control System shall be performed at the Company's sole cost and expense, and shall not be reimbursed by the City. In no event shall Company perform or cause to be performed any work on the Revenue Control System other than on Revenue Control Equipment.

4.9 **Revenue Handling and Accounting.** Company shall:

A. Collect parking fees from Customers, and remit such fees to the Department, as directed by the Director.

B. Perform accounting and on-site auditing for all parking revenues and accounts.

C. Maintain control and accountability, including proper procedures and controls for all ticketed, ticketless, and non-normal (exception and non-revenue) transactions.

4.10 **Procurement of Goods, Services and Equipment**

A. When instructed to do so in writing by the Director, Company agrees to procure goods, services, and equipment necessary or appropriate for the operation of the Parking Facilities on behalf of the City. In procuring such goods, services, and equipment, Company shall comply with all Applicable Law governing City procurements. Without limiting the general applicability of the foregoing sentence, all procurements over $50,000 must be solicited through competitive sealed bids or proposals in accordance with the requirements of Texas Local Government Code Chapters 252 or 271, as applicable. Notice of the solicitation must be given as provided in Texas Local Government Code Chapter 252. Unless Company is advised in writing that a procurement is exempt by law from the requirements of a competitive solicitation, or the requirement for competitive solicitation is waived by the Director, Company shall obtain at least three bids or proposals for all goods, services, or equipment procured by Company under this Agreement, regardless of the contract amount. Company shall evaluate all bids or proposals, and make a written recommendation to the Director as to which offer is the low responsive bid, or the best proposal, as applicable. The City shall make the final determination as to all contract awards. The Procedures Manual shall include detailed procedures for procuring common types of goods, services, and equipment required in the operation of the Parking Facility.

B. The cost of goods, services, and equipment procured by Company under this Section shall be passed through to the City without markup, except for Company's actual costs incurred in the procurement as authorized in advance by the Director, as reimbursable expenses pursuant to Section 11.2 or 11.4, as applicable, unless otherwise provided in this Agreement. The City shall be entitled to the benefit of any volume discount, rebate or other incentive granted to Company with respect to any purchase of goods or services for which it is reimbursed by the City.

C. The Director must approve in advance the term of any lease or installment purchase of goods, services, or equipment. If the term of any Director-authorized lease or installment purchase agreement extends past the expiration date of this Agreement, Company shall, upon expiration of this Agreement, assign all its rights and obligations in such lease or installment purchase agreement to the City or Company's successor as manager of the Parking Facilities, as instructed by the Director. All leases and installment purchase agreements entered into by Company under this Agreement must expressly pre-authorize an assignment by Company to the City or successor manager, without any additional consent of the lessor or lender, as applicable. The assumption of any lease or installment purchase agreement by the City or successor manager shall not relieve Company of any obligations incurred by Company prior to the effective date of the assignment to the City or successor manager.

D. If so instructed by the Director in writing, Company shall sell or dispose of surplus Parking Facility goods, equipment and vehicles in a manner determined by the Director, subject to Applicable Law. All proceeds of sale shall be the property of the City, and shall be remitted by Company to the City, less actual expenses of sale. Company may not sell or dispose of any Parking Facility goods, equipment or vehicles without the prior written consent of the Director.

E. All goods, services or equipment purchased by Company for which the City reimburses Company shall become property of the City immediately upon reimbursement. At any time during the term of this Agreement or thereafter, Company shall, upon the request of the Director, execute a bill of sale or such other document as the Director determines is appropriate and sufficient to vest title in or otherwise evidence ownership by the City. This provision shall survive expiration or termination of this Agreement.

4.11 **Construction Disruption.** During the term of this Agreement, there will be occasional disruption in portions of the Parking Facilities resulting from City-directed construction. Company acknowledges that such disruption will occur, agrees to cooperate with the City and any of the City's contractors or subcontractors to manage and minimize the disruptions in the Parking Facilities. Company will not be entitled to any additional Management Fee (as defined in Section 9.1) or other additional compensation as a result of such construction disruption.

4.12 **Frequent Parker Program.** Company shall administer the Department's frequent parker program in accordance with the Procedures Manual and instructions from the Director.

4.13 **Shuttle Bus Operations.**

A. The Company shall operate, maintain and repair the Shuttle Buses in accordance with this Agreement, the Procedures Manual, and the directions of the Director. The Company shall pay all Shuttle Bus Costs, subject to reimbursement by the City in accordance with Section 11.2.

B. Shuttle Buses shall be used to transport Customers between the surface parking lots and the Airport terminal, unless otherwise authorized in writing by the Director. In addition, the Company shall, if so instructed, provide Shuttle Bus services between any points on the Airport for any purpose identified by the Airport Director, including, but not limited to, transporting Customers and Airport employees during airport emergencies. The City reserves the right to separately contract for Shuttle Bus services between locations other than between the Parking Facilities and the Airport Terminal.

C. If requested by the Director, Company shall assist the City in procuring new or replacement Shuttle Buses, and in disposing of used or obsolete Shuttle Buses. Assistance in procurement may include recommending size, type and other specifications of Shuttle Buses, identifying potential vendors, assisting in the drafting of a solicitation to acquire Shuttle Buses, and assisting in the evaluation of bids or proposals. Company shall make written recommendations to the Director whether the Shuttle Buses should be leased, lease-purchased, purchased on installments, or purchased outright. The recommendations shall include estimated costs for each option. The Director shall have the final determination in all Shuttle Bus procurement decisions.

D. The Company shall operate Shuttle Buses along routes approved by the Director, and incorporated into the Procedures Manual.

E. All Shuttle Buses must use alternative fuels (to the extent such fuels are available), unless otherwise approved, in writing, by the Director. As used in this

section, "Alternative Fuels" is defined as provided in Title 10 CFR Part 490.2, which, as of the Effective Date, means methanol, denatured ethanol, and other alcohols; mixtures containing 85 percent or more by volume of methanol, denatured ethanol, and other alcohols with gasoline or other fuels; natural gas; liquefied petroleum gas; hydrogen; coal-derived liquid fuels; fuels (other than alcohol) derived from biological materials (including neat biodiesel); three P-series fuels (specifically known as Pure Regular, Pure Premium and Pure Cold Weather) as described by United States Patent number 5,697,987, dated December 16, 1997, and containing at least 60 percent non-petroleum energy content derived from methyltetrahydrofuran, which must be manufactured solely from biological materials, and ethanol, which must be manufactured solely from biological materials; and electricity (including electricity from solar energy). The Department has constructed a propane fueling station on the Airport. All propane powered Shuttle Buses must use the Airport propane fueling station exclusively, unless the propane station is inoperative. The City shall issue Company a card for each Shuttle Bus, which will allow it to fuel at the Airport propane station. Charges for fuel purchased at the Airport propane station is charged to and paid directly by the City, and therefore shall not be included in the Shuttle Bus Costs. Company shall not include the cost of propane fuel in developing its operating budgets. Company shall be reimbursed its costs for purchases of propane fuel under Section 11.4. only when the City's propane station is inoperable

F. The Company shall operate a separate shuttle route to service Parking Facilities that are used exclusively as employee lots.

G. The number of buses dedicated to each lot must be commensurate with the demand at any time of the day to reasonably assure that no Customer or employee is without transportation longer than the maximum waiting time specified in the Shuttle Bus Headway Schedule approved by the Director and incorporated into the Procedures Manual.

H. The Director shall approve the Shuttle Bus color and all markings on Shuttle Buses. Shuttle Buses shall prominently display the Airport Parking Facility logo and trade name, if any, adopted by the Department. The Department reserves the exclusive right to use space on the Shuttle Buses for commercial advertising. Company shall not place any inscriptions or advertisements on shuttle buses without the Director's prior approval.

I. Company shall not perform vehicle maintenance on the Airport, except as directed or authorized in advance by the Director in writing. Vehicle maintenance performed on airport property will be in compliance with the Department of Aviation's Storm Water Pollution Prevention Plan and associated Best Management Practices.

J. Company's Shuttle Bus operators shall assist Customers with their luggage when entering and exiting the Shuttle Bus.

4.14 **Employee Parking.** Company shall manage and administer the Department's employee parking program in accordance with the directions of the Director and the Procedures Manual.

4.15 **Reports.** Company shall generate and submit daily or monthly reports as provided in this Agreement and the Procedures Manual, including but not limited to, monthly summary of revenue from all parking operations, vehicle inventory activity, tickets issued and collected, unaccounted for tickets, and shall generate and submit such other reports at such times as the Director may direct. Daily and monthly reports shall be in a form approved by the Director and incorporated into the Procedures Manual.

4.16 **Contracts and Services.** Company shall, during the term of this Agreement, provide the contractual services listed below. The costs incurred to provide the contractual services are reimbursable under Section 11.2.

A. *Credit Card Processing:* Contracts or services necessary to accept and process credit cards as a method of payment for parking that are compatible with the City's credit card acceptance equipment.

B. *Armored Car and Revenue Depository Services*: Contracts or services necessary for the collection and depositing of parking revenue to the City's bank account.

C. *GPS Shuttle Tracking System (RASTRAC).* Contract(s) for supporting, servicing and programming the cellular-based global positioning system used to monitor and track the Shuttle Buses.

D. *Towing and Abandoned Vehicle Services.* Contracts or services necessary to tow, remove and sell abandoned and other vehicles under Section 30.

E. *TrustWave UTM*: Monitored firewall for the detection and prevention of attempts by unauthorized persons or systems to access the RCS using the internet.

4.17 **Equipment and Service Vehicles**. Company, at its sole expense and without reimbursement, shall, during the term of this Agreement, provide the following:

A. *Furniture and Computers*: All furniture, office equipment, computers, and related computer equipment necessary to support the operation of Company's office at the Airport. This obligation does not require the Company to provide computers and related equipment necessary to support the Revenue Control System, which will be provided by the City for Company's use. The Company shall provide all furniture, fixtures and equipment to furnish office space at the Premises.

B. *Service Vehicles:* Not less than three (3) service vehicles for use in performance of company's obligations under this Agreement, comprised of any combination of pick-up trucks or vans as approved by the Director. Such service vehicles shall be uniform in color and markings and such color and markings shall be approved in advance by the Director. At no time during the term of this Agreement may any service vehicle be more than five (5) model years old. Each service vehicle shall, at all times, be: (i) clean, in good working order, and free of body damage; (ii) equipped with a yellow emergency light and an electronic device for warning when the vehicle is being driven in reverse; and (iii) equipped with vehicle jump start and tire inflation units for customer service applications. At least two service vehicles shall be vans equipped with wheelchair lifts capable of transporting disabled Customers between the Parking Facilities and the Airport Terminal. The cost to purchase or lease the service vehicles is a non-reimbursable expense. The operating and maintenance cost of the service vehicles is also non-reimbursable,

except that the City will allow the service vehicles to refuel at the City fuel facility on the Airport at the City's expense. The cost of fuel from any location other than the Airport fuel facility is non-reimbursable.

4.18 **Customer Claims, Comments and Complaints.** Company shall handle and report to the Director, in a manner reasonably satisfactory to the Director and in accordance with the Procedures Manual, all Customer comments and complaints. Company shall report to the Director all claims made for loss or damage to vehicles or other property in connection with the operation of the Parking Facilities within one business day after receipt. Company shall deliver a written summary of each complaint received orally, and a copy of any written complaint, to the Director within twenty-four (24) hours after Company's receipt of the complaint and shall promptly prepare a written response to any written complaint for the Director's review. In such written response, Company shall make a good-faith effort to explain, resolve or rectify the cause of the complaint. Upon the Director's review and approval of the draft written response, Company shall prepare and send Company's response to the complaining person and the Director. Company shall prepare and deliver to the Director periodic reports summarizing complaint activity, as the Director may request. If a Customer experiences a problem in any way with the service provided by Contractor, or its agents or employees, Contractor shall be responsible for issuing any refunds due the Customer. Refunds under this section are not a reimbursable expense unless expressly authorized by the Director.

4.19 **General Maintenance.** Except as provided in Section 5.3, Company shall be responsible for all maintenance and custodial services required to keep all entry and exit lanes at the Parking Facilities, the interior space of the toll plazas, the interior space of the cashier booths, the Premises, all office areas, all office equipment and all administrative support and storage areas in a reasonably safe, clean, neat, orderly and attractive condition. Except as provided in Section 4.8 with respect to the Revenue Control System, Company shall keep all equipment used in Company's operations at the Airport, including all motor vehicles used by Company at the Airport, in good working order. Company shall collect and deposit daily all trash (except trash containing hazardous materials) into the trash dumpster provided by the Department at the Parking Administration Building. Company personnel will operate the city-provided equipment referenced in Sections 5.1 and 5.5 and Exhibit C. Company shall provide all custodial services necessary to keep the Parking Facilities in a reasonably safe, clean, neat, orderly and attractive condition. The City may direct Company to clean the third floor of the parking garage to mutually agreed upon standards. The Director shall be the sole judge of the quality of maintenance and cleanliness under this paragraph, and if the Director determines that the maintenance and cleanliness is not satisfactory, the Director shall so notify Company in writing, and such maintenance or custodial services required by the Director shall, to the extent reasonably possible, be performed by Company within five (5) days after Company's receipt of the Director notice. If Company fails to perform the maintenance or custodial services within five (5) days, the Department shall have the right, but not the obligation, to do so at Company's expense, without reimbursement.

4.20 **Casualties.** Company shall notify the Director, in writing, within one business day after the occurrence of any fire, flood, personal injury or other damage occurring within the Parking Facilities or Shuttle Bus operation. Company shall provide such additional information as

the Director may request.

4.21 **Compliance with Rules and Regulations.** Company and its officers, employees, guests, invitees, vendors and contractors shall observe, obey, and comply with all applicable rules, policies, procedures, and regulations of the City and the Department in effect during the term of this Agreement.

4.22 **Customer Assistance.** Company, at Company's expense without reimbursement, shall provide the personnel, equipment and supplies necessary to jump start motor vehicles, provide air for vehicle tires, and provide up to two (2) gallons of gas per vehicle located in any area at the Airport to Customers who are unable to operate their motor vehicles due to weak or dead batteries, deflated tires, or lack of fuel, respectively. Company is not obligated to provide any other mechanical service, but shall make reasonable efforts to resolve Customer's motor vehicle problems through assistance with communications or other means reasonably available. Company shall assist Customers who are unable to locate their motor vehicles.

4.23 **Coordination Between the City and Company.** Company shall send an executive level representative of Company from its home or regional office, who is familiar with the terms and conditions of this Agreement, to meet with the Department management staff not less than once every three (3) months throughout the term of this Agreement, and as reasonably requested by the Director. Company's executive level representative shall also be available as required to resolve any issue which cannot be managed by Company's local management. Company's cost to attend such meetings shall not be a reimbursable expense. Company shall participate in and actively support the City's processes for improving the quality of parking services provided to the public that may include, but not be limited to (a) participation in various work groups, (b) implementation of new services or parking products, or (c) initiating recommendations for improving the way the Department and the Company does business.

4.24 **Signage.** Company shall not install any signs in the Parking Facilities, the Premises, or elsewhere on the Airport (including in or about the plazas and booths) without the Director's prior written approval.

4.25 **Internal Control Structure.** Company shall maintain an internal control structure over all parking revenue and expenses to provide reasonable assurance that Parking Facility and Shuttle Bus System revenue, property, equipment and assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with Company's authority, and that financial records are maintained and are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by (a) the selection, training, and development of qualified personnel, (b) an appropriate segregation of duties, (c) appropriate Company management review and oversight, and (d) the creation and dissemination of appropriate written policies and procedures.

4.26 **Ticket Supply.** The Company shall supply all ticket stock required to operate the Parking Facilities, as a reimbursable expense.

4.27 **Database Management.** The Company shall manage the parking customer electronic database and other data sources that may be implemented in the support of parking product initiatives, to include software and hardware support as may be necessary.

5. OBLIGATIONS OF CITY

5.1 **Parking Facilities and Equipment.** City shall install, repair, and maintain, at its sole cost, the parking garage, including the elevators; all Parking Facilities' paved surfaces (including striping and traffic markings); all Revenue Control Equipment; signs; ticket dispensers; toll booths and improvements thereto; and lighting (including re-lamping). The City may direct Company to perform such maintenance work to mutually agreed upon standards, and if the Company performs these tasks at the request of the City, its cost shall be a reimbursable expense.

5.2 **Maintenance of Revenue Control System.** Except as otherwise provided in Section 4.8, the Department shall be responsible to maintain, repair, and service the Revenue Control System.

5.3 **Premises.** The City shall provide office space in the Parking Administration Building for the Company's use to manage the Parking Facilities and Shuttle Bus System. The Department may at any time, upon sixty days' prior written notice to Company, substitute other office space reasonably comparable in size and amenities for Company's use. The Company may, with the Director's prior written approval and at Company's sole expense, reconfigure space as needed. Office space shall be set aside at each exit plaza for the Company's exclusive use. The City shall maintain and repair the windows, entry-ways, walls, floors, electrical systems, sprinkler systems, plumbing fixtures and heating, ventilation and air conditioning systems that serve the Premises.

5.4 **Employee Parking.** The City shall provide Company's employees parking, at no cost, in or around the Parking Administration Building and supervisory tollbooth offices or in a designated employee parking area established therefore by the Airport.

5.5 **Equipment and Supplies.** The City shall provide the equipment listed on **Exhibit C**. In the event that any of the equipment listed on Exhibit C is lost, damaged, or destroyed due the negligence or willful misconduct of Company, Company shall repair or replace (at the City's option) such equipment at Company's expense, without reimbursement. Company shall provide routine maintenance and replacement parts for City supplied equipment, as a reimbursable expense including operating supplies such as, but not limited to, journal tapes, ribbons and revenue control forms.

5.6 **City's Right to Repair Parking Facilities.** The City shall have the absolute right at any time to make any repairs to the Parking Facilities and the Airport, as well as the right to enter any parking areas and facilities for the purpose of so doing, free, with the exception of liability for damage to tangible personal property of the Company caused solely by the City's negligence, from any and all liability to Company for damages sustained by Company for whatever reason as a result of the making of any such repairs.

5.7 **Utilities.** The City shall provide the following utilities to the Parking Facilities and the Premises at the City's expense: electricity; water; sewer facilities; basic telephone service/cabling (dial tone); and one telephone instrument per full time equivalent, excluding cashiers, drivers and attendants.

6. PERSONNEL

6.1 **Managers**. Company shall assign a full-time Resident Manager, an assistant Resident Manager, and an Accounting Manager approved by the City to supervise all aspects of Company's obligations under this Agreement. The Resident Manager, Assistant Resident Manager, and Accounting Manager shall each be present at the Airport a minimum of forty (40) hours per week, usually during normal business hours. The Resident Manager and Assistant Resident Manager shall have the overall responsibility to assure Company's compliance with the terms of this Agreement. The Assistant Manager shall assist the Resident Manager in the supervision of all aspects of this Agreement, shall act as the Manager in the Manager's absence, and shall be present at the Airport usually at times when the Resident Manager is not present. The Resident Manager shall not have responsibility for managing any parking facilities or operations other than the Parking Facilities at the Airport. The Resident Manager and the Assistant Resident Manager shall have a shift overlap that permits them to communicate appropriately about parking operations. The Accounting Manager shall perform accounting duties to reconcile Daily Receipts, monitor and maintain the Frequent Parker on-line accounts and prepare monthly revenue reports or other such reports as necessary. The Director may, in his or her sole discretion, direct that Company appoint a new Resident Manager, Assistant Resident Manager, or Accounting Manager at any time during the term of this Agreement. The Resident Manager, the Assistant Manager, and the Accounting Manager shall meet the qualifications set forth in the job descriptions for their positions in the Procedures Manual.

6.2 **Staffing Schedule.**

A. Company shall employ all persons necessary to operate the Parking Facilities in accordance with the Staffing Schedule. Company shall increase or decrease its staffing at such times, in such amounts and manner, and for such durations as directed by the Director. All personnel classifications, except for Inventory Attendants, shall be available to be on duty in the Parking Facilities twenty-four (24) hours per day each day of the year. Inventory attendants shall be present to perform the daily inventory during the midnight shift (12:00 a.m. -7:00 a.m.).

B. If the Director, in his or her sole discretion, determines that there is additional need for staffing, Company shall supply such additional personnel at such time, in such amount and manner and for such duration as directed by the Director. All costs and expenses described in Sections 11.2.A and 11.2.B below associated with the addition of personnel pursuant to this Section 6.2.B shall be reimbursable under Section 11.4 upon the prior written approval of the Director.

C. By the 20th day of each calendar month, the Company shall submit to City in writing, for the next ensuing month, recommended changes to the staffing levels proposed by the Company for the following job classifications, as set forth in the Procedures Manual:

- Shift Supervisors
- Assistant Shift Supervisors
- Cashiers
- Attendants
- Inventory Attendants

- Shuttle Bus Drivers
- Valet Attendants

D. The City shall have the right to create new job classifications and establish new positions as may be necessary from time to time to meet the changing requirements of the parking operation. Job descriptions will be reviewed by the Director, and upon approval, incorporated into the Procedures Manual.

6.3 **Revenue Control System Training.** Company covenants that all personnel operating the Revenue Control System will be fully trained in the proper operation and use of the Revenue Control System and Revenue Control Equipment prior to their assumption of duties. All such training shall conform to the standards and requirements set forth in the Procedures Manual. Cashiers in training status may work alone in a booth only during non-peak exiting periods.

6.4 **Cashier Change Bank.** Company shall establish a Cashier's Change Bank with Company's funds in the minimum amount of Ten Thousand Dollars ($10,000.00) which shall be the responsibility of Company to maintain throughout the Term of this Agreement.

6.5 **Removal of Employees.** Subject to Applicable Law and the terms of Company's collective bargaining agreements with its employees, if any, Company shall, upon written notice by the Director, immediately and permanently remove from the parking payroll and operation at the Airport any employee who violates Applicable Law at the Airport, violates Airport rules and regulations or Procedures Manual, possesses alcohol, illegal drugs or firearms at the Airport, is under the influence of alcohol or illegal drugs at the Airport, or whose behavior is the subject of multiple verified Customer complaints, or whose actions, in the opinion of the Director, are detrimental to the public interest at the Airport.

6.6 **Criminal History Checks.** All persons employed at the Airport are subject to criminal history background checks, and failure to pass the background checks will disqualify a person from employment at the Airport. Neither Company, nor any of Company's subcontractors, shall hire for any position under this Agreement, or retain in its employment hereunder a person convicted of larceny, burglary, theft, embezzlement, other crime of moral turpitude, or any other crime proscribed by applicable Transportation Security Regulations, within the prior ten years. For each employee or potential employee, Company shall (and shall require its subcontractors to) perform a ten (10) year criminal history check in Texas and shall exercise a good faith effort to perform a criminal history check in each other state of the United States where an employee or potential employee has resided within the last ten (10) years.

6.7 **Labor Laws.** Company shall comply with all Applicable Law concerning employment practices in connection with its operations under this Agreement, including, without limitation, the Fair Labor Standards Act, and shall pay all appropriate Federal and State employment and withholding taxes, and shall maintain records demonstrating compliance. To the extent provided by Applicable Law, all such records shall be available for inspection by the Director, at any time during reasonable business hours, for a period of no less than three (3) years after end of the year of the term of this Agreement to which such records pertain. If, prior to the expiration of the above-stated inspection period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Agreement by the City, Company or a third party, the records shall be

maintained, and the City shall continue to have the right to inspect such records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the termination of this Agreement. **Company shall indemnify and hold the City harmless against any civil or criminal liability arising out of the violation of applicable labor or employment laws by Company, or its subcontractors except to the extent the violation was caused at the City's express directions.**

6.8 **Employee Theft.** Company shall report to the City any actual or suspected occurrences of larceny, burglary, theft, embezzlement or other crime of moral turpitude by employees of Company or its subcontractors, or any allegations of employee dishonesty within twenty-four (24) hours after Company first has knowledge thereof, whether directly related to employment at the Airport or not.

6.9 **Uniforms and Badges.** All Company employees shall wear uniforms and identification badges at all times while on duty at the Airport. Company shall provide badges and uniforms in accordance with the Procedures Manual and approved in advance by the City. Company shall issue each employee assigned to this Agreement a Company identification badge. Company personnel are required to wear the identification badge at all times while on the work site. Failure to wear the identification badge may be cause for removal of an individual from the work site. The Company shall provide, as a reimbursable expense, nameplates for the cashiers to insert in a nameplate holder mounted on the exterior of the cashier booths. The letters in the nameplate shall be at least one inch in height and be of a color that contrasts with the background of the nameplate.

6.10 **Employee Compensation.** Company shall pay each person employed at the Airport under this Agreement a minimum wage no less than the living wage established by the City from time to time for City employees. The living wage in effect as of the Effective Date is $11.00 per hour. The City shall provide Company written notice of any changes in the living wage. Company shall provide persons employed at the Airport under this Agreement the benefits described in **Exhibit D**.

6.11 **Employee Training**. Company shall develop and implement a comprehensive training program for its employees at the Airport. Such training shall include, but not be limited to:

- Customer Service
- Vehicle Inspection
- Shuttle Operation
- Safety Equipment
- Lift Operation
- Radio Operation
- Curbside Positioning
- Shuttle Routes
- Accident / Injury Forms & Procedures
- Vehicle Fueling
- Driving Tactics / Decision Driving
- PARC Equipment
- Lot Maintenance
- Processing Transactions

- Cash Handling
- Credit Card Transactions
- Count Accuracy
- Ticket Training
- Non-Revenue Transactions
- Emergency Operations

7. PROCEDURES MANUAL

Company shall prepare and submit to the Director for his approval the Procedures Manual. Company shall operate the Parking Facilities and Shuttle Bus System in accordance with the Procedures Manual. The Procedures Manual shall, at a minimum, address the following topics:

a. General operating procedures for the Parking Facilities and Shuttle Bus System,

b. Shuttle Bus routes and Headways,

c. Staffing Schedules,

d. Customer relations,

e. Cash handling, credit card handling, reconciliation and refund procedures,

f. Procedures for alerting the City to maintenance problems,

g. Employee job descriptions and guidelines,

h. Employee financial responsibilities,

i. Internal financial controls,

j. Audit (both procedural and operational) procedures, including procedures for auditing each cashier at the end of each shift,

k. Reports to the City,

l. Handling of non-standard transactions,

m. Handling of suspected and known employee theft,

n. Emergency procedures,

o. The role, responsibilities and duties of Company and its managers and staff under the ABIA Business Continuity Plan, and Incident Response Plan,

p. A plan to transition management of the Parking Facilities to a another manager as seamlessly as possible in the event that another parking operator is selected to manage the Parking Facilities upon expiration or earlier termination of this Agreement,

q. Procedures for the removal, towing and sale of abandoned and other vehicles,

r. Cleaning and Maintenance Schedules,

s. Nightly Vehicle Inventory Procedures,

t. Procedures for servicing and maintaining the Revenue Control Equipment and Systems, including the respective roles and responsibilities of Company and the

Revenue Controls System Contractor,

u. Ticket Inventory and Storage Procedures, and

v. Such other matters as are to be included under this Agreement.

If the Director disapproves the Company's Procedures Manual, Company shall promptly make such corrections as directed by the Director and submit a revised document. All procedures and standards shall, in the reasonable discretion of the Director, be subject to reasonable changes at any time. The City, at its sole discretion, may amend, or require Company to amend, the Procedures Manual periodically. The City shall be the sole judge of Company's compliance with Procedures Manual. Distribution of the Procedures Manual will be limited and controlled as directed by the City. Company shall prepare and distribute to its employees extracts and summaries of the Procedures Manual relevant to the particular job functions for operation of the Parking Facilities and Shuttle Bus System. The Procedures Manual is the property of the City, but nothing herein shall preclude Company from re-using or distributing those portions of the Procedures Manual that were developed by Company and not modified by the City.

8. PARKING FEES AND RATES; PARKING REVENUES

8.1 **Determination of Parking Fees and Rates.** The Parking Fee Schedule shall be established by the City and shall be subject to change by the City, at its sole discretion, upon ten (10) days written notice to Company. Company shall charge Customers only those rates which are established from time to time by the City. Company shall not permit complimentary use of parking spaces except in accordance with the Parking Fee Schedule or written authorization from the Director.

8.2 **Holding Monies.** The Company shall collect parking and other fees from Customers in accordance with the Parking Fee Schedule, and shall hold in trust for and on behalf of the City all such monies. The Company shall promptly deposit all monies and credit card receipts into a City-designated bank account daily, on Monday after weekends, and the next business day following bank holidays, or other schedule set by the City. It is Company's responsibility to protect parking revenues and to operate efficiently within the Revenue Control System established by the City.

8.3 **Overcharges and Undercharges.** If Company charges any Customer an amount greater than that authorized in the Parking Fee Schedule in effect at the time, the amount by which the actual charge exceeds the authorized rate shall constitute an overcharge which Company shall, if possible, promptly refund to the Customer, or otherwise shall be deposited in the City's bank account. Refunds of overcharges will be handled in accordance with the Procedures Manual. The amount of any such refund issued by Company from Company funds shall be a reimbursable expense under Section 11.4, provided that (a) Company provides substantiating evidence of such refund to the City and (b) the amount of the overcharge had previously been deposited by Company in the City's bank account. Except in cases that the Director determines are caused by an error or omission of the Department, or a computer or other equipment malfunction, whenever (a) Company charges any Customer a price which is less than that required under the Parking Fee Schedule, (b) Company fails to collect any parking fee which Company is required to collect, or (c) any fees which Company is required to collect on behalf of City are lost or

unaccounted for while the same are in the custody or control of Company for any reason whatsoever, then the amount by which the actual charge is less than that required under the Parking Fee Schedule, the amount of the fee which Company failed to collect or the amount which is lost or unaccounted for, shall, without demand by the City, be paid by Company into the City's designated bank account within two (2) business days after Company learns (or, in the exercise of reasonable diligence, should have learned) of such undercharge, failure to collect, or such loss or failure to account, and the cost of replacing such funds shall not be a reimbursable expense. Company shall promptly investigate each undercharge, failure to collect, loss or failure to account for any funds hereunder, and promptly provide to City a written report of the results of the investigation. Company shall not be required to reimburse the City for funds which are not collected as a result of the extension of credit to a Customer in strict accordance with written policies approved by the City including policies regarding collection of receivables.

8.4 **Losses.** If Daily Receipts or Gross Receipts are lost, stolen, or otherwise unlawfully removed from the custody and control of Company, Company shall continue to be responsible therefor, and shall deposit in the bank designated by the City, from Company's own funds, a like sum of monies within forty-eight (48) hours of discovery of the loss, theft, or unlawful removal. If the loss, theft, or unlawful removal is insured or otherwise secured by Company, any payments made to the City by such insurance company, bonding company, or other, shall be reimbursed to Company to the extent of such insurance proceeds or security deposit.

8.5 **Credit Cards**.

A. Company must accept at a minimum MasterCard, Visa, and American Express from Customers in payment for parking at the Airport. Company shall provide credit card processing services, and the cost of such credit card processing services is a reimbursable expense.

B. Company shall implement the necessary policies, procedures and technologies to achieve Payment Card Industry Data Security Standards (PCI DSS) compliance. These responsibilities include:

1) Meeting the current requirements of the PCI DSS and any future revision.

2) Requiring by contract that engaged third parties meet all PCI security standards.

3) Working with Independent Scan Vendor.

4) Protecting confidential data.

C. **COMPANY SHALL BE LIABLE FOR AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ALL LOSSES, DAMAGES, CLAIMS AND LIABILITY ARISING OUT OF ANY BREACH OF PCI DSS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.**

9. COMPENSATION

9.1 **Management Fee**

A. The City shall pay to Company a fixed management fee (the "Management Fee") as compensation to Company for its services under this Agreement. The Management Fee shall cover Company's profit, corporate administrative, operating and overhead expenses, and any other Company expenses incurred in the operations described in this Agreement that are not reimbursable under Section 11. The City shall pay the Management Fee to Company in equal monthly installments in arrears, along with reimbursable expenses as provided in Sections 11.2 and 11.4. If the term of this Agreement commences or ends on any day other than the first and last day, respectively, of a calendar month, the Management Fee due hereunder for a portion of such month shall be prorated based upon the actual number of days in the month. The Management Fee payable to the Company shall be as follows:

CONTRACT YEAR	ANNUAL MANAGEMENT FEE
1 09-10	$ 419,988
2 10-11	$ 432,588
3 11-12	$ 445,565
4 12-13	$ 458,932
5 13-14	$ 472,700
Option Year 1* 14-15	$ 486,881
Option Year 2* 15-16	$ 501,488

* If exercised by the parties.

B. Notwithstanding any other provision hereof, the City shall have the right to set off and deduct any amounts due to the City from Company under this Agreement from the Management Fee or reimbursable expenses payable by the City to Company.

C. The Management Fee is fixed and shall not be adjusted for any change to, alteration of or addition to the Parking Facilities or Company's other responsibilities under this Agreement, except by contract amendment signed by both parties.

9.2 **Incentive Fee.**

A. To encourage Company to strive for superior performance under this Agreement, Company shall be entitled to receive, as additional compensation, an annual incentive fee ("Incentive Fee") if Company successfully meets specified performance goals. The maximum amount of the Incentive Fee for any Contract Year shall ten percent (10%) of the fixed Management Fee for such Contract Year. The Incentive Fee will be calculated at the end of each contract year based on a 100 point scale. If 100 points are awarded, the maximum incentive will be paid. If less than 100 points are awarded, the incentive fee shall be reduced proportionately.

B. The Parties shall meet annually no later than the 90th day before the end of each Contract Year to determine the performance measures and associated point value of each for the following Contract Year. The performance measures and their respective point values shall be in writing, and when signed by both parties, shall be incorporated into and made a part of this Agreement. If the Parties are unable to agree upon performance measures and their associated point values by the 60th day before the end of a Contract Year, the Director may unilaterally develop and implement performance measures for the following Contract Year.

C. Depending on the degree to which Company achieves the performance measures in any Contract Year, Company may be awarded all, none, or any part of the Incentive Fee. Company shall be responsible to document its achievement of the performance measures and eligibility for Incentive Fees for each Contract Year. Within sixty days after the end of each Contract Year, Company and the Department shall meet to review Company's performance and consider the amount of incentives, if any, earned for such Contract Year. If Company and the Department are unable to agree upon whether Company's met the applicable performance measures, or the amount of the Incentive Fee earned for such Contract Year, the decision of the Director shall be final.

D. Company shall distribute at least one-half of the Incentive Fee earned in any Contract Year to its managers, contractors, and employees at the Airport in a manner deemed by Company to best reward past good performance and encourage future good performance.

10. LIQUIDATED DAMAGES

The parties acknowledge that failure by the Company to perform certain of its obligations under this Agreement will cause damages to the City that would be difficult to quantify. Therefore, it is agreed that the City, for the respective specific violations or omissions of the Company described below, may assess liquidated damages, as listed herein. Liquidated damages shall not be deemed to be a penalty, and shall be deducted from the Management Fee payment due the month following the date the liquidated damage is assessed. The provisions of this Section shall not preclude the City from exercising any other right or remedy available to the City for breaches of this Agreement by the Company. Liquidated Damages shall be assessed for the following:

10.1. **Unaccounted-for Transactions**: Unaccounted-for transactions in a month shall be calculated by adding the number of vehicles parked in the facilities at the start of the month to the sum of the number of tickets issued during the month, the number of credit card-in entries during the month and the number of PPP-in entries during the month, and subtracting the sum of tickets collected during the month, the number of credit card-out exits during the month, the PPP-out exits during the month and the number of vehicles parked in the facilities at the end of the month. Documented unused tickets during the month, such as system test tickets and damaged tickets, shall be subtracted from the tickets issued when performing this calculation. Company shall pay to the City the following liquidated damages for each unaccounted-for transaction:

UNACCOUNTED FOR TRANSACTIONS AS A PERCENTAGE OF TOTAL TRANSACTIONS	CHARGE PER TRANSACTION (IN RANGE)
Less than or equal to 0.2%	No Damages
0.2% to 0.4%	$5.00
0.4% to 0.6%	$10.00
0.6% to 1.0%	$15.00
More than 1.0%	$20.00

10.2 **Failure To Timely Submit Reports And Deliverables**: The failure of Company to submit any report or deliverable required under this Agreement by the third business day after the due date (as specified herein, or as extended in writing by the Director) shall result in the imposition of liquidated damages, as follows:

Any Audit Report required under Section 14	$250 per day
Monthly Reports (§11.1)	$100 per day
Certificates of Insurance (§17.8)	$100 per day
Performance Bond/Letter of Credit (Section 19)	$100 per day
Other reports and deliverables	$100 per day

10.3 **Violations of Procedures Manual, etc**. If the Department determines that Company has failed to (a) comply with any material provision of the Procedures Manual (Section 7), (b) properly provide the maintenance and custodial services under §4.20, (c) properly maintain the Revenue Control Equipment under Section 4.8, or (d) comply with Airport Rules and Regulations (Section 4.21), the Department may send a written Notice of Violation to Company. If Company either denies that the violation occurred, or asserts that the violation was the result of an event of force majeure, it shall send written notice to the Director within ten (10) days of receipt of the Notice of Violation. The Director shall make the final determination on all Notice of Violation protests in good faith. Commencing with the third and each subsequent unexcused Notice of Violation issued within any rolling twelve month period during the term of this Agreement, liquidated damages shall be imposed in the amount of $100 per Notice of Violation.

11. BUDGET AND REIMBURSEMENTS

Company shall prepare and submit its annual operating Parking Facility and Shuttle Bus operations budgets in coordination with the City's fiscal year, which commences on October 1 of each calendar year. Budget planning and preparation shall begin not later than February of each year, with the proposed budget submitted by Company to the Director not later than April 1st. Budget amendments must be approved by the Director in writing to be effective.

11.1 **Monthly Report.**

A. Company shall prepare and submit a monthly report to the Director by the 20th of each calendar month with projected costs of maintaining and operating the Parking Facilities and Shuttle Bus System for the following month based on the

staffing levels established in accordance with Section 6.2. The form of the monthly report shall be reasonably satisfactory to the Director. Adjustments may be made between budgeted Line Item accounts by written request and approval of the Director. The same categories of personnel and operating costs used in the annual budget shall be itemized in the monthly report as follows:

1) Salaries and wages,

2) Employee Benefit Costs,

3) Equipment, Supplies, and Services,

4) Uniform service,

5) Badges,

6) Cleaning supplies,

7) Personnel training costs,

8) Shuttle bus operations,

9) Credit card processing fees,

10) Third party contractual services, and

11) Other items determined by the City in consultation with Company.

B. Approved monthly expense amounts shall constitute the maximum payable for each category of expenditure, except for special items approved in advance in writing by the City.

C. No wages for hours of coverage provided by Company in excess of the coverage specified by the City shall be reimbursed unless approved by the Director.

11.2 **Reimbursable Expenses**. Subject to all of the terms and conditions of this Agreement, the City shall reimburse Company for the following costs and expenses as actually incurred and paid by Company in the management and operation of the Parking Facilities and Shuttle Bus System, up to the amount of the applicable Operating Budget as described above.

A. Base payroll costs, including regular salaries and wages (including sick days, vacations and holiday pay), employee incentives, and overtime;

B. The cost of employee benefits, including FICA and State Unemployment, Federal Unemployment, 401-K expenses, retirement benefits, health, dental and life insurance, and worker's compensation insurance incurred and paid by Company on behalf of employees employed by Company at the Airport only;

C. The cost of licenses, permits and fees associated therewith obtained in accordance with Section 16 (excluding drivers' licenses for operators of motor vehicles), pre-employment testing, criminal history checks, local personnel recruiting expenses to include advertising for recruits, local cellular telephone service for up to two (2) cellular telephones;

D. The reasonable cost of necessary and appropriate training for Company employees working at the Airport;

E. Maintenance and repair costs for cash registers, cashier booths and cashier stools;

F. The cost of all Revenue Control Equipment operating supplies such as journal tapes, ribbons, revenue control forms, computer printouts of license plate inventories and other similar supplies;

G. Office supply costs, including the cost of copier supplies and postage;

H. The cost of cones, flags, flashlights, office janitorial supplies, stools for cashier booths, name plates for cashier booths, and the cost of forms and printing;

I. The cost of uniforms;

J. The cost of providing an independent outside annual certification (audit) of revenues and expenses as required by Section 14.3, and the cost of obtaining an independent Service Auditor's Report on Controls under Section 14.5;

K. Shuttle Bus Costs;

L. Credit Card Processing Fees;

M. The cost of third party armored car and revenue depository service; and

N. Amounts paid to third parties for marketing expenses under Marketing Plans approved by the Director, including, the cost of media purchases (less rebates or discounts), market research, printing, logo licensing, promotional items, and production.

O. The cost to operate and maintain the "SMART DRIVE" system, if installed.

11. 3 **Non-Reimbursable Expenses.** Notwithstanding any provision in Section 11.2 to the contrary, the following are not reimbursable expenses:

A. Salaries, costs and expenses of non-resident or corporate office legal, internal audit, administrative, bookkeeping, and executive personnel of Company;

B. Home office travel and accommodations, home office and local entertainment and off-site general office expenses;

C. The costs or expenses of legal representation or of union negotiations and administration;

D. The cost of acquisition of any long distance telephone service or any cellular telephones other than that authorized in the above Section 11.2.C;

E. The cost of internet service or access;

F. The cost of obtaining and maintaining a cashier change fund pursuant to Section 6.4;

G. Any or all liquidated damages, penalties and fines paid by the Company and its employees,

H. Financing costs associated with Company's Change Fund;

I. Amounts payable by Company to City under the indemnification provisions hereof;

J. The cost of the Performance Bond or Letter of Credit which Company is required to obtain in accordance with the provisions of Section 19 below and the cost of the insurance Company is required to provide in accordance with the provisions of Section 17 below, except for worker's compensation insurance;

K. The cost to purchase, operate and maintain Company's service vehicles, as described in Section 4.17B;

L. The cost of acquiring jump start units and tire inflation equipment;

M. The cost of acquiring office equipment, furniture and computers;

N. The cost of repairs for damages caused by negligence, willful misconduct, or omissions of Company or its employees;

O. The cost of fuel Company uses on disabled Customer vehicles;

P. The cost (including travel expenses) of meetings between executive level representatives of Company and City management staff incurred pursuant to Section 4.23; and

Q. The cost of providing secondary procedural audits and other internal audits performed by Company managerial or corporate staff, as required by Section 14.4 and in accordance with the Procedures Manual.

11.4 **Reimbursable Non-Budgeted Expenses.** Subject to all of the terms and conditions of this Agreement, the City shall reimburse Company for non-budgeted costs and expenses actually incurred and paid by Company in the management and operation of the Parking Facilities as described below, subject, except as otherwise provided below, to the prior written approval of the Director in each instance.

A. The cost, as agreed upon by the City, of any additional insurance policies, coverages, or increased limits of liability City requires Company to provide pursuant to Section 17.10.A below;

B. All base payroll costs, including regular salaries and wages, sick days, vacation and holiday pay, employee incentives, new employee training (local), overtime, and all associated employee benefits as described in Section 11.2. above incurred by Company pursuant to Section 6.2.B above; provided, however, that the hourly wages for any individual employee added shall be within the wage ranges for the position such employee is filling as set forth in the Procedures Manual;

C. The cost of refunds issued by Company pursuant to Section 8.3 to the extent made reimbursable under that Section;

D. Costs of materials used in maintenance, repair and servicing of the Revenue Control System as authorized pursuant to Section 4.8;

E. Costs incurred in moving vehicles in an emergency or at the Director's request (if not collectible from the owner or operator of the vehicle after reasonably diligent efforts) as provided in Section 30;

F. Costs resulting from the addition by the City of any parking facility or operation to the Parking Facilities;

G. The cost of obtaining an independent (third-party) operational audit pursuant to Section 14.2;

H. Costs incurred in the operation of any Temporary Parking Facility; and

I. Costs incurred in such other additional activities as the Director shall, in writing, direct Company to undertake hereunder; for which payment is due before a budget amendment can be submitted and approved.

11.5 **Invoice.** Company shall pay all costs and expenses connected with its operations when due. Company shall submit to the City, on or before the twentieth (20th) day of each month, itemized statements of all approved reimbursable expenses incurred and paid during the previous calendar month. Each such statement shall be accompanied by complete supporting documentation, proof of charges and disbursements, and other supporting documents as the City may from time to time request, including, but not limited to, paid invoices, payroll records, vehicle service records, paid checks and required ACDBE subcontractor reports.

11.6 **Purchases from Affiliates.** Company shall be entitled to reimbursement for the cost of goods and services purchased from an affiliated company, (i.e., a company which it controls, is controlled by or is under common control with) only to the extent Company has complied with the requirements of Section 4.9 and Section 20, and is able to demonstrate to the satisfaction of the Director that the prices for such goods and services are no greater than the lowest price available for comparable goods and services. Company must expressly identify all transactions with an affiliated company on its monthly itemized statement.

11.7 **Reimbursement of Budgeted Expenses.**

On or before the twentieth (20th) day of each month, Company shall submit to the City a written report of all approved expenses incurred and paid in the operation of the Parking Facilities and Shuttle Bus System for the preceding month of operation. Reimbursement of the expenses under Section 11.2, shall be made by the City within thirty (30) days of its receipt from Company of monthly itemized statements submitted pursuant to Section 11.5 provided that (i) the statements are in the format required by the City; (ii) all appropriate supporting documents are attached to each statement; and (iii) the statement contains a statement that the City has not previously reimbursed Company for any of the itemized costs and expenses.

11.8 **Reimbursement of Authorized Non-Budgeted Expenses.** Reimbursement of the costs and expenses under Section 11.4 shall be made by the City within approximately thirty (30) days of its receipt from Company of monthly itemized statements provided that (i) the costs and expenses are approved as required by Section 11.4, (ii) the statements are in the form required by the City, (iii) the statement contains a statement that the City has not previously reimbursed Company for any of the itemized costs and expenses, and (iv) all appropriate supporting documents are attached to each statement.

11.9 **Objections to Invoices/Payment.** The City shall notify Company in writing of its objection to any item or items of expense which it deems to be non-reimbursable. Any such notice shall set forth the nature of the City's objection and shall be accompanied by the City's payment of the undisputed portion of such statement. If a disputed item is justified to the

reasonable satisfaction of the Director, it shall be promptly approved and paid.

A. *Interest on Late Payments.* If the City does not timely pay a Contractor invoice as provided above, interest shall accrue on the unpaid balance at the interest rate stated in Texas Government Code Section 2251.025.

B. *Subject to Appropriations.* The City's payment obligations are payable only and solely from funds appropriated and available for the purpose of this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. The City shall provide Company written notice if the City fails to make an adequate appropriation for any fiscal year to pay the amounts due under this Agreement, or reduces any appropriation to an amount insufficient to permit the City to pay its obligations under this Agreement.

C. *Additional Sums Due the City.* If the City has paid any sum or sums or has incurred any obligation or expense for which Company has agreed to pay or reimburse the City, or if the City is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the City may set-off and deduct such amount from any amounts due Company under this Agreement. If the amount owed the City exceeds the amounts available for set-off, Company shall, immediately upon demand by the City, reimburse the City for the cost thereof. Any sum due from Company to the City under the provisions of this Paragraph shall bear interest at the rate stated in Section 11.10 from the due date thereof until paid in full.

11.10 **Late Payment**: If any payment required to be paid to the City hereunder by Company is not made when due, Company shall pay the City a late payment penalty equal to five percent (5%) of the amount due. Thereafter, interest shall accrue on all late payments at the lesser of one percent (1.0%) per month or the highest amount permitted by law per month on the amount outstanding for more than thirty (30) days from the payment due date.

12. MARKETING PROGRAM AND COMPENSATION

12.1 **Parking Marketing Services.** Company shall provide the following services:

A. *Marketing Plan.* Provide to the Director for approval a general Parking Products Marketing Plan ("Marketing Plan"), with approximate budgets, aimed at marketing the Airport On-Site Parking Products. The marketing budget shall be set as provided in Section 11. The Marketing Plan shall be updated annually, by October 1st of each successive Contract Year. The Marketing Plan shall include the following information below for EACH PARKING PRODUCT, to detail all components and execution and budget of the Company's recommended marketing strategies:

1) Product or event description;

2) Marketing objectives;

3) Market research data (if available) to support the endeavor;

4) Target audience(s);

5) Listing of campaign elements, such as ads, print pieces, E-marketing, TV commercial, and banners;

6) Deliverables and the timeline for submission to the Director;

7) Aviation Department supplemental assistance, such as advertising trade, publicity, and use of Web site;

8) Budget for media buy;

9) Aviation trade enhancements;

10) Proposed fee structure, and the estimated fees for creative execution;

11) Budget for printing and other third party costs;

12) Evaluation methodology; and

13) Other elements to convey marketing planning for each Parking Product

B. *Market Research*: Company shall plan, manage, create survey instruments, recommend methodology, execute, analyze, compile, report and present to Airport market research as requested in writing by the Director.

C. *E-Marketing*. The Company shall utilize, where appropriate, the emerging marketing opportunities being presented by social websites, web video, iPod applications and other electronic media to communicate with the target market. Company shall comply with all laws, rules and regulations applicable to customer E-Marketing initiatives.

D. *Account Service and Media Purchases*. Company shall provide Account Service and Media Purchases for parking marketing strategies as approved in writing by the Director in accordance with:

1) The approved Marketing Plan;

2) As required by the Director;

3) Additional approved plans recommended by Company.

E. *Authorization Procedures for Creative Direction and Collateral*. Prior to public execution of strategies by Company, the Department must approve in writing purchase summaries and creative strategies to implement the campaign.

F. *Design Standards*. Company shall observe and comply with the Airport identity design standards that are in place for use of Airport logo and on-Airport and in-terminal signs.

12.2 **Deliverables**.

A. Company shall provide a monthly Marketing Services Budget, including a matrix for each Product or event to be marketed not less than 45, nor more than 90 days, prior to each campaign kick off, to include:

1) Media buys planned,

2) Creative strategy costs,

3) Trade purchases,

4) Department resources needed,

5) Reimbursable Third party costs, and

6) Other costs.

B. Affidavits to demonstrate media buys purchased actually ran, including make goods for pre-empted advertising spots, proof of performance (post analysis indicating percentage of target market reached) (monthly);

C. Any Advertising evaluation reports as measured by Company or independent party (periodic);

D. Other Company substantive information important to determining success of marketing campaigns;

E. Other information or documentation that are required to be provided to the Department under a Marketing Plan; and

F. Such other reports related to the Marketing Program that the Director may request.

12.3 **Marketing Program Evaluation**. The Director shall evaluate the success of Company's marketing endeavors to promote Airport's parking products and services to modify, delete, or continue marketing campaigns for each product.

12.4 **Coordination With Department Of Aviation Internal Resources.** Marketing of Airport parking is not an exclusive right granted to Company. The Department may, in its discretion, elect to enhance or replace Company's parking marketing efforts using its own resources. Company shall cooperate with the Department and coordinate Company's Marketing Program with the Department's own marketing efforts, including trade buys to supplement the media purchases.

12.5 **Reimbursement:** The City shall reimburse Company for marketing service expenses as provided in Section 11.

12.6 **Miscellaneous.**

A. *Correction of Errors.* Errors or mistakes made by Company or an advertising agency shall be corrected by party responsible for such error or mistake at its cost.

B. *Creative Ownership.* All creative work and materials developed by Company shall be owned by the Department, and may be used, or re-used for any purpose, including, entrance into airport marketing campaign competitions, with appropriate reference to the subcontractor(s) for work credit.

13. OPTIONAL PARKING PRODUCTS AND SERVICES

13.1 **New Products and Services**. During the term of this Agreement, the Department may elect to add new or enhanced parking products and services ("New Services"). New Services may include, but not be limited to, reserved parking, dedicated VIP parking areas,

contract parking, pay-on-foot capability, providing covered parking, car washing and detailing, and oil and lube services.

13.2 **Procedure**. If the Department elects to add one or more New Services, it shall notify Company in writing and the parties shall meet to determine the necessary scope of work, changes in procedures if any, and the cost and budgetary impact. Company shall implement the New Services upon written direction from the Director; provided, however, Company, shall not be required to implement any New Service that would require Company to expend its own funds or to incur any expenses which are not reimbursable under Section 11, without Company's written consent. Implementation of New Services shall not entitle Company to an increase in Company's Management Fee.

14. AUDIT

14.1 **City's Audit Rights**. Company shall, at all times during the term hereof, maintain at the Airport complete and accurate books and records of its operations on the Airport in a form consistent with good accounting practices, including such books and records as would normally be examined by an independent certified public accountant in performing an audit or examination of Company's receipts and expenses in accordance with generally accepted auditing principles. If any books and records required by the City for examination or audit are not available at the Airport, Company shall deliver such information to the City within ten days of written demand, or Company shall pay all travel, lodging, meal and other expenses incurred by the City's auditor to examine such information at the location where Company keeps such books and records. Such books and records shall contain an itemized record of all receipts collected in connection with Company's operation of the Parking Facilities, of all other receipts, if any, derived by Company from its operations on the Airport, and of all expenses incurred in performing its obligations hereunder, in such detail as the City may request. All printed records produced by the Revenue Control System or Revenue Control Equipment shall be the sole property of the City, and Company shall have no access to the printed records console to make repairs, alterations or adjustments, except in the presence of the representative of the City designated by the Director for such purpose. All such books, records, supporting documents, and accounts shall be kept in accordance with generally accepted accounting principles and shall be available for inspection by the Director and his duly authorized representatives, at any time during reasonable business hours, for a period of no less than three (3) years after the end of each Contract Year (or, with respect to any year in which this agreement is terminated prior to the expiration thereof, the portion of such Contract Year) to which they pertain. The City shall further have the right, upon reasonable written notice to Company, to cause an audit to be made of the books and records of Company which relate to its operations at the Airport for any or all of the Contract Years (or, with respect to any year in which this agreement is terminated prior to the expiration thereof, the portion of such Contract Year) which ended no more than three (3) years prior to the date of the commencement of such audit. If, prior to the expiration of the above-stated record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Agreement by the City, Company or a third party, the records shall be maintained, and the City shall continue to have the right to inspect such records in the manner stated above, until the audit, and any resulting claim or litigation is finally resolved

(including the determination of any and all appeals or the expiration of time for an appeal). If, as a result of an audit, it is established that Company is liable to the City for the payment of any sum, Company shall within ten days of receipt of written demand from the City, pay such sum to the City, together with interest thereon at the rate set forth in Section 11.10., from the date such sum should have been paid. Further, if such audit establishes that Company has overstated its reimbursable expenses by two percent (2%) or more or understated Gross Receipts by one percent (1%) or more, for any twelve-month or other audited period, in connection with the Company's operation of the Parking Facilities or Shuttle Bus System, then the entire expense of such audit shall be borne by Company and not be considered a reimbursable expense. The City's rights under this paragraph shall survive the expiration or earlier termination of this Agreement. The City's audit rights under this Section shall apply equally to any subcontractor to Company in the performance of Company's duties under this Agreement, and Company shall ensure the City's audit rights are preserved by inserting these terms and conditions in Company's subcontracts.

14.2 **Operational Audit.** The Director may direct the Company at any time to obtain an independent audit of Company's procedures for handling its operations pursuant to this Agreement and in accordance with the standards defined in the Procedures Manual (an "Operational Audit"). The audit shall be performed by a qualified auditor or parking consultant. Selection of auditor or consultant and scope of work, objectives, methodology, audit schedule and estimated costs of the audit must be pre-approved by the Director or his designee in writing. If so approved in advance, the reasonable cost of an Operational Audit shall be a reimbursable expense under Section 11.4. Such audits shall be completed within two (2) months after the Director's request, or as otherwise specified in notice directing the Operational Audit. Upon completion of an Operational Audit, the auditor shall file with the Department a written statement in a format approved by the Director summarizing the audit and the results thereof. The Company shall provide a written response, to the auditor and to the Department, within ten (10) days, for any report findings and recommendations. Upon request of the Director, the Company shall meet with the Director to discuss the results of an Operational Audit.

14.3 **Annual Certification of Revenues and Expenses.** Within ninety (90) days after the close of each Contract Year (or termination of this Agreement, if the Agreement is terminated prior to the expiration of a Contract Year), Company shall provide to the City a written report of an independent certified public accountant (CPA) licensed to practice in the State of Texas certifying (a) the actual amount of Gross Receipts required to be collected by Company hereunder and the amount of Gross Receipts actually collected, (b) the actual amount of any other revenue which Company is required to collect and the amount of all such revenue actually collected, and (c) the actual amount of reimbursable expenses to which Company was entitled for such year or portion thereof and the amount of such expenses Company actually received. The Company's independent CPA shall certify that the report has been prepared in accordance with generally accepted auditing standards and the terms and provisions of this Agreement. If such report indicates that the reimbursable expenses for such period have been underpaid, then the amount of such underpayment shall be added to the fees next due and owing to Company, unless the term hereof has expired in which event such amount shall be promptly refunded by the City to Company. If such report indicates that any Gross Receipts collected or required to be collected by Company hereunder has not been deposited into the bank account

designated by the City for such purpose, Company shall forthwith pay to the City a sum equal to the difference between the amount of the Gross Receipts deposited and the amount of Gross Receipts which should have been deposited together with interest at the rate stated in Section 11.10. from the date such amount was underpaid. In addition, if such report indicates that any fees or other reimbursable expenses for such period have been overpaid, then Company shall forthwith pay to the City a sum equal to the amount of such overpayment together with interest at the rate stated in Section 11.10. from the date such amount was overpaid. Additionally, if the annual certification audit establishes that Company has overstated its reimbursable expenses for the period audited by two percent (2%) or more, or understated Gross Receipts by one percent (1%) or more, then the full cost of the annual certification shall be borne by the Company and shall not be considered a reimbursable expense. The City's rights under this section shall survive the expiration or earlier termination of this Agreement.

14.4 **Secondary Procedural Audits.** Company shall cause audits of its accounting and operational procedures under this Agreement to be performed by an internal auditor from Company's home office. These audits shall be performed at least quarterly during each year of this Agreement, in accordance with the standards defined in the Procedures Manual. These audits shall include quarterly on-site field survey and ticket audits by internal auditors from Company's corporate office; audits of credit card activity, retrieval and charge-backs; timecard audits; operational and compliance audits; and other audits as necessary or as directed by the City, and in accordance with the Procedures Manual. Upon completion of each such audit, the auditor shall file with the City a written statement in a format approved by the City, stating when the audit was performed, the time period covered by the audit, the scope and methodology of the audit, and audit findings, conclusions and recommendations, including, as appropriate: the accuracy of Company's accounting of the receipts and deposits, the accuracy of exception transaction verifications performed on site, the accuracy of ticket accountability, the accuracy of Company's reports, including, without limitation, reports with respect to levels of staffing and adherence by Company to the terms and conditions of this Agreement. Such audits shall also confirm that all reimbursable expenses paid by the City were due and payable under the terms of the Agreement. The Company shall file a written response to the auditor and to the Department, within ten (10) days, for all audit reports containing one or more findings or recommendations for improvement, stating what actions will be taken by Company, and when, to correct any deficiencies or implement necessary improvements.

14.5 **Service Auditor's Report on Controls.** Company shall obtain and provide the City a *Service Auditor's Report on Controls Placed in Operation at a Service Organization and Tests of Operating Effectiveness* for Company's operations at the Airport within ninety (90) days after each Contract Year under this Agreement, or as otherwise directed in writing by the Director. This audit shall be conducted and reported by an independent certified public accountant (CPA) licensed to practice in the State of Texas and shall be completed in conformity with the standards established by the American Institute of Certified Public Accountants (AICPA). The audit report shall include detailed testing of controls and their operating effectiveness.

15. TELECOMMUNICATIONS SERVICES

15.1 **Voice, Data and Video Cabling:** City has installed a Premise Distribution System ("PDS"), consisting of copper and fiber optic cables, that spans the Airport campus. The Company shall procure and install all equipment, conduit and other hardware necessary to connect the Premises to the PDS. Wiring will be installed by City. All external telecommunications providers shall terminate at the demarcation point located in the City's Communications Center. Company shall use the PDS.

15.2 **Telephone Services**: The City will provide to Company one telephone per approved full-time employee, excluding cashiers, drivers, and attendants, for use in its offices at the Airport and the City shall pay the cost of all local telephone service incurred in the use of such telephones. All long distance and other telephone charges incurred by Company shall be paid by Company and shall not be a reimbursable expense. City has installed a Shared Tenant Service telephone system ("STS") to serve the airport campus. Telephone service is available through the STS to all Airport tenants. Company may elect to install its own telephone system, and if so, must provide, at its sole expense, and not as a reimbursable cost, its own switches, instruments and other equipment necessary to interface via the PDS to the Airport telecommunications demarcation point located in the Airport Communications Center. Company shall not enter into any telephone agreement which might impede City's plan to declare a Minimum Point of Entry, designate the demarcation point, or the implementation of STS.

15.3 **Data Communications Service**: The PDS carries data transmission services throughout the Airport site. All data transmission and switching equipment used must comply with City's specifications. Shared Tenant Services shall include data transmission lines (Frame Relay, ISDN, and T1) or Company may choose to use the PDS to connect to an alternate provider at the demarcation point.

15.4 **Invoicing and Payment:** Company must apply for and sign the Airport Shared Telephone System Terms of Usage. Company understands that it will be billed monthly for its long distance telephone charges under this section.

15.5 **Internet Access.** The City does not provide internet access to its contractors or concessionaires. Company must contract with an internet service provider of its own choosing as a non-reimbursable expense.

16. LICENSES, PERMITS AND TAXES

The City shall report and pay State of Texas sales and use taxes assessed on revenue received from parking operations under this Agreement, and Company shall not deduct any amount from Gross Receipts for such sales and use taxes prior to depositing such funds into the City's account. Except for sales and use taxes, Company shall pay, on or before their respective due dates, to the appropriate collecting authority, all ad valorem, personal property taxes, excise or occupation taxes that may be levied or charged in connection with the operation and management of the Parking Facilities hereunder. Company shall obtain and pay for all licenses or permits necessary or required by Applicable Law for the construction of improvements and/or the installation of equipment and furnishings, and as otherwise necessary for the conduct of its operations hereunder. Company shall, after notifying the City of its intention to do so, have the right to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax, or assessment. Purchases of goods or services for City use are generally exempt from City, State

and most Federal taxes. Applications for reimbursement may not include exempted taxes. Company may request a Tax Exemption Certificate from the City Purchasing Office. Under no circumstances shall the City ever be liable to pay, or to reimburse Company for, any tax from which the City is exempt.

17. INSURANCE

Prior to commencing any work hereunder, Company shall obtain and maintain or cause to be obtained and maintained throughout the Term of this Agreement the following types of insurance:

17.1 **Workers' Compensation:** Worker's compensation insurance shall afford coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code Title 5) and minimum policy limits for employer's liability of $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:

i) A Waiver of Subrogation in favor of the City, form WC 420304

ii) A thirty (30) day Notice of Cancellation/material change in favor of the City, form WC 420601

17.2 **Commercial General Liability Insurance:** Commercial General Liability Insurance shall be provided with a minimum bodily injury and property damage per occurrence limit of $1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and $1,000,000 product/completed operations limit of liability. The policy shall contain the following provisions.

i) Blanket contractual liability coverage for liability assumed under this Agreement

ii) Independent Contractors

iii) Fire Legal Liability with a minimum limit of $50,000

iv) Medical expense coverage with a minimum limit of $5,000 any one person

v) The City named as additional insured

vi) Thirty (30) day Notice of Cancellation in favor of the City

vii) Waiver of Transfer of Right of Recovery Against Others in favor of the City

17.3 **Business Automobile Liability Insurance:** Business automobile liability insurance shall be provided for all owned, non-owned and hired vehicles, including all Shuttle Buses, regardless of whether they are titled in the name of Company, the City, or a third party vehicle lessor, with a minimum combined single limit of $1,000,000. The policy shall contain the following provisions:

i) The City named as additional insured

ii) Thirty (30) day Notice of Cancellation in favor of the City

iii) Waiver of Transfer of Right of Recovery Against Others in favor of the City

17.4 **Commercial Crime Insurance Coverage:** Commercial Crime Insurance Coverage shall

be provided for all losses emanating from the handling of the City's checks, credit card receipts, or cash, including, but not limited to, losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of $1,000,000.

17.5 **Garage Liability Coverage:** Garage Liability coverage may be provided in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of $1,000,000 Auto Only/$1,000,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired and non-owned vehicles, including all Shuttle Buses, regardless of whether they are titled in the name of Company, the City, or a third party vehicle lessor. The policy shall contain the following endorsements in favor of the City of Austin:

i) Additional Insured Endorsement

ii) Waiver of Subrogation

iii) Thirty (30) Day Notice of Cancellation

17.6 **Property Coverage**: Property coverage shall be provided by Company to provide all risk physical loss coverage for the vehicles and equipment in the care, custody and control of Company. Coverage shall continue throughout the contract term. The limit of coverage required is $1,000,000 for vehicles in the Company's care, custody and control at any given time. City of Austin shall be added as loss payee as its interests in claims asserted may appear.

17.7 **Garagekeepers Liability Coverage**. Garagekeepers Liability may be used to provide the required property coverage for vehicles in the care, custody and control of the vendor. Comprehensive and collision coverage shall be provided on a Direct Primary basis. The minimum limit for the Garagekeepers coverage shall be $1,000,000.

17.8 **Certificates of Insurance:** On or before the Effective Date, Company shall deliver to the Director, for itself and its subcontractors, and at least thirty (30) days prior to the expiration of any insurance policy(ies), an original certificate(s) of insurance as evidence that all coverage required hereunder is in effect. Such certificate(s) shall name the City as an additional insured. Company shall also deliver copies of such endorsements and other evidence of the coverage set forth in the certificate of insurance as the City may reasonably request.

17.9 **Insurance Ratings:** Company's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

17.10 **Other:**

A. The City reserves the right to review the insurance requirements set forth during the Term of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in Applicable Law, court decisions, and the claims

history of their industry or the financial condition of the insurance company as well as the Company. Company shall provide other insurance that the City may require in its reasonable discretion. The cost of any such additional insurance shall be a reimbursable expense under Section 11.4.A. All endorsements, waivers, and notices of cancellation endorsements shall indicate:

City of Austin/Department of Aviation
Attn: Airport Risk Manager
3600 Presidential Boulevard, Suite 411
Austin, Texas 78719

B. The "other" insurance clause shall not apply to the City where the City is shown as an additional insured on any policy. It is intended that policies required in this Agreement, covering the City and Company, shall be considered primary coverage as applicable.

C. If insurance policies are not written for amounts specified above, Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

D. The City shall be entitled, upon written request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by Applicable Law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

E. Company shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance provided by Company.

18. INDEMNIFICATION

18.1 **THE COMPANY WILL INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL FINANCIAL LOSSES EMANATING FROM THE HANDLING OF GROSS RECEIPTS, DAILY RECEIPTS, THE CITY'S CHECKS, CREDIT CARD RECEIPTS, OR CASH, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM DISHONEST OR CRIMINAL ACTS, FRAUD, EMBEZZLEMENT, FORGERY, MISAPPROPRIATION OR LOSS OF FUNDS AND ERRORS IN THE PROCESSING OR REPORTING OF FUNDS.**

18.2 **COMPANY, FOR ITSELF AND ITS AGENTS, EMPLOYEES, SUBCONTRACTORS (OF EVERY TIER), AND THE AGENTS AND EMPLOYEES OF SAID SUBCONTRACTORS, SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ANY AND ALL COST, LOSS, EXPENSE, CLAIMS, PENALTIES, DEMANDS, SUITS, CAUSES OF ACTION, AND JUDGMENTS (COLLECTIVELY, "INDEMNIFIED CLAIMS") FOR:**

- **DAMAGE, CONTAMINATION, OR LOSS OF THE USE OF THE PROPERTY OF ANY PERSON (INCLUDING, BUT NOT LIMITED TO COMPANY, ITS AGENTS, OFFICERS, EMPLOYEES AND SUBCONTRACTORS, THE INDEMNIFIED PARTIES, AND CUSTOMERS); AND/OR**

- **DEATH, BODILY INJURY, ILLNESS, DISEASE, WORKERS' COMPENSATION, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON (INCLUDING BUT NOT LIMITED TO THE AGENTS, OFFICERS, AND EMPLOYEES OF COMPANY, COMPANY'S SUBCONTRACTORS AND THE INDEMNIFIED PARTIES, AND CUSTOMERS, AND REGARDLESS OF WHETHER SUCH INJURY, ILLNESS OR DISEASE BECOMES IMMEDIATELY APPARENT OR FOLLOWING A LATENCY PERIOD OF ANY DURATION),**

TO THE EXTENT ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENCE (OF EVERY KIND OR DEGREE), STRICT LIABILITY, OR WILLFUL MISCONDUCT (COLLECTIVELY "FAULT") OF COMPANY, ITS AGENTS EMPLOYEES, OR SUBCONTRACTORS (OF ANY TIER), IN THE PERFORMANCE OF ANY OTHER SERVICE TO BE PROVIDED BY COMPANY UNDER THE AGREEMENT, NO MATTER HOW, OR TO WHOM, SUCH LOSS MAY OCCUR.

18.3 Company shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Indemnified Claims. Maintenance of the insurance required under this Agreement shall not affect Company's indemnity obligations. Company may contest the validity of any Claims, in the name of the Indemnified Parties or Company, as Company may in good faith deem appropriate, provided that the expenses thereof shall be paid by Company. In no event may Company admit liability on the part of an Indemnified Party, without the prior written consent of the Austin City Attorney.

18.4 The terms of each subcontract awarded by Company under the Agreement shall contain Indemnity provisions whereby the subcontractor shall indemnify the Indemnified Parties to the same extent as described above.

18.5 No specification or method of performance described herein shall relieve the Company of its responsibility or liability for compliance with any and all State, Federal, or local laws, ordinances, rules, regulations or orders, nor shall any specification or suggested method of performance constitute a waiver by an Indemnified Party of its rights to seek collection against Company's insurance or its rights to seek indemnification against Company in accordance with terms of such indemnification and hold harmless provisions.

18.6 **IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN ANY ACTION OR CLAIM ARISING UNDER OR CONCERNING THIS AGREEMENT.**

18.7 **Claims Against Company.** In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Company arising out of or concerning this Agreement, the Parking Facilities or the Shuttle Bus System, or the Premises, the Company shall give written notice thereof, to the City within ten (10) days after being notified of such claim, demand, suit, or action. Such notice shall enclose a true copy of all written claims, and if the claim is not written or the information is not discernable from the written claim, state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the person, firm, corporation, or other entity making such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the Austin City Attorney, 301 West 2nd Street, Austin, Texas 78701, with a copy to the Director.

19. PERFORMANCE SECURITY

Upon execution of this Agreement, Company shall deliver to the Director, a performance bond, the penal amount of which shall be equal to the greater of TWO MILLION DOLLARS ($2,000,000.00) or the sum of (i) the projected first Contract Year's management fee and (ii) twenty-five percent (25%) of the projected total first Contact Year operating expenses for the Parking Facilities and Shuttle Bus System. In lieu of a performance bond, Company may, at its option, provide, cash or an automatically renewable, for the Term of this Agreement, irrevocable letter of credit drawn on a City-approved bank in the foregoing amount, as a security deposit, to be held by the City as security for the performance of Company's obligations under this Agreement. The amount of the security shall be renewed annually, prior to the expiration of the Contract Year. Within thirty days of receipt of written notice, the Company shall increase the amount of the performance bond, cash deposit, or letter of credit to equal no less than the sum of the next Contract Year's management fee plus twenty five percent of the projected total next Contract Year's operating expenses for the Parking Facilities and Shuttle Bus System. City will hold the bond, letter of credit or cash deposit as security for the performance of the Company's obligations under the Agreement. The security shall not be considered an advance payment of fees, or a measure of damages in the event of default to make good any arrearage of amounts due under this Agreement. It will guarantee payment of appropriate revenues to the City and will be forfeited in whole or in part to satisfy Company's liability in the event of its failure to pay. Upon request of the City, Company shall restore the security to its original amount or increase it to reflect increased amounts due to the City. Provided Company is not in default at the expiration of this Agreement, the performance bond, letter of credit or cash deposit or any remaining balance thereof will be returned within sixty days after the expiration date, or the date Company surrenders possession of the Parking Facilities and Shuttle Buses to the City.

20. NON-DISCRIMINATION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

20.1 **Agreement subject to Title 49 CFR Part 23**. This Agreement is subject to the requirements of the U.S. Department of Transportation's Airport Concession Disadvantaged Business Enterprise Program Regulations set forth in Title 49 CFR Part 23 ("Part 23"). Company agrees (a) that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Part 23; and (b) to include the above statements in any subsequent management or concession agreement or contract covered by Part 23 that it enters and cause those business to similarly include the statements in further agreements.

20.2 **ACDBE Requirements**. In accordance with 49 CFR Part 23, the City has implemented an Airport Concession Disadvantaged Business Enterprise ("ACDBE") plan ("City ACDBE Plan") under which qualified firms may have the opportunity to operate an Airport concession. Company submitted to the City an ACDBE Compliance Plan ("Compliance Plan"), which is incorporated herein by reference, concerning the ACDBE firms that will

participate in this Management Agreement. Contractor shall comply with the provisions of Part 23, the City ACDBE Plan and the Compliance Plan. Company shall not employ any subcontractor or subconcessionaire except as provided in the Compliance Plan, and shall not substitute any subcontractor or subconcessionaire identified in the Compliance Plan unless the substitute has been approved by the City in accordance with the City ACDBE Plan. Company shall timely submit to the City all reports required under Part 23 or the City ACDBE Plan to demonstrate Company's compliance with its Compliance Plan.

20.3 **Nondiscrimination and Affirmative Action**. Company, for itself, its successors and assigns, as a part of the consideration of this Agreement, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said Premises and improvements; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to unlawful discrimination; (3) that Company shall use the Airport facilities in compliance with all other requirements imposed by, or pursuant to, 49 CFR Part 21 (Non-discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended; and (4) Company assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Non-discrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, color, religion, national origin or ancestry, sex, age, or physical or mental handicap be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in Chapters 5-3 and 5-4 of the Austin City Code. Company assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section. Company assures that it will require that any covered subtenant similarly will undertake affirmative action programs and that the subtenant will require assurance from the subtenant's sub-subtenants, as required by 14 CFR Part 152, Subpart E, to the same effect. Company agrees to post, in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

21. PROHIBITED ACTS AND UNUSUAL RISKS

Company shall not knowingly:

21.1 Commit any nuisance on the Premises, or any other portion of the Airport, or do or permit to be done anything that may result in the creation or commission of such nuisance;

21.2 Cause or produce or permit to be caused or produced upon the Premises, or upon any other portion of the Airport, or to cause to emanate therefrom, any unusual, noxious, or objectionable smokes, gases, vapors, or odors;

21.3 Permit to be used or use the Premises or the Parking Facilities for any illegal purpose or for any purpose not expressly authorized hereunder;

21.4 Do or permit to be done anything which may interfere with the effectiveness or accessibility

of existing and future utilities systems or portions thereof on the Premises or Parking Facilities, or do or permit to be done anything which may interfere with free access and passage in the Terminal Complex or in the streets and sidewalks adjacent thereto;

21.5 Do or permit to be done any act or thing upon the Premises or upon any other portion of .the Airport which will invalidate or conflict with any fire insurance policies covering the Airport or any part thereof or which, in the opinion of the Director, may constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated herein and elsewhere at the Airport;

21.6 Install or permit to be installed coin-operated vending machines or pay telephones on the Premises or in the Parking Facilities without the Director's written consent, which shall not be unreasonably withheld. The Director reserves the right to install and maintain, through independent contractors, such coin-operated vending machines or pay telephones on the Premises as Company may request. All revenues received by Company from vending machine or pay telephone operators shall be considered and reported as Gross Receipts; and

21.7 Change operating hours of any Parking Facility without the Director's prior written approval.

22. OPERATION OF OTHER PUBLIC PARKING FACILITIES

Neither Company, nor any other person or entity which it controls, is controlled by, or is under common control with, shall own, in whole or in part, operate or manage any public parking facility located within a five (5) mile radius of the Airport terminal. During the term of this Agreement, neither Company nor any other person or entity which it controls, is controlled by, or is under common control with, shall, without the prior written consent of the Director, which shall not be unreasonably withheld, acquire, own, in whole or in part, operate or manage any new or additional public parking facilities within a ten (10) mile radius of the Airport terminal. The ten mile restriction shall not apply to other City of Austin parking facilities. Company shall not divert potential Customers or encourage them to use other parking facilities except as may be directed by the Director.

23. ENVIRONMENTAL COMPLIANCE

23.1 **Definitions.** In this Section:

A. "Environmental Laws" - shall refer to and include, without limitation, all Federal, State, City, and local statutes, laws, ordinances, rules and regulations, now or hereafter in effect, and as amended from time to time, related to pollution or the protection of the environment, including those related to emissions, discharges, releases or threatened releases of or the use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous Materials. Environmental Laws specifically include, but are not limited to, the National Environmental Policy Act and as amended by Superfund Amendments and Reauthorization Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Hazardous Substances Act, the

Toxic Substances Control Act, the Clean Water Act, Safe Water Drinking Act, the Oil Pollution Control Act of 1990, the Clean Air Act, the Occupational Safety and Health Administration Hazard Communication Standards, the Environmental Protection Agency Oil Pollution Prevention and Response Rule (40 CFR Part 112), the Texas Hazardous Substances Act, and the Texas Water Quality Control Act.

B. "Hazardous Materials" - shall refer to, and include, without limitation, all substances whose use, handling, treatment, storage, disposal, discharge, or transportation is governed, controlled, restricted, or regulated by Environmental Laws, that have been defined, designated or listed by any responsible Governmental Authority as being hazardous, toxic, radioactive, or that may present an actual or potential hazard to human health or the environment if improperly used, handled, treated, stored, disposed, discharged, generated or released. Hazardous Materials specifically include, without limitation, asbestos and asbestos-containing-materials, petroleum products, solvents, and pesticides. Company's Hazardous Materials shall mean Hazardous Materials introduced to the Premises by Company.

C. "Environmental Claims" – shall refer to, and include, without limitation, all claims, demands, suits, actions, judgments, and liability for: (i) removal, remediation, assessment, transportation, testing and disposal of Hazardous Materials as directed by any Government Authority, court order, or Environmental Law; (ii) bodily injury, or death; (iii) damage to or loss of use of property of any person; (iv) injury to natural resources; (v) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any governmental agency under Environmental Laws; and (vi) costs and expenses of cleanup, remediation, assessment, testing, investigation, transportation and disposal of a Hazardous Material spill, release, or discharge.

D. "Environmental Condition" shall mean any condition with respect to the soil, surface waters, groundwaters, surface or subsurface strata, ambient air or other environmental medium on or off the Premises or the Parking Facilities, whether or not yet discovered, which could or does result in any Environmental Claim to or against Company or City by any third party (including, without limitation, any Governmental Authority), including, without limitation, any condition resulting from the activities, operation or business of any other property lessee, permittee, licensee, City or operator on, off or in the vicinity of the Premises.

23.2 **Compliance.** In its operations at the Airport, Company shall strictly comply with all generally accepted industry environmental practices/standards, applicable Environmental Laws, and the applicable Airport Environmental Policies/ Procedures including, but not limited to, the Storm Water Pollution Prevention Plan ("SWPPP") and Spill Response Plan incorporated herein by reference. Without limiting the generality of the foregoing provision, Company shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of Company's permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained, and notice of and a copy of the current material safety data sheet is provided to the City for each such Hazardous Material. Prior to commencing operations at the Airport, Company will complete an Airport baseline environmental questionnaire. Company shall not

discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, lands or waters, except as allowed under applicable Environmental Laws. Company shall promptly notify the City of any Hazardous Material spills, releases, or other discharges by Company at the Airport and promptly abate, remediate, and remove the same in accordance with applicable Environmental Laws. Company shall provide the City with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Airport, or any alleged material noncompliance with Environmental laws by Company at the Airport within ten (10) days after such documents are generated by or received by Company. If Company uses, handles, treats or stores Hazardous Materials at the Airport, Company shall have a contract in place with an EPA or TCEQ approved waste transport or disposal company, and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Company as required under applicable Environmental Laws and made available to City for review upon request. City shall have the right at any time to enter the Premises and Parking Facilities to inspect, take samples for testing, and otherwise investigate the Premises and Parking Facilities for the presence of Hazardous Materials.

23.3 **Responsibility.** Company shall be responsible for the Hazardous Materials of Company and its subcontractors. Company shall be liable for and responsible to pay all Environmental Claims to the extent caused by Company's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Materials on or at the Airport, the violation of any Environmental Law by Company, or the failure of Company to comply with the terms, conditions and covenants of this Section. To the extent City incurs any costs or expenses (including attorney, consultant and expert witness fees) arising from Company's use, handling, treatment, storage, discharge, disposal, or transportation of Company's Hazardous Materials on the Airport, Company shall promptly reimburse the City for such reasonable costs upon demand. Company shall comply with all applicable reporting requirements under Environmental Laws with respect to spills, releases, or discharges of Hazardous Materials by Company or its subcontractors at the Airport.

23.4 **Environmental Indemnity.** IN ADDITION TO ANY OTHER INDEMNITIES IN THIS AGREEMENT, BUT EXCEPT AS OTHERWISE PROVIDED HEREIN, COMPANY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY FROM ANY AND ALL ENVIRONMENTAL CLAIMS (INCLUDING REASONABLE ATTORNEY'S FEES, LITIGATION AND INVESTIGATION EXPENSES, AND COURT COSTS) TO THE EXTENT CAUSED BY COMPANY'S USE, HANDLING, TREATMENT, STORAGE, DISPOSAL, DISCHARGE, OR TRANSPORTATION OF COMPANY'S HAZARDOUS MATERIALS ON THE PARKING FACILITIES OR AT THE AIRPORT DURING THE TERM OF THIS AGREEMENT, THE VIOLATION OF ANY ENVIRONMENTAL LAW BY COMPANY PERTAINING TO COMPANY'S USE, OCCUPANCY, OR MANAGEMENT OF THE PARKING FACILITIES DURING THE TERMS OF THIS AGREEMENT, OR THE FAILURE OF COMPANY TO COMPLY WITH THE TERMS, CONDITIONS AND COVENANTS OF THIS SECTION. THE FOREGOING INDEMNITY AND OBLIGATION TO HOLD HARMLESS SHALL NOT APPLY TO ENVIRONMENTAL CLAIMS TO THE EXTENT THEY ARISE FROM ENVIRONMENTAL CONDITIONS (1) EXISTING ON THE PARKING FACILITIES PRIOR TO THE EFFECTIVE DATE, OR (2) ORIGINATING FROM PROPERTY

OUTSIDE THE PARKING FACILITIES.

23.5 **Removal.** Prior to the expiration or earlier termination of this Agreement, Company shall remove or remediate in accordance with applicable Environmental Laws and the Airport Environmental Rules and Policies, all of Company's Hazardous Materials from the Premises, the Parking Facilities, the Airport, and surrounding lands and waters. Unless instructed otherwise by the City, Company shall also, prior to vacating the Airport, remove all tanks, piping and other equipment which stored Company's Hazardous Materials, or which are contaminated by Company's Hazardous Materials.

23.6 **Compliance with Federal and State Stormwater Requirements.** Company acknowledges that the Airport is subject to the National Pollution Discharge Elimination System Program ("NPDES") and Federal Stormwater Regulations (40 CFR Part 122) and the Texas Pollution Discharge Elimination Program ("TPDES"). In its operations at the Airport, Company shall comply with all applicable provisions of NPDES, TPDES, Federal and State Stormwater Regulations, and the SWPPP, as they may be amended from time to time.

23.7 **Natural Resource and Energy Conservation and Management.** Company shall comply with all Applicable Laws, and Airport Rules and Regulations pertaining to recycling and energy or natural resource conservation and management at the Airport. The Department has, or will in the future establish and implement an Environmental Management System for the Airport. Company shall fully cooperate with Owner in the implementation and enforcement of all such conservation and management policies and programs.

23.8 **Survival.** The covenants, conditions, and indemnities in this Section shall survive termination of this Agreement. Company shall expressly include the provisions of this Section in all subcontracts.

24. ASSIGNMENT, TRANSFER AND SUBLETTING

24.1 Except as explicitly authorized herein, Company shall not assign, sublet, sell, convey, transfer, mortgage or pledge this Agreement or any part thereof without the Director's prior written consent. Any restrictions, which form a part of any written consent granted, shall be incorporated into a written instrument and shall form a part of this Agreement. Due to the significance of this Agreement and the nature of the services to be provided hereunder, the Director shall have the right, in his sole discretion, to withhold or condition his consent. Company shall not use, or permit any person to use, the Premises, the Shuttle Bus System, Parking Facilities, improvements thereon, or any portion thereof, except for the purposes as provided in this Agreement.

24.2 Company may make an assignment of its interest in this agreement to a lender for debt security purposes, without the Director's prior written consent, provided that such security agreement is consistent with this Agreement, and the City is given written notice thereof, including a copy of the security agreement.

24.3 If Company merges, consolidates, acquires, affiliates, or associates with any other person, company, corporation or other entity, or in any manner whatsoever either is bought out or buys out another person, company, corporation or other entity, and such merger, consolidation, acquisition, affiliation, association or buy out results in a change of control or

management of the operations authorized herein, such merger, consolidation, acquisition, affiliation, association or buy out shall be considered as an Assignment of this Agreement by Company which requires the Director's prior written approval.

24.4 Any assignment, transfer, sublease, pledge, or hypothecation without first obtaining the Director's written consent shall not be binding upon the City, but shall be a material event of default by Company.

25. TERMINATION BY THE CITY

25.1 **Events of Default.** Each of the following shall be an Event of Default for which the City may exercise all rights and remedies available under this Agreement or under law or in equity:

A. Company fails to pay Gross Receipts, as set forth herein, and such failure continues more than ten (10) days after the date of receipt of notice from the City of such non-payment;

B. Company fails to timely deposit Daily Receipts, as set forth herein;

C. Company abandons the Premises, the Parking Facilities, or any substantial part thereof;

D. Any interest of Company hereunder is levied under execution;

E. Company files a voluntary petition in bankruptcy, has an involuntary petition in bankruptcy filed against it and this Agreement is not accepted within ninety (90) days in accordance with applicable Bankruptcy Rules;

F. Company makes any assignment of its property for the benefit of creditors;

G. Company fails to operate the Parking Facilities and Shuttle Bus System in accordance with the terms of this Agreement or fails to perform or observe any of the terms, covenants or conditions of this Agreement, and such failure continues for a period of thirty days after written notice from the City;

H. Company falsifies or makes a material misrepresentation on any report required to by made by Company hereunder, including, without limitation, Gross Revenue reports and monthly expense reports;

I. Company receives more than six Notices of Violation under Section 10.3 in any rolling twelve month period; or

J. Any permit, license, or other governmental permission required for Company to manage the Parking Facilities is terminated, expires, or lapses, and is not reinstated within thirty (30) days.

25.2 **Termination.** In addition to any other right or remedy available to the City under this Agreement or at law or in equity, upon the occurrence of an event of default, and the failure of Company to cure such default within the time specified, the City may terminate this Agreement by upon ten days' prior written notice to Company. Should the nature of a default, excluding a failure to make any payment when due, be such that it is curable, but not capable of being cured within the time specified, Company shall be deemed to have

cured such default, if within such specified time period it commenced performance and thereafter diligently prosecuted the same to completion as soon as reasonably feasible.

25.3 **Liability Continues.** No such cancellation or termination of this Agreement shall relieve Company of its liability and obligations under this Agreement and such liability and obligations shall survive any such expiration or termination.

26. TERMINATION BY COMPANY

26.1 **Events of Default.** Company may terminate this Agreement at any time that it is not in default in its obligations after the happening of any one or more of the following events materially impairing the conduct of its normal business from the Premises:

A. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereto, in such a manner as to substantially restrict Company for a period of at least ninety (90) days from operating thereon.

B. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restricting the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

C. The material default by the City in the performance of any substantive covenant or agreement herein required to be performed by the City, and the failure by the City to cure such default within thirty days after receipt of written notice from Company specifying the default; provided, however, should the nature of the default be such that it is curable, but cannot be cured within thirty (30) days, the City shall be deemed to have cured such default, if within such thirty (30) day period it shall commence performance and thereafter diligently prosecute the same to completion.

D. The complete destruction of the Premises and the City's failure to replace said office, within ninety (90) days after said destruction.

E. The permanent abandonment of the Airport by the City.

26.2 **Termination**. Upon the happening of any such event, and the passage of the time periods described, Company shall have the right to terminate this Agreement by giving written notice thereof to the City at least thirty (30) days in advance of the date upon which termination is to be effective.

27. HOLDING OVER

In the event a new parking management operator has not been chosen by the expiration date of this Agreement, the City shall have the unilateral right to extend the term of this Agreement on month to month basis until such time as a new parking management agreement has become effective. The City agrees to provide Company with thirty (30) days written notice of the termination date of any holdover.

28. DAMAGE OR DESTRUCTION

28.1 **Damage to the Airport.** If any portion of the Parking Facilities or Premises is damaged, and such damage is capable of being repaired within six (6) months, it shall be repaired with due diligence by the City at its own expense, except to the extent the damage is caused by the negligence or willful misconduct of Company. If the damage is not reasonably capable of being repaired within six (6) months, the City shall have the option, in its absolute discretion, whether or not to repair the damage, but shall give Contractor written notice of its decision.

28.2 **Protection of Premises**. The City shall never be obligated to provide security to protect Company's personal property or the contents of the Premises against loss by fire or other casualty.

29. MEDIATION

29.1 Should any dispute arise between the parties to this Agreement other than a dispute regarding (1) the failure to pay fees or other payments as required by this Agreement, (2) possession, or (3) an adjustment of the fees, the parties agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within ten (10) days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within twenty (20) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

29.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within twenty (20) days, a mediator trained in mediation skills to assist with resolution of the dispute. The parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within twenty (20) days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The mediation shall take place in Austin, Texas. The parties agree to participate in mediation in good faith for up to thirty (30) days from the date of the first mediation session. The parties shall share the costs of the mediator equally.

30. REMOVAL OF MOTOR VEHICLES

30.1 **Movement of Motor Vehicles**. Except as provided in Section 30.2, Company shall not move any motor vehicle in, or remove any vehicle from, the Parking Facilities, unless:

- the vehicle is in or obstructs a vehicular traffic aisle, entry, or exit in the Parking Facilities,
- the vehicle prevents a vehicle from exiting a parking space in the Parking Facilities

- the vehicle is in or obstructs a marked fire lane,
- the vehicle is in a parking space that is designated for the exclusive use of a vehicle transporting a disabled person, and does not display the special disabled license plates or parking placard required by Applicable Law, or
- an emergency exists involving public convenience and safety or pursuant to the Director's written directives.

Any expenses incurred in the moving of motor vehicles in an emergency or at Director's request shall, if not collectible from the registered owner or operator of the motor vehicle after reasonably diligent efforts, constitute a reimbursable expense under Section 11.4.

30.2 **Abandoned Vehicles**. If a vehicle remains in any lot for sixty (60) consecutive days, Company shall describe it, to include license plate number, on an Abandoned Vehicle List, which will be forwarded immediately to the Parking Program Manager who will provide the name and address of the registered owner and lienholders of record to Company. Within forty-eight (48) hours of receipt of the information, Company shall notify the last known registered owner and each lienholder of record in accordance with Texas Transportation Code Chapter 683. If the vehicle remains on the lot and the registered owner does not respond within ten days after notice is given, the vehicle shall be considered to be an abandoned vehicle, and Company shall dispose of it in accordance with Texas Transportation Code Chapter 683 and City directives. Company shall include the net proceeds of abandoned vehicle sales proceeds after deducting related legal and sales expenses, in Gross Receipts in the month of such sale. Company shall comply with all Applicable Law concerning abandoned vehicles. **Company shall indemnify and hold the City harmless from any civil or criminal liability resulting from Company's violation of Applicable Law except to the extent the violation was caused at the City's express directions.** Notwithstanding the provisions of this section, a vehicle that remains in a lot for longer than sixty days shall not be placed on the Abandoned Vehicle List if the owner of such vehicle has made written arrangements in advance with Company for an extended stay. In such event, the vehicle shall be placed on the Abandoned Vehicle List if it remains in a lot for more than three business days after the expiration of the agreed-upon extended stay.

31. LEGAL RELATIONSHIPS

Company is, and shall be, an independent contractor hereunder and shall control all ways, means and details incident to the performance of its obligations under this Agreement. Except as expressly stated herein, nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. Company's employees are not employees of the City, are not subject to the personnel policies of the City, and do not participate in the benefits which accrue to City employees.

32. PROHIBITED INTERESTS

No member, officer, or employee of the City during his or her tenure, and for one (1) year

thereafter, shall have any interest, direct or indirect, in this Agreement or its proceeds.

33. EXCLUSIVITY

Company's rights to provide parking and shuttle bus management service are non-exclusive. During the Term of this Agreement, the City may (i) replace the Company with another operator if this Agreement is terminated for any reason, and (ii) engage another contractor to manage other parking lots or garages constructed or acquired by the City at the Airport during the term of this Agreement, including operation of Shuttle Buses serving such lots or garages.

34. SURRENDER OF POSSESSION

34.1 Upon the expiration of the term of this Agreement, by expiration, termination, or otherwise, or of any renewal, or extension hereof, Company shall peaceably quit, deliver up, and surrender the Premises, Shuttle Buses, and the Parking Facilities to the Department, in good order, repair, and condition, reasonable wear and tear excepted. Company shall, immediately upon expiration or sooner of this Agreement, remove all furniture, equipment, supplies and other personal property owned by Company from the Airport, provided that such removal can be accomplished without material injury to any facilities at the Airport and provided that any damage caused to such facilities as a result of such removal is repaired by Company at its own cost and expense to the reasonable satisfaction of the Director. In no event may Company remove any furniture, equipment, supplies or other personal property owned by the City, or for which the City has reimbursed Company. Company shall have the right to remove all of its trade fixtures and equipment installed or placed by it at its own expense, in, on, or about the Premises.

34.2 At time of surrender, the Company shall transition to the new operator in an orderly fashion in accordance with the transition plan in the Procedures Manual. The Company shall deliver all equipment keys, computer cards and equipment operating manuals to the City. Company shall cooperate with the City and successor parking facility manager, and shall provide the successor parking facility manager all information and documentation regarding Company's operations at the Airport under this Agreement reasonably requested by the successor parking facility manager. Company's obligations under this section shall survive termination of this Agreement.

ARTICLE 35
NO LIENS

Company shall pay for all labor done or materials furnished in the repair, replacement, development, or improvement of their office space or other personal property, and shall keep said Premises and Company's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Company's act or omission. If any lien or encumbrance is asserted arising from any acts or omissions of Company, Company shall cause such lien to be released within thirty (30) days after receipt of notice from the City.

ARTICLE 36

SECURITY ARRANGEMENTS

The City shall provide, or cause to be provided, during the term of this Agreement, all proper and appropriate public fire and police protection similar to that afforded to other tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Company shall comply with the Airport Security Plan and may, subject to Chapter 13-1 of the Austin City Code, as amended, provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Company, shall not in any way be construed to limit or reduce the obligations of the City hereunder.

ARTICLE 37
TRANSPORTATION SECURITY REGULATIONS

Company shall comply with applicable Airport security regulations and shall control the Parking Facilities so as to prevent unauthorized access to the air operations area. Company shall comply with all applicable Federal Transportation Security Regulations (Title 49 CFR Chapter XII). Company's security system must comply with Airport security plan. The City reserves the right to install security devices in or on the premises as it deems necessary. Company shall indemnify and hold the City harmless from and against all liability, claims, penalties, fines, cost, loss, or expense incurred by City arising out of, or concerning, a breach by Company of its obligations under this section.

38. GENERAL PROVISIONS

39.1 **Signs.** Company may display no signs on the Airport without the Director's prior written approval.

39.2 **Notices.** Any notice required to be given hereunder must be in writing and shall be given by (a) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section; (b) hand delivering the same to the party to be notified; or (c) overnight courier of general use in the business community of Austin, Texas. Notice given in accordance with this section shall be deemed delivered and effective on the earlier of actual receipt or three calendar-days next following deposit thereof in accordance with the requirements above. A party may, by giving written notice to the other, change the address at which its notices are to be delivered.

Notices to the City shall be sent to the following address:

Director of Aviation
Austin-Bergstrom International Airport
3600 Presidential Boulevard, Suite 411
Austin, Texas 78719

With a copy to:

City Attorney
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767-1088

Notice to Company shall be sent to the following address:

Ampco System Parking
808 South Olive Street
Los Angeles, CA 90014

Copy to:

Daniel G. Huberty, CPFM, MBA
Vice President Airports - Ampco System Parking
815 Walker, Suite 340, Houston, TX 77002

39.3 **Approvals, Consents and Notices.** All approvals, consents and notices called for in this Agreement must be in writing and signed by the party to be charged.

39.4 **Contract Administrator.** The Parking Program Manager, Department of Aviation, 3600 Presidential Blvd., Suite 411, Austin, Texas 78719, telephone (512) 530-6344, will act as the contact point between the City and the Company, and is designated the Contract Administrator. The Contract Administrator shall be authorized to act on behalf of the City to organize, schedule, coordinate work processes and review and approve Company's work projects. The Contract Administrator shall make every effort to resolve questions, expedite decisions and facilitate the review of work performed in a timely fashion.

39.5 **Consent not to be Unreasonably Withheld.** Unless otherwise provided herein, whenever consent is required hereunder by either party, such consent is not to be unreasonably withheld or to be delayed for any unreasonable period of time.

39.6 **Headings.** The articles, sections, subsections, and headings contained in this Agreement are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this Agreement.

39.7 **Jurisdiction and Venue.** The laws of Texas without regard to conflicts of law principles govern this Agreement. Any disputes relating to this Agreement must be resolved in accordance with the laws of Texas. Venue of any action brought concerning this Agreement shall lie in Travis County, Texas, exclusively.

39.8 **Subordination to Agreement with the United States.** This Agreement is subject to the provisions of any agreement made between City and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the FAA's Airport Improvement Program, or in order to impose and use passenger facilities charges under 49 U.S.C. Section 40117 or any successor thereto.

39.9 **Force Majeure.** The failure of a party to perform its obligations hereunder shall be excused to the extent, and for the period of time, such failure is caused by the occurrence of an event of Force Majeure. Force Majeure shall mean acts and events not within the control of the party claiming suspension, and which that party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include, without limitation: Acts of God; strikes, lockouts or other industrial disputes; inability to obtain material, equipment or labor; epidemics, civil disturbances, acts of domestic or foreign terrorism, wars, riots or insurrections; landslides, lightning, earthquakes, fires, storms, floods or washouts; arrests and restraint of rulers and people; interruptions by government

or court orders; present or future orders of any regulatory body having proper jurisdiction and authority; explosions; and breakage or accident to machinery. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. Nothing contained herein shall be construed to require a party to settle a strike or other labor dispute against its will.

No event of Force Majeure shall relieve Company from its monetary obligations under this Agreement, including but not limited to, Company's obligations to remit Gross Receipts or Daily Receipts to the City, nor shall the term of this Agreement be extended by any event of Force Majeure.

39.10 **Nonwaiver of Rights.** No waiver of default by either party of any terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept and observed by the other party.

39.11 **Invalidity of Clauses.** In the event that any covenant, condition or clause herein contained is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity unenforceability of any such covenant, condition or clause, shall in no way affect any other covenants, conditions or clauses, provided that elimination of the invalid provision does not materially prejudice either the City or Company with regard to their respective rights and obligations and the remainder shall be construed and enforced as if the invalid or unenforceable provision were never included in the Agreement. The parties agree to use their best efforts to reform the Agreement to replace an invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intent of the invalid or unenforceable provision.

39.12 **Warranty of Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf has been duly authorized and empowered to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of such party, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditor's rights, or with respect to the City, governmental immunity under the Constitution and laws of the State of Texas. Company shall furnish certified copies of resolutions of the Directors, By-laws, or other evidence of authority to the Director within thirty (30) days from the date of execution hereof.

39.13 **Rights to Proposal and Contractual Material.** All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or agreements and any responses, shall become property of the City upon receipt.

39.14 **Successors and Assigns Bounds.** This Agreement shall bind and inure to the benefit of the parties and their respective permitted successors, assignees, or subcontractors.

39.15 **Right to Amend.** The City and Company reserve the right to amend this Agreement. Any changes to this Agreement shall be in writing and mutually agreed upon and duly executed by both parties. In the event that the FAA, TSA, or other governmental authority of competent jurisdiction, shall require any modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport to use or

impose Passenger Facility Charges, or if it is necessary to modify this Agreement to comply with the requirements of Applicable Law, including regulations, orders and decisions of the FAA or TSA, City shall notify Company in writing. If the parties are unable to agree upon and execute a suitable amendment within the time frame required by the governmental authority, Company agrees that City may unilaterally modify this Agreement, upon advice of its legal counsel, as may reasonably be required to obtain such funds or comply with law. Nothing herein shall preclude Company from contesting such orders or decisions, but Company shall abide by the unilateral modification by City until such time if any as such governmental authority's order or decision is stayed, rescinded or invalidated as long as such stay, rescission or invalidation remains in effect.

39.16 **Liability of Agents and Employees.** No member, officer, agent, director or employee of the City or Company shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or because of any breach thereof, or because of its or their execution or attempted execution.

39.17 **Time of the Essence**. Time is expressed to be of the essence of this Agreement.

39.18 **Entire Agreement**

A. This Agreement, together with the exhibits listed below, constitute the entire Agreement between the parties hereto with respect to the subject matter of this Agreement. It is further understood and agreed by Company that the City and its agents have made no representations or promises with respect to this Agreement, except as expressly set forth herein, and that no claim or liability or cause for termination shall be asserted by Company against the City, and the City shall not be liable by reason of the breach of any representations or promises not expressly stated in this Agreement. The City and Company are the only parties to this Agreement and as such are the only parties to enforce its terms. Nothing in this Agreement gives, or shall be construed to give or provide, any benefit, direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.

B. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits hereto, and have sought and received whatever advice needed for them to form a full and complete understanding of all rights and obligations herein. The exhibits to this Agreement are as follows:

Exhibit A -Parking Facilities Layout Map

Exhibit B - The Premises

Exhibit C - Inventory of City-Provided Equipment

Exhibit D - Employee Benefits

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Company have executed this Agreement by their duly authorized representatives as of the Effective Date.

CITY OF AUSTIN

Approved as to form

Assistant City Attorney

By: _____

Name: Jim Smith

Title: Executive Director Aviation

Date: 9/14/09

AMPCO SYSTEM PARKING

By: _____

Name: SAM CHERKAOUI

Title: VICE PRESIDENT

Date: 9-10-09

EXHIBIT A
PARKING FACILITIES

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT
AUSTIN, TEXAS

EXHIBIT A

SITE PLAN

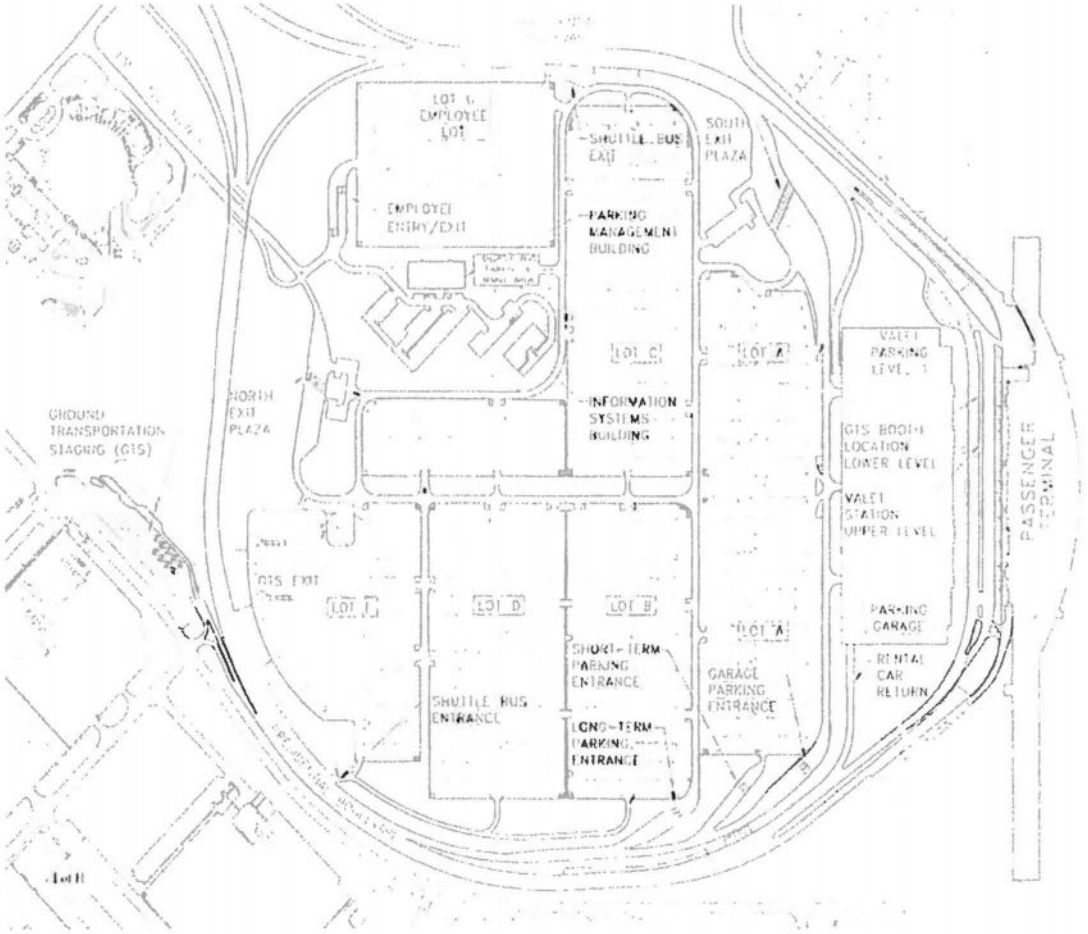


EXHIBIT B
PREMISES

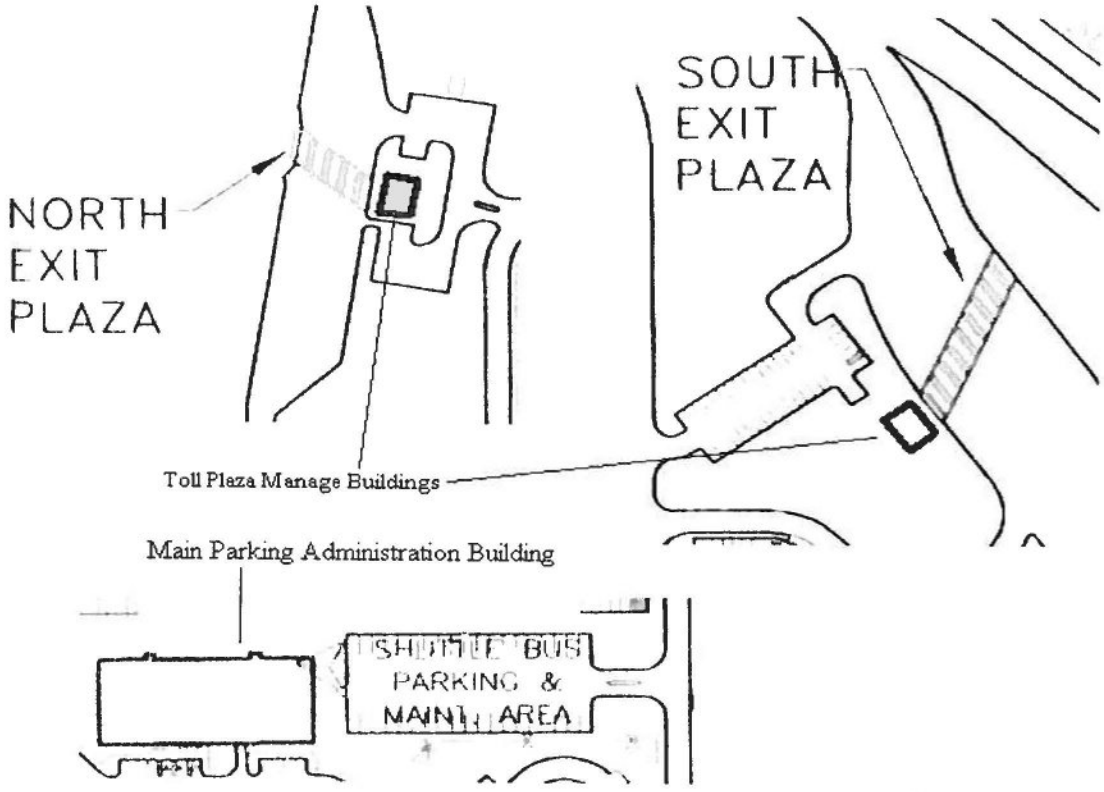


EXHIBIT C
INVENTORY OF CITY-PROVIDED EQUIPMENT

Facility Management System (FMS) Equipment:

The components that make up the Parking Revenue Control System are 15 Fee Computers w/ License Plate Inventory Client and AmanoCharge Client (FC), 13 Ticket Dispensers (TD), 7 Automatic Vehicle Identification (AVI) Access Points, 3 Telecomm Boxes, 68 Loop Detection Points, 68 barrier gate controllers, 24 Proximity Card Readers, 20 Magnetic Stripe Card Readers, 6 ExpressParcs (EPs), 11 Client Workstations w/ Monitor and McGann Professional Client (1 w/ AmanoCharge Client), 14 Pan Tilt Zoom Cameras, 14 Camera Client Computers w/ Monitor, 1 Closed Circuit Television (CCTV) Digital Video Recorder (DVR) Server, 1 License Plate Inventory (LPI) Server, 1 AmanoCharge Credit Card Processor Server, 1 Internet Information Services (IIS) Server, 1 McGann Professional Server w/ MS SQL 2005, 1 Backup Server w/ MS SQL 2005.

TD's:

There are four Amano AGP-2000 Ticket Dispensers (TDs) located at the entry to Garage Parking, three located at the entry of Daily Parking and four at the entry to Long-term parking. There are two Amano ETP-22 Ticket Dispensers located at the exits from the Ground Transportation Staging Area (GTSA). The purpose of the Ticket Dispenser is to provide a receipt of entry into the parking area or to provide proof of payment and inspection at GTSA.

FC's:

There are nine Amano AGP-5200 Phase III Fee Computers located at the South Toll Plaza, five located at the North Toll Plaza, and one located at the Valet Terminal. The purpose of the Fee Computer is to process tickets and handle cash and credit card (through the use of the AmanoCharge client) payment upon exit. The Fee Computers also use the License Plate Inventory client to check for invalid dates and times on tickets and to determine parking fees for lost and damaged tickets. The information from these transactions are stored locally on the PC hard drive and is also transmitted to the McGann Professional Server and then stored in the SQL Database for reporting and reconciliation purposes. The credit card information is sent to the AmanoCharge Server for verification and approval.

EP's:

There are four Amano AGP-4400 ExpressParcs at the South Toll Plaza and two at the North Toll Plaza. The EPs allow customers to exit using a ticket from one of the entrance ticket dispensers and accept payment by credit card for any parking fees incurred. A receipt of the transaction is then generated and issued to the customer.

AVI's:

There are seven Automatic Vehicle Identifier (AVI) points on site. They consist of Transcore tag readers, McGann MT-280 communication boards, and Amano AGP-1700 Parking Gates. They are located at the service entrance to Lot A, shuttle bus entrance to Lot C, shuttle bus entrance to Lot E, Main Shuttle Bus entrance, Main Shuttle Bus Exit, Lot G shuttle bus entrance, and Lot G shuttle bus exit. The purpose of the AVI access points is to monitor the activity and allow access of the shuttle buses and the service vehicles in the parking area without having to go through the public parking entries or exits. The AVI is linked to the McGann Professional Server and access can be granted or denied by the software. The McGann Professional Server also logs all access attempts and results in the SQL database.

Barrier Gate Controllers:

There are sixty-eight barrier gate controllers. Two are located at the entry of the Ground Transportation Staging Area (GTSA) and their purpose is to provide entry into the area for shuttles and taxis and to control the traffic flow into the area. Two are located at the exit of GTSA to enforce the use of Debit Proximity Cards for tracking and billing purposes. Two are located in Lot A to allow exit only to long-term parking since the two areas have a different rate structure. There are four located on the shuttle bus route at the main shuttle entry and entries to Lots F, D, and B. This allows shuttle buses different entry points to Long-term Parking and restricts the public from entering the shuttle bus access road. These gates allow entry only. There is one located at the service entrance to

Lot A behind the North Toll Plaza building to allow entry only to Lot A for shuttle busses and service vehicles. Two are located at the Main Shuttle Bus Exit behind Lot C (one is located at the AVI point and another just ahead to prevent "tailgating" out of the lot). Both of these gates allow exit only. Two are located at the employee lot (Lot G) entrance and two at the exit of Lot G, which are used to control the flow of traffic in and out of Lot G and restrict entry to proximity card reader only (or AVI access in the case of the Lot G shuttle bus / employee entrance). One is located at the Lot G Shuttle Bus exit to restrict exit to shuttle busses only. This gate is exit only. There are twenty-five located throughout the long term parking lots (five in Lot B, six in Lot C, five in Lot D, four in Lot E, and five in Lot F) used to control access to the lots. When a lot reaches capacity the gates in that lot lower and allow only exiting until the number of occupied spaces drops to a specified number at which time the lot reopens. There are four at the entrance to the long term parking lots, three at the entrance to Lot A, and four at the entrance to the short term parking garage used to control access to the parking facility and to enforce the use of the Ticket dispensers, proximity card readers, or magnetic stripe card readers. There are nine at the South Toll Plaza and five at the North Toll Plaza used to control exit from the parking facility and to enforce the use of the Fee Computers, ExpressParcs, proximity card readers, or magnetic stripe card readers. All of the Barrier Gate Controllers can be remotely controlled through the McGann Professional system except the two at the entrance to GTSA.

Proximity Card Reader:

There are two proximity card readers located at the entry to Lot G. Their purpose is to restrict entry into the area to personnel with valid proximity cards. There are two at the exit of Lot G intended to restrict exiting of Lot G to personnel with valid proximity cards only. There are four at the entrance to the long term parking lots, three at the entrance to Lot A, and four at the entrance to the short term parking garage to allow access to personnel with valid proximity cards. There are four at the South Toll Plaza and two at the North Toll Plaza to allow personnel with valid proximity cards to exit the facility. There is one at the Valet Curbside Check-in. There are two at the exits of the Ground Transportation Staging Area to debit the accounts of Ground Transportation providers entering the airport facility. The readers are connected to the McGann Professional Server, which gives control to grant or deny access remotely. Activity is sent to the McGann Professional Server and then stored in the SQL database to be used for reporting purposes.

Magnetic Stripe Card Reader:

There are four magnetic stripe card readers at the entrance to the long term parking lots, three at the entrance to Lot A, and four at the entrance to the short term parking garage. These readers allow the use of a credit card or ParkPerk™ card to gain entrance to the parking facility. There are four located at the South Toll Plaza and two located at the North Toll Plaza to allow exiting the parking facility by using a credit card or ParkPerk™ card as means of payment (this option is only available to a customer who has also used the magnetic stripe card reader system to enter the parking facility). There are two located at the exit of the Ground Transportation Staging Area to allow the use of magnetic stripe cards for Ground Transportation accounts. There is one located at the Valet Curbside Check-in to allow the use of ParkPerk™ cards for customers parking in valet. The readers are connected to the McGann Professional Server, which gives control to grant or deny access remotely.

Activity is sent to the McGann Professional Server and then stored in the SQL database to be used for reporting purposes.

CCTV System:

There are nine Pan Tilt Zoom (PTZ) cameras located in the lanes at the South Toll Plaza and five located in the lanes at the North Toll Plaza. In each lane the PTZ camera is connected to the Camera Client to allow viewing of license plates on vehicles exiting the parking facility for entry into the License Plate Inventory client on the Fee Computer. All PTZ cameras are also connected to the CCTV DVR Server for monitoring and archival purposes.

Client Workstations:

There are eleven Client Workstations with the McGann Professional Client. One is located in the North Plaza, one in the South Plaza, two in the Parking Management Office reception area, one in the Ground Transportation Staging Area booth, one in the Ground Transportation Staging Area manager's office, one in the City of Austin Finance department, one in the Parking Management Accounting office (which also has the AmanoCharge client

loaded), one in the Parking Management manager's office, one in the City of Austin Parking manager's office, and one in the City of Austin Information Systems office. The purposes of these units are to provide an interface to the system in order for these groups to perform their various duties and to obtain reports from the data stored on the McGann Professional, AmanoCharge, and License Plate Inventory Servers.

McGann Professional Server:

There is one McGann Professional Server. Its purpose is to collect raw data from the lane equipment, remotely program and synchronize lane equipment, monitor lot counts, monitor equipment status, allow remote management of parking equipment, provide a communication link between the McGann Professional software and the lane equipment, process credit card transactions from the automated lane equipment (magnetic stripe card readers and ExpressParcs), manage ParkPerk™ card accounts, manage debit card accounts, manage contract parker accounts, provide reporting on all data collected, and archive and backup all parking revenue and access data.

AmanoCharge Server:

There is one AmanoCharge Server. Its purpose is to provide a communication link between the AmanoCharge application and the Fee Computers to allow the processing of credit card data. It also stores transaction information from Fee Computer credit card transactions and generates reports regarding this data.

Loop Detector:

There are sixty-eight loop detection points throughout the parking facility. The purpose of the loop detector is to sense the presence of a vehicle by the vehicle interrupting a magnetic field generated by a loop of wire beneath the driving surface. There are three different applications of loop detectors in the parking facility. One application uses the loop to detect vehicle presence to arm proximity card readers, magnetic stripe card readers, AVIs, ticket dispensers, ExpressParcs, Fee Computers and barrier gate controllers to ensure that a vehicle is present before allowing a transaction to occur. Another application uses the loop as a safety and closing device for barrier gate controllers in order to prevent vehicle impacts with barrier gate arms and to signal the barrier gate controller to close the gate arm after a vehicle has passes through the gate. The final application uses a set of loops to determine presence and direction of a vehicle travel to determine facility and lot counts. In all applications the loop detector is housed in an Amano AGP-1700 Parking Gate and is connected to a set of loops.

Telecomm Units:

There are several pieces of equipment involved in the Telecomm aspect of the parking operation. There are two telecomm boxes located in the long term parking lots (one in Lot B and one in Lot C) and one at the Ground Transportation Staging Area that house fiber to RS-485 converters and surge suppressors. The fiber to RS-485 converters relay communication between the parking equipment and the RS-485 to RS-232 converters (TCs) at the servers. The TCs convert signals in RS-485 coming from parking equipment and fiber converters into RS-232 which is directly usable by the servers.

CCTV Servers:

The CCTV Server is connected to all PTZ cameras and monitors and records all activity. It has an archive of footage captured by the PTZ cameras that can be searched for specific events. It also allows a user to Pan Tilt or Zoom the cameras connected to the server.

LPI Server:

The License Plate Inventory Server collects data from the Handheld Units (HHUs) and inputs it into the License Plate Inventory. The data is then used by LPI clients to determine validity of parking tickets and to determine parking fees of lost and damaged tickets. The LPI server maintains a list of all license plates currently parked in the facility as well as recently exited plates. It also keeps an archive of all license plates that have ever parked in the facility for tracking and security purposes.

IIS Server:

The IIS Server maintains the Frequent Parker "ParkPerk™" website and communicates registration and redemption data to the McGann Professional Server.

Backup Server:

The Backup Server is intended as a failover for any services lost from another server failure. It runs update services for client workstations and other servers, anti-virus update server, a backup instance of MS SQL 2005, and file server services.

RasTrac Shuttle Tracking System:

System of one computer and communication devices installed in each shuttle that is used to monitor and track the Shuttle Buses

EXHIBIT D
EMPLOYEE BENEFITS

Employee Benefits Program: Benefits for full-time (average 30 or more work hours per week) Hourly Employees are as follow:

Health benefits: Please refer to the following Health Benefits Attachments

Vacation: Based on 40 hr work week:

Service Period	**Annual**
0 – 3 months	No accrual 3 – 12 months week
2nd – 3rd year	1 week
4th yr – 7th yr	2 weeks
8th yr and there after	3 weeks

# of hours per month	**# of hours per year**
0	
3.33 hours	40
3.33 hours	40
6.67 hours	80
10 hours	120

Vacation accrual is based on average hours worked per week, i.e., worked average 32 hours per week, one week of vacation equals to 32 hours vacation benefit. New rates begin to accrue after reaching the threshold periods. Employees, working less than an average of 30 hours per week, are not eligible for vacation benefits.

Holidays:
New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If worksite is open for operation, employee working receives double time pay for holiday worked. If the worksite is closed for operation, employee receives straight time pay for holiday not worked if he/she is available to work the day before and the day after the holiday. If the worksite is a 24 hrs/7 days operation, the holiday will be observed on the actual holiday. If the worksite is a Monday through Friday operation, holiday pay will be determined by the day the holiday was observed. For example, July 4th falls on a Sunday, it is observed on Friday, July 2nd in accordance to the Corporate holiday calendar for the regional and branch offices.

Jury Duty: Time off is given, but it is without pay. Employee must provide notice from the courts for jury duty service or it will be considered unexcused absences.

401K Plan: Employees with 1 year or more of service are eligible to participate in the Company's 401k Retirement Plan. Employees can defer between 1% to 50% pre-tax basis into their 401k with a company matching.

Employee Stock Purchase Plan: All employees are eligible to participate in the stock purchase plan. Through payroll deductions, employees are able to purchase company stock at a discounted rate.

SOUTH CENTRAL REGION HOURLY EMPLOYEES
ABM BENEFIT PLAN RATES FOR 2009

Enrollment of plan will be effective on the seventh month following employees' six months anniversary date of hire if they choose to participate and cannot be changed during the plan year, until next the open enrollment period. The Company will continue to pay a significant portion of your healthcare cost. The monthly costs levels for employees for 2009 are:
AETNA HEALTH INC. www.aetna.com 1-800-888-982-3862
Group # 0002

POS Plan

Employee Only	Employee + 1	Employee + Family
Premium $456.46	Premium $954.03	Premium $1,369.40
Employee Pay $114.12	Employee Pay $611.69	Employee Pay $ 1,027.06
Company Pay $ 342.34	Company Pay $ 342.34	Company Pay $342.34

HMO Plan

Employee Only	Employee + 1	Employee + Family
Premium $478.65	Premium $ 1,000.37	Premium $1,435.95
Employee Pay $ 119.66	Employee Pay $641.38	Employee Pay $1,076.96
Company Pay $ 358.99	Company Pay $ 358.99	Company Pay $ 358.99

Assurant Dental Plan

Employee Only	Employee + 1	Employee + Family
Premium $12.07 Employee Pay $ 0	Premium $ 19.53 Employee Pay $0	Premium $29.91 Employee Pay $0

Assurant Dental Group # PCDR11 1-800-733-7879
[NO PREMIUM] employee responsible for co-pay according to services rendered

Life Insurance Full time hourly also eligible for a Life Insurance and Accidental Death and Dismemberment benefit at no cost to the employee.

Sick Time - Full Time employees get three sick days a year starting on their 6 months anniversary date of employment sick days are not allowed to be carried over.

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

Solicitation Number: RFP PAX0127

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the provisions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 1 of your offer.

1. **0300 STANDARD PURCHASE TERMS & CONDITIONS**

☐ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

Solicitation Number: RFP PAX0127

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 1 of your offer.

2. **0400 SUPPLEMENTAL PURHCASE PROVISIONS**

☐ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

Solicitation Number: RFP PAX0127

The offeror shall clearly indicate each exception taken, provide alternative language, and justify the alternative language. The offeror that is awarded the contract will be required to sign the contract with the

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING EXCEPTIONS

terms and conditions accepted; any exceptions may be negotiated or may result in the City deeming the offer non-responsive. Failure to accept or provide the exception information below may result in the City deeming the offer non-responsive.

Place this attachment as Tab 1 of your offer.

3. **0500 SCOPE OF WORK**

☐ Accepted as written. ☐ Not accepted as written. See below:

Indicate:
Page Number **Section Number** **Section Description**

Alternate Language:

Justification:

NOTE: Copies of this form may be utilized if additional pages are needed.

AIRPORT SERVICES

ORIGINAL

Proposal for the Parking Operations Management Services (PAX0127) AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

Submitted to:

City of Austin, Texas
Purchasing Office

February 16, 2016

COVER LETTER

AIRPORT SERVICES

SP Plus Corporation
1301 East Ninth Street
Suite 1050
Cleveland, OH 44114

p. 216-522-0700
f. 216-523-8080
www.spplus.com

February 16, 2016

Ms. Sai Xoomsai Purcell
Senior Buyer Specialist
City of Austin, Municipal Building
124 W. 8th Street, Rm 308
Austin, TX 78701

RE: Proposal for Parking Operations Management Services for Austin-Bergstrom International Airport (Solicitation No. PAX0127)

Dear Ms. Purcell:

SP Plus Corporation (**SP+**) is pleased to present its proposal to provide Parking Operations Management Services for the Austin-Bergstrom International Airport (ABIA). We trust the information provided addresses the requirements set forth in the RFP and demonstrates our Company's continued commitment to excellence in everything we do for our clients and their valued customers.

Uniquely Qualified… Founded in 1929, and having first introduced the concept of paid airport parking in the United States in 1951, **SP+** thoroughly understands the unique challenges of the airport parking environment. Every airport is different – our approach is to deliver a first class operation designed around the conditions and needs of each of our airport operations.

Unlike our competitors, **SP+** maintains a dedicated Airport Services Division staffed by the most knowledgeable and experienced airport parking professionals in the industry, focused solely on the needs of our airport clients. This sharp focus, attention to detail, committed management team and customized approach has made us the leader in airport parking and landside services.

The SP+ Umbrella has Landside Services Covered… **SP+** operates more than 3,900 parking facilities, encompassing over 2.1 million parking spaces, and manages more combined airport parking, valet and shuttle operations than any other parking operator. A few examples of current **SP+** managed and complex operations similar in scope to ABIA include Portland International, George Bush Intercontinental and Kansas City International Airports. The diverse experience, subject matter experts, strength and resources of our organization directly benefits ABIA via our unparalleled access to best practices that enhance customer satisfaction, increase operational efficiencies and reduce expenses.

Airport Transportation Specialists… **SP+** manages and operates shuttle bus systems at 30 U.S. airports, transporting over 35 million passengers annually in fleets aggregating over 700 vehicles. These shuttle bus services are diverse in terms of size, character and complexity, including public parking shuttles, employee shuttles, AOA shuttles and consolidated rental car facility shuttles.

Aligned Strategic Goals... With **SP+** as its parking and transportation partner, ABIA will retain the industry leader with the proven experience to deliver ABIA's strategic goals: to improve the customer experience and operational efficiency, and increase parking market share and net profit. Following are highlights of a few strategies for success we propose to support ABIA in achieving these strategic goals:

New Services to Enhance the Customer Experience and Increase Revenues… **SP+** is excited to leverage relationships with our national vendors and new partners, local to Austin. We propose Houston-based BuyMyWash.com (BMW) to implement a remote car wash service that allows customers to park in any of the Airport's parking lots, keep their keys, and return to a freshly-cleaned vehicle.

The dry cleaning service we propose is particularly appreciated by frequent business travelers. **SP+** will identify a local vendor to provide dry cleaning and laundry services, picking up at the ABIA valet and returning the cleaned garments prior to the customer's return. **SP+** first introduced this service at our valet operation at SFO in 2015 and recently expanded it to the Long Term parking facility. Both the car wash and dry cleaning services provide a revenue share to the Airport and have garnered rave customer reviews.

New Ambassador Service in Lot A… **SP+** proposes a new Ambassador Service in Lot A to transport customers between their vehicles and a designated area close to the Garage (G1) pedestrian walkway. Marketed as premium "Close-In Parking", but with no shuttle service, for many parkers the walk can be farther from a shuttle stop in the less expensive surface lots. Our proposed 9-passenger electric vehicle is designed for protection from the elements and comfort. ***Proposed staffing efficiencies will allow SP+ to provide the Ambassador Service with existing personnel, so no additional labor expense is incurred.***

Increase Market Share and Net Profit… **SP+** has been successful in developing and managing marketing programs and strategies that helped our airport clients enhance customer satisfaction and convenience, increase operating efficiencies, grow market share and generate added revenues. While ABIA already has a Frequent Parker Program (FPP) in place, we believe the Airport would further benefit from a Corporate Parking Program. This program, which can be integrated into the existing FPP, will provide an opportunity to get in front of corporate travel managers who influence the parking choices of the most frequent, least price sensitive, travelers.

Progressive marketing is critical given the constant evolution of customer touch points, technology applications and social media. Properly placed advertising with Pandora internet radio is one of our recommended options for non-traditional media, where ABIA can take a market advantage over the competition.

SP+ recognizes there is significant opportunity for growing market share and enhancing parking revenue at Austin-Bergstrom International Airport. **SP+** offers a strategic relationship with Manchester Airports Group USA (MAG), an airport management and services company providing an innovative approach to yield management and dynamic pricing in the airport parking industry. More information about this and other programs can be found in **Section H – Marketing Plan**.

Advance Booking and Reservations… **SP+** proposes to develop a customized reserved parking option to allow ABIA travelers to secure parking online, prior to arriving at the Airport. ***SP+ has identified close-in, convenient spaces for designated Premium Parking in each of the parking facilities and will absorb all costs associated with web development, its ongoing maintenance and signage to promote the new offering.*** **SP+** has introduced several highly successful premium parking programs in airports, with meaningful financial results. At Denver International, we routinely average more than 400 reservations per day, and generated over $300,000 in added revenue to the Airport in 2015.

Improved Operating Efficiency and Increased Net Profit to ABIA… Based upon our multi-day observation of current ABIA parking operations, **SP+** is confident we can bring significant efficiencies to the parking facilities. Our valet staffing plan will save ABIA 168 hours per week and over $113,000 annually in base wages alone. Aligning valet staffing with true demand, coupled with our plan to assign a Valet Manager to oversee the weekday operations, will ensure greater employee accountability and a consistent service level during the most demanding times of day. This method of operation has proven

successful and cost-effective at similar **SP+** operations, and fully accounts for the heavy intake and retrieval peaks in airport valet operations. We believe the current operation is staffed consistently for the busiest hour and peak day instead of capitalizing on the synergies and the full resources of the combined parking, shuttle and valet operations. We have also identified significant opportunities for savings in the Parking operations by further utilizing ABIA's investment in automation and technology. ***In total we recommend 968 less staffing hours per week, producing annual savings of over $655,000 in base wages alone for ABIA.***

Award Winning Training and Customer Service… At **SP+**, we realize the roadmap to achieve these strategic goals lies primarily in the empowerment, training and motivation of our management and staff. Through comprehensive training and reward-recognition programs, each member of our organization is given the tools to meet our high expectations – an approach that has sustained us as the industry innovator and leader. The cornerstone of our award-winning customer service is our internally-developed ***Three Keys to Customer Satisfaction*** training program. Through ***SP+ University*** we deliver web-based, job specific training to all levels of hourly and supervisory employees. ***SP+ University*** offers over 300 different training modules, from ticket-to-tape audit to harassment and diversity policies to on-the-job safety and environmental compliance.

Financial Capabilities…We understand the unique fiduciary responsibilities of collecting and accounting for revenues on behalf of public bodies. As a publicly traded company, we adhere to strict accounting, internal control and reporting standards – far more rigorous than those followed by our non-public competitors. In addition to the detailed daily revenue control procedures we perform – including the audit of each and every exception transaction – **SP+** supplemental audit and quality assurance programs include corporate security audits, control self-assessment (CSA) audits and a regular mystery shops.

To ensure the security of customer credit card information throughout our organization, **SP+** has created an internal PCI Compliance Department assigned to implement and monitor specific policies and procedures and maintain firewalls related to Payment Card Industry (PCI) compliance.

Technology Experts… **SP+** manages some of the most sophisticated revenue control systems in the industry, including the complex AMANO system at George Bush Intercontinental Airport. Our regional Airport Services office in Houston, Texas staffs a full time expert AMANO McGann system administrator, who will be a tremendous asset and resource to the ABIA operation.

SP+ technology experts can build a custom dashboard from any PARCS SQl database, integrating real time occupancy and daily revenue/transaction snapshots. The Houston Airports dashboard breaks occupancy down to the level by garage and revenues/transactions by facility, cash and credit. In addition, the dashboard tracks reservations, couponing and Frequent Parker transactions plus much more. An **SP+** dashboard provides our clients a tool to better manage their airport's parking assets.

Meaningful M/WBE Participation…**SP+** is pleased to partner with multiple local firms to provide meaningful support and expertise to the ABIA operation. In total, **SP+** projects to spend more than $360,000 utilizing local Minority and Woman Owned Business Enterprises (MBE/WBE) to provide marketing and advertising services, janitorial and custodial services and shuttle bus washing, exceeding the City's goals for MBE and WBE participation in the solicitation. **SP+** will continue to actively review its operations at ABIA and engage local and small businesses to enhance our operating team.

SP+ is proposing a very competitive and comprehensive package that offers a significant financial return to ABIA and superior customer experience, accompanied by a depth of airport-specific resources and support that no other operator can provide.

Please do not hesitate to let us know if you would like additional information. We remain committed to delivering the highest standards of service and thank you for your consideration of our proposal.

Sincerely,

Jason Finch
Senior Vice President – West Airports

TABLE OF CONTENTS

TABLE OF CONTENTS

A. City of Austin Purchasing Documents

B. Authorized Negotiator

C. Business Organization

D. Operation Plan

E. Industry Experience and Qualifications

F. Operation, Management, and Personnel Plan

G. Training Plan

H. Marketing Plan

I. Operating Budget

J. Management Fee

K. Annual Incentive Fee

L. Financial Requirements

M. Exceptions

EXHIBITS

Exhibit 1 – Reference Letters

Exhibit 2 – Staffing Charts

Exhibit 3 – Sample Operating Reports

Exhibit 4 – Transition Schedule

Exhibit 5 – Sample AMANO McGann PRCS Procedures

Exhibit 6 – Job Descriptions

Exhibit 7 – The Three Keys to Customer Satisfaction

Exhibit 8 – SFO Ambassador Comment Cards

Exhibit 9 – Training Schedules

Exhibit 10 – Marketing Program

Exhibit 11 – Off-Airport Competitor Analysis

Exhibit 12 – Corporate Parker Program Collateral

Exhibit 13 – Manchester Airports Group USA

A. CITY OF AUSTIN PURCHASING DOCUMENTS

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: PAX0127

DATE ISSUED: 11/09/2015

COMMODITY/SERVICE DESCRIPTION: PARKING OPERATIONS MANAGEMENT SERVICES

REQUISITION NO.: 15091100523

COMMODITY CODE: 96259

PRE-PROPOSAL CONFERENCE TIME AND DATE: 12/02/2015, 1:00 pm, local time

LOCATION: 2716 Spirit of Texas, Austin, TX 78719

PROPOSAL DUE PRIOR TO: 02/02/2016, 2:00 pm, local time

COMPLIANCE PLAN DUE PRIOR TO: 02/02/2016, 2:00 pm, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 308, AUSTIN, TEXAS 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Sai Xoomsai Purcell
Senior Buyer Specialist
Phone: (512) 974-3058
E-Mail: sai.xoomsai@austintexas.gov

Roger Stricklin
Corporate Contract Administrator
Phone: (512) 974-1727
E-Mail: roger.stricklin@austintexas.gov

When submitting a sealed Offer and Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # PAX0127	Purchasing Office-Response Enclosed for Solicitation # PAX0127
P.O. Box 1088	124 W 8th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND ELEVEN (11) ELECTRONIC COPY OF YOUR RESPONSE

The electronic version must be on flash drive in PDF format

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	16
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	10
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	21
Exhibit 1	Proposed Operating Budget	3
Exhibit 2	Management Fee	1
Exhibit 3	2014 – 2015 Budgets	4

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: SP Plus Corporation

Company Address: 1301 East Ninth Street, Suite #1050

City, State, Zip: Cleveland, OH 44114

Federal Tax ID No. [redacted]

Printed Name of Officer or Authorized Representative: Jason Finch

Title: Senior Vice President - West Airports

Signature of Officer or Authorized Representative:

Date: 2/12/16

Email Address: jfinch@spplus.com

Phone Number: (650) 821-7911

*** Proposal response must be submitted with this Offer sheet to be considered for award**

20. (Q) Are the shuttle vehicle maintenance repairs a reimbursable item?
(A) Maintenance expense for maintaining the City's Shuttle Fleet is a reimbursable expense.

21. (Q) Does the current Contractor charge a markup to the credit card fee?
(A) No.

Section 0600 Proposal Preparation Instructions and Evaluation Factors

22. (Q) Paragraph 1.K. Please clarify that the Annual Incentive Fee distribution to employees is limited to the Contractor's employees assigned under the City contract?
(A) The City extends an opportunity for the Successful Proposer to earn an annual incentive fee for quality service and improved performance. If the City approves the awarding of an incentive fee for the calendar year, a minimum of 50 percent of any award must be distributed only to Successful Proposer's employees working at Austin-Bergstrom International Airport.

23. (Q) Paragraph 3.2- Evaluation Factors, Item 6. Exhibit 1, FY15 Operating Budget. Should Proposers submit three separate Exhibit 1 detailing 1) Valet, 2) Shuttle, and 3) Parking or a single combined budget? If three submittals are required, will the subtotal Operating Budget be needed?
(A) Proposer should submit budgets specific to the Parking operation, Shuttle operation and Valet operation. A budget combining the three operations into one overall budget is also required.

24. (Q) **Section 0605 – Local Business Presence Identification Form**. How is Local Business presence calculated?
(A) A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. The City uses the following link to determine if an address is in the Austin Corporate City Limits using the Geo Profile Tool. http://www.austintexas.gov/GIS/DevelopmentWebMap/

25. (Q) Can the City provide a list of the current Subcontractors?
(A) Yes. Proposers will need to submit the request in writing to sai.xoomsai@austintexas.gov.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sai Xoomsai, Senior Buyer Specialist, Purchasing Office — 12/16/2015 Date

ACKNOWLEDGED BY:

SP Plus Corporation — Vendor Name

Authorized Signature — Jason Finch, Senior VP - West Airports

2-12-16 — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 2** **Date of Addendum:** January 4, 2016

This addendum incorporates the following changes, questions, and answers to the above-referenced RFP.

1. (Q) What dollar amount does MBE/WBE Procurement Program Compliance Plan based off? Would it be management fee or management fee plus reimbursable allowances?
   (A) For purposes of completion of the MBE/WBE Procurement Program Compliance Plan, total base bid is the management fee excluding any reimbursable allowances. Allowances are items that are not considered subcontracting opportunities and may or may not materialize.

2. (Q) Can the City provide a list of current subcontractors?
   (A) Austin Parking, Inc. (MDB)
   Creative Heads Advertising, Inc. (WBE)
   Talmage & Cornelius Insurance Services, Inc. (WBE)
   Benqwest, LLC. (MBE)
   Penske Truck Leasing Co., LP

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sai Xoomsai, Senior Buyer Specialist, Purchasing Office — 01/04/2016 Date

ACKNOWLEDGED BY:

SP Plus Corporation (Vendor Name) — Authorized Signature: Jason Finch, Senior VP - West Airports — 2-12-16 (Date)

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

16. (Q) Is the License Plate Inventory (LPI) function currently completed with handhelds or via mobile LPI application (cameras mounted on vehicles)?
    (A) Presently the LPI is conducted nightly with handheld devices.

17. (Q) Is there an on-site bus maintenance facility? If Contractor must lease an off-site facility for bus R&M or storage, are all costs associated with the maintenance of the facilities reimbursable?
    (A) Routine minor maintenance and repair work is performed in the shuttle parking lot and must comply with environmental controls established by the Department of Aviation for this work. Major maintenance or repair of the shuttles may require that the vehicles be relocated to the maintenance service provider's offsite facility. The City will not reimburse any expense for offsite repair facilities or for off-site storage fees.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: _____ 01/08/2016
Roger Stricklin, Corporate Contract Administrator
Purchasing Office
Date

ACKNOWLEDGED BY:

SP Plus Corporation _____ 2-12-16
Vendor Name
Authorized Signature
Jason Finch, Senior VP - West Airports
Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sai Xoomsai, Senior Buyer Specialist, Purchasing Office — 01/15/2016 Date

ACKNOWLEDGED BY:

SP Plus Corporation (Vendor Name) — Authorized Signature: Jason Finch, Senior VP - West Airports — 2-12-16 Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 5** **Date of Addendum:** January 14, 2016

This addendum incorporates the following changes, questions and answers to the above-referenced RFP.

1. (Q) Can the City provide the current staffing schedule?
   (A) See Exhibit 6 – Staffing Schedule

2. (Q) Can the City provide a copy of the current contract with the current contractor?
   (A) See Exhibit 7 – Current Contract

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sai Xoomsai, Senior Buyer Specialist, Purchasing Office — 01/15/2016 Date

ACKNOWLEDGED BY:

SP Plus Corporation (Vendor Name) — Authorized Signature: Jason Finch, Senior VP - West Airports — 2-12-16 Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 6** **Date of Addendum:** January 19, 2016

This addendum incorporates the following changes to the above-referenced RFP.

1. The Proposal Closing Time and Date has been extended to February 16, 2016 at 10:00 am, local time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sai Xoomsai, Senior Buyer Specialist, Purchasing Office — 01/19/2016 Date

ACKNOWLEDGED BY:

SP Plus Corporation (Vendor Name) — Authorized Signature: Jason Finch, Senior VP - West Airports — 2-12-16 (Date)

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 7** **Date of Addendum:** January 27, 2016

This addendum incorporates the following change to the above-referenced RFP.

1. The Proposal Exception Form has been incorporated into the solicitation documents. Respondents must submit the form in Tab 1 of the Proposal response.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sai Xoomsai, Senior Buyer Specialist, Purchasing Office — 01/27/2016 Date

ACKNOWLEDGED BY:

SP Plus Corporation (Vendor Name) — Authorized Signature: Jason Finch, Senior VP - West Airports — 2-12-16 Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: PAX0127 **Addendum No: 8** **Date of Addendum:** February 2, 2016

This addendum incorporates the following changes to the above-referenced RFP.

1. The Compliance Plan Due Date has been extended to February 16, 2016 at 10:00 am, local time.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY: Sai Xoomsai, Senior Buyer Specialist, Purchasing Office — 02/02/2016 Date

ACKNOWLEDGED BY:

SP Plus Corporation — Vendor Name

Authorized Signature — Jason Finch, Senior VP - West Airports

2-12-16 — Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	SP Plus Corporation	
Physical Address	816 Congress Avenue, Suite 1140, Austin, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	(No)
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	(Yes)	
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	(Yes)	No

SUBCONTRACTOR(S):

Name of Local Firm	Cultural Strategies Inc.	
Physical Address	3300 Bee Cave Rd., Austin, TX 78746	
Is your headquarters located in the Corporate City Limits? (circle one)	(Yes)	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	(Yes)	No

SUBCONTRACTOR(S):

Name of Local Firm	Jah Love Auto Svcs Inc.	
Physical Address	914 Prairie Trail, Austin, TX 78758-4342	
Is your headquarters located in the Corporate City Limits? (circle one)	(Yes)	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	(Yes)	No

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	SP Plus Corporation	
Physical Address	816 Congress Avenue, Suite 1140, Austin, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	(No)
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	(Yes)	
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	(Yes)	No

SUBCONTRACTOR(S):

Name of Local Firm	Buildingstars of Austin	
Physical Address	8906 Wall St., #401, Austin, TX 78754	
Is your headquarters located in the Corporate City Limits? (circle one)	(Yes)	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

The Offeror shall furnish, with the Offer, the following information, for at least five recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

Responding Company Name SP Plus Corporation

1. Company's Name Kansas City International Airport
   Name and Title of Contact Dave Long, Deputy Director of Aviation
   Present Address 601 Brasilia Avenue
   City, State, Zip Code Kansas City, MO 64153
   Telephone Number (816) 243-3027 Fax Number (816) 243-3070
   Email Address david.long@kcmo.org

2. Company's Name Jacksonville International Airport
   Name and Title of Contact Richard Rossi, Chief Financial Officer
   Present Address 14201 Pecan Park Road
   City, State, Zip Code Jacksonville, FL 32216
   Telephone Number (904) 741-2003 Fax Number (904) 741-2224
   Email Address richard.rossi@flyjacksonville.com

3. Company's Name Salt Lake City International Airport
   Name and Title of Contact Bruce Barclay, Operations Manager / Parking & Shuttle Services
   Present Address 776 N. Terminal Drive
   City, State, Zip Code Salt Lake City, UT 84116
   Telephone Number (801) 575-2530 Fax Number (801) 575-2679
   Email Address bruce.barclay@slcgov.com

4. Company's Name: Southwest Florida International Airport
   Name and Title of Contact: Jeffrey Gray, Department Director
   Present Address: 11000 Terminal Access Road, Suite 8671
   City, State, Zip Code: Ft. Myers, FL 33913
   Telephone Number: (239) 590-4705 Fax Number (____)
   Email Address: jcgray@flylcpa.com

5. Company's Name: Memphis International Airport
   Name and Title of Contact: Scott Brockman, President & CEO
   Present Address: 2491 Winchester Rd., Ste. 113
   City, State, Zip Code: Memphis, TN 28116-3856
   Telephone Number: (901) 922-8075 Fax Number (____)
   Email Address: scottb@mscaa.com

Section 0700: Reference Sheet

The Offeror shall furnish, with the Offer, the following information, for at least five recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

Responding Company Name SP Plus Corporation

6. XX Company's Name: Gerald R. Ford International Airport
   Name and Title of Contact: Brian Picardat, Finance & Administration Director
   Present Address: 5500 44th St. S.E.
   City, State, Zip Code: Grand Rapids, MI 49512
   Telephone Number: (616) 233-6046 Fax Number (616) 233-6025
   Email Address: bpicardat@grr.org

7. XX Company's Name: El Paso International Airport
   Name and Title of Contact: Jeff Schultes, Deputy Director of Aviation
   Present Address: 6701 Corvair Road
   City, State, Zip Code: El Paso, TX 79925
   Telephone Number: (915) 780-4715 Fax Number (____)
   Email Address: Jeff.Schultes@elpasotexas.gov

8. XX Company's Name: Capital Region International Airport
   Name and Title of Contact: Robert Selig, President - CEO
   Present Address: 4100 Capital City Blvd.
   City, State, Zip Code: Lansing, MI 48906
   Telephone Number: (517) 886-3711 Fax Number (____)
   Email Address: rselig@craa.com

9. XX Company's Name: Buffalo Niagara International Airport

Name and Title of Contact: William Vanecek, Director of Aviation

Present Address: 4200 Genesee Street

City, State, Zip Code: Buffalo, NY 14225

Telephone Number: (716) 630-6030 Fax Number (716) 630-6070

Email Address: william_vanecek@nfta.com

10. XX Company's Name: Baton Rouge Metropolitan Airport

Name and Title of Contact: Ralph Hennessy, Assistant Director of Aviation

Present Address: 9430 Jackie Cochran Drive, Ste. 300

City, State, Zip Code: Baton Rouge, LA 70807

Telephone Number: (225) 355-0333 Fax Number (____)

Email Address:

Section 0815: Living Wages Contractor Certification

Company Name SP Plus Corporation (SP+)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than $13.03 per hour.

Employee Name	Employee Job Title
John White	Proposed General Manager
* Given that SP+ is not presently the ABIA Parking contractor, we do not currently have any employees assigned to this contract. However, should SP+ be awarded the resultant contract for this RFP, SP+ commits that any employees assigned to the proposed contract will be paid, at minimum, the City's Living Wage.	

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $13.03 per hour.

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name SP Plus Corporation

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No * Which State: Illinois

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer:

* The State of Illinois' Resident Vendor Preference Law does not require a Non-Resident Bidder to bid an amount or percentage under the Bid of a Resident Bidder in order to be awarded a Contract. Like the State of Texas, the State of Illinois' Vendor Preference Law only applies to the extent of such laws in the Non-Resident Bidder's home state.

B. AUTHORIZED NEGOTIATOR

B. AUTHORIZED NEGOTIATOR

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Jason Finch, Senior Vice President – West Airports
SP+ Airport Services
1301 East Ninth Street
Suite 1050
Cleveland, OH 44144
Phone: 786-367-2130
jfinch@spplus.com

C. BUSINESS ORGANIZATION

C. BUSINESS ORGANIZATION

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

SP Plus Corporation (SP+ – formerly Standard Parking Corporation) is a publicly traded company (NASDAQ:SP) incorporated in the State of Delaware in 1981, and presently registered to do business in the State of Texas.

Location of Company Offices:

Corporate Support Office

SP Plus Corporation
200 E. Randolph Street, Suite 7700
Chicago, IL 60601
www.spplus.com
Phone: (312) 274-2000
Fax: (312) 640-6162
EIN #: 16-1171179

Airport Services Division Office

SP Plus Corporation
1301 East 9th Street, Suite 1050
Cleveland, OH 44114
Phone: (216) 802-6650
Fax: (216) 523-8080

Texas Regional Airport Services Office

New South Parking
Terminal A - Baggage Claim Level
2800 N Terminal Rd
Houston, TX 77032
Attn: Walt Gray, Regional Manager – Texas Airports

Austin Regional Office

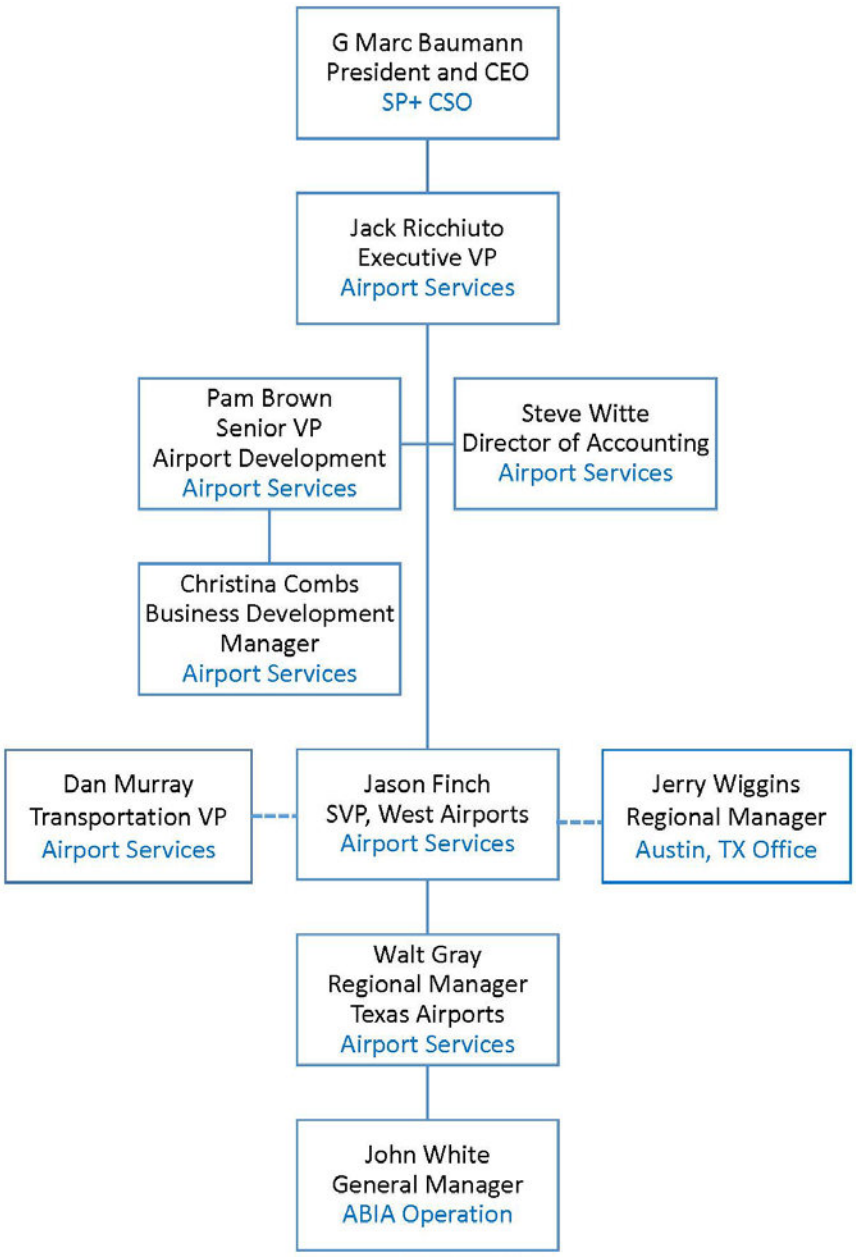
SP Plus Corporation
816 Congress Avenue, Suite 1140
Austin, TX 78701
Attn: Jerry Wiggins, Regional Manager

HOME OFFICE SUPPORT/RELATIONSHIP

Describe the proposed support activities to be provided by the home office and the general reporting and operation relationship between local and home office management.

SP Plus Corporation's dedicated Airport Services Division will provide extensive off-site management, oversight and support for Austin-Bergstrom International Airport. Those support activities, reporting and operational roles are detailed in **Section F – Operation, Management and Personnel Plan**.

Our proposed ABIA on-site team will also have the full support of the **SP+** Corporate Support Office (CSO) based in Chicago, Illinois and home to over 100 executive, management and administrative personnel providing human resources, procurement, recruiting and training programs, marketing, legal, technology, accounting and an independent audit team. These Subject Matter Experts and resources are readily available to our local management teams. This organizational chart reflects the operational reporting structure of our corporate home office (CSO), Regional and Airport Division for ABIA.



CSO SUPPORT ACTIVITIES

Finance, Accounting and Internal Audit Departments

SP+'s finance, accounting and internal audit departments are structured to ensure that the revenue generated by our parking operations is collected, protected, reported and delivered to our clients in accordance with the strictest and most reliable standard. These departments perform a wide array of functions including:

- Financial Reporting
- Sarbanes-Oxley Compliance
- Credit Card Processing and PCI Compliance
- Corporate Security Audit
- Filing and Remittance of Taxes

Human Resources Department – Excellence in Employee Management and Motivation

SP+'s mission is to consistently exceed the objectives of our clients. Our value proposition is centered on our ability to deliver:

- Operational excellence - including revenue maximization; efficient facility management with unparalleled controls; minimization of business risks for our client's customers and employees alike;
- The ultimate customer experience through a customer centric culture; and
- Ongoing innovation and idea generation…. with solutions tailored to each client's needs

We believe our ability to deliver is largely a function of the way we select, train, motivate, and manage our workforce. It starts with stringent selection guidelines and unsurpassed commitment to training and development in the key areas that make the difference for our clients as well as our ability to manage the day-to-day issues of our employees in over 4,300 locations. We have an integrated HR system to ensure we have the right people, programs and processes working in harmony to fulfill our commitment to our clients. Further, we have a few critical principles, which we live by, creating a "service culture" that permeates the organization:

- We select, train and reward employees for delivering service quality for our clients.
- We pay as much attention to the back office personnel and the operational details that support the product as we do our critical frontline employees.
- We have seamless integration and process management to ensure that the client receives quality in execution across the board whether facility management, people management, billing, marketing, etc.

Employment Life Cycle Management

As a service business, we know that our success is driven by our employees. Accordingly, we focus on creating a work environment that treats employees with respect and commits to their success and well-being, which results in the increased productivity and reduced turnover that sets **SP+** apart as a service organization. **SP+** has been successful at people management because of these essential components, resulting in a highly motivated workforce able to center their efforts on their client and customer service needs.

Commitment to Diversity and Respect

SP+ has one of the most diverse workforces in the industry. Our unyielding commitment is supported by:

- Comprehensive Non-Harassment programs and communications

- Diversity Awareness Training
- 24/7 Employee Hotline
- Code of Business Conduct

Established Policies and Procedures

Employee handbooks and policy manuals, given to employees at the onset of their employment, help establish expectations for both the employee and the company, and promote productivity, efficiency and legal compliance.

Professional Management of Employment Law Issues

We take employee concerns seriously, and treat them confidentially and with respect. Whether triggered by a call to our Employee Hotline or by direct communication, our team of HR professionals takes immediate action to investigate and resolve employment-related questions, complaints and concerns.

Regulatory Compliance

Federal, state and local laws and regulations are being passed with increasing frequency. Compliance can be enormously complicated and must be tracked and reported. Our HR team is well-versed in all aspects of regulatory compliance from tracking leaves to providing mandated training and supplying required reports and posters.

Comprehensive Employee Benefits

We provide a comprehensive benefits package that includes medical, dental, life and long term disability insurance, short term disability, paid vacation and sick days, Flexible Spending Accounts and a 401k savings plan, aids in recruitment and retention. The size of our company and expertise in the area of employee benefits allows us to offer a flexible benefits package, at highly competitive costs, tailored to meet the unique needs at each location we manage.

Sense of Community

Although large in geographic scope, our employees are linked by a commitment to community and integrity. Company communications posted at the locations report on new faces as well as promotions and notable accolades received from customers in each region. When unfortunate circumstances have occurred, such as Hurricane Katrina, **SP+** employees across the country came together to provide assistance to our over 200 New Orleans employees who were displaced by the devastation.

Legal Department

Financial Controls and Operations Support

SP+ was unique in the parking industry when, in 1964, it created a Legal Department that was integrated into the Company's financial controls. The system makes our Legal Department the key financial control for field and support office compliance with the Company's strict contracting policy.

- All revenue, banking, and payments are keyed off of a Contract Management System overseen by the Legal Department.
- No one is authorized to sign a contract without the Legal Department's approval.
- Absent such contract approval, no money collected from any source may be distributed, whether to third parties or our own employees.

SP+'s Legal Department is also integrated into the field operations so that field personnel view the Legal Department as an asset to their ability to do business.

- Our General Counsel sits on significant field operations committees and makes regular field visits.
- Long-standing relationships with attorneys and law firms in every state in which we do business enable us to keep abreast of significant changes in local, state or municipal law.
- Our Legal Department attorneys meet regularly with our departmental heads and senior operations personnel to review changes in accounting rules, laws and regulations that impact the various functional areas of our business

Our Corporate Support Office provides a wide variety of additional services and support, managed by individuals who are unmatched in their areas of expertise, including:

***Procurement*:** Through national relationships and industry-wide buying power we are able to make purchases - from buses to supplies - providing savings and quality products to our clients.

***Claims Management*:** Not only does our Risk Management Department monitor claims and track activity, but it also works with the local managers to reduce the risk at the location through training and frequent safety checks and analysis.

***Labor Relations*:** We have personnel dedicated to managing various labor union contracts across the country and will bargain on behalf of both **SP+** and the Airport to negotiate a fair collective bargaining agreement.

***Contract Management*:** Our Legal Department will review all proposed agreements with sub-contractors to ensure that the terms are in the best interest of **SP+** and the Airport. They are will also provide general advice to the local manager as needed.

***IT Solutions*:** Our IT Department is available 24/7 providing support to local operations for programming needs, on-line reporting, and general maintenance of the computer systems.

Management, support activities and reporting relationships from **SP+** Airport Services Division and Texas Regional offices for our proposed ABIA operations are detailed in **Section F – Operation, Management and Personnel Plan**.

D. OPERATIONS PLAN

D. OPERATION PLAN

SP+ has been providing parking and ground transportation services at airports across the country for over 60 years and maintains an independent Airport Services Division focusing solely on the needs of our airport clients. This organizational structure and management approach provides the foundation for us to develop and implement a comprehensive operating plan meeting the needs and objectives of the City of Austin. As the nation's leader in airport parking and transportation management, we prefer to measure our success not by the number of contracts we manage but rather by how well we serve our clients. Our primary mission is ***"To maximize the value provided to our clients through excellence, innovation and efficiency in management services provided by a superior team of transportation and parking professionals dedicated to the highest levels of customer service."***

The Operations Plan procedures described in this section include: Public, Employee and Valet Parking Operations, Shuttle Bus Operations, Revenue Control, Monthly Reporting, Financial and Accounting Controls, Communications, Inventory Control, Home Office Support, Security, Emergency Measures, Vehicle Maintenance, Administrative Reporting, Internal Accounting and Audit and Shuttle Communications. This section also includes our Recommended Changes and Improvements and our Transition Plan.

1. OPERATING PROCEDURES

1.1 PUBLIC PARKING OPERATIONS

a. Facility Operations

SP+ will be responsible for the management and operation of the parking facilities located within the defined premises and in accordance with the Agreement. Our team will work with the Airport and the onsite management in the ongoing development of the Operations and Procedures Manual currently in place for the ABIA parking facilities. The Manual will provide basic policies, practices and procedures covering all aspects of facility management and operations.

b. Cashiering Operations

Collecting Payments

A cashier should remain courteous and helpful even under difficult situations. A cheerful greeting and thank you, along with regret for delays or problems is expected to be expressed to the customer. Under unusual situations and customer dissatisfaction, a Manager must always be notified.

Cashiers must adhere to the following procedures during shift operations:

1. Greet each customer and process his/her ticket into the ticket validator.
2. Politely inform each customer of the parking fee, tender the correct change while repeating the change amount to the customer, and thank the customer before closing the cash drawer and opening the gate.
3. Notify a supervisor for all retracted, swapped or stolen ticket transactions.
4. Notify a supervisor when the drawer limit is reached. The supervisor and cashier then prepare an interim deposit noting time and amount on the cashier shift report and verified by each person's initials. The cash is then placed in the facility safe until deposited.

Staffing Levels

Staffing levels for the customer exit plazas are determined by exiting traffic volume. All cashiered lanes are staffed during peak hours of operation. In order to provide the best possible service to customers exiting the facility, management staff maintains constant communication with the Airport for possible flight delays to ensure the highest level of customer service is provided to the parking patrons at all times.

SP+ performed multiple day site visits at ABIA and closely monitored exiting traffic with existing staffing levels. Based on the site reviews, coupled with our experience at comparable airports, we are confident we can to operate the parking facilities more efficiently. For example, the valet operation currently averages 19 attendants per day with as many as 9 employees on the A shift. However, the valet at ABIA averages about 100 daily transactions or about 6 cars per hour for the 16 daily hours of operation.

Instead of the current multiple supervisors per shift, **SP+** proposes to employ a Valet Manager for weekday operations and valet supervisors during off-peak hours. Weekdays typically represent the busiest period for airport valet operations. This upgraded managerial position will ensure greater employee accountability, productivity and a consistent service level. While we never saw more than a few cars on the drive at any time, ABIA has an ample staging area and multiple lanes at the middle curb where guests arrive. In the event of heavier than normal valet activity, multiple cars could be staged without impeding traffic and additional managerial and supervisory staff from the self-parking operation could be used for additional support.

We believe the operation is currently over staffed and our plan will capitalize on the synergies and operational efficiencies of the combined parking, shuttle and valet operations. Our valet staffing plans saves ABIA 168 hours per week or almost $114,000 in annual base wages alone. We also believe the Parking operations are overstaffed and do not account for ABIA's high investment in automation. For example, per Airport guidance 80-85% of all transactions are paid for by credit card that does not require a cashier to process the transaction. **SP+** has extensive experience in promoting higher use of automated lanes without sacrificing service levels.

In total we recommend 968 less hours per week between the Parking and Valet operations. At the recently increased Living Wage of $13.03 per hour, this amounts to a savings of over $655,000 in base wages alone for ABIA.

Secure Credit Card Transactions

All credit card transactions comply with Payment Card Industry and Cardholder Information Security Program regulations. The revenue control system is designed in a way to limit the handling of customer credit cards by employees. This minimizes opportunities for fraudulent activity on the part of any airport personnel.

The revenue control system is fully integrated and will only allow use of a credit card for the exact amount due per exiting transaction. This process alleviates the opportunity of fraudulent activity through the revenue control system.

Cash Handling

Upon reporting to work, cashiers are issued a change bank, generally $600.00 - $5,000.00, depending on shift and lot. The cashier will begin and end his or her own shift by using an identifying number (ID) and secret code. The cashier will perform a "Partial End of Shift" to allow another cashier (relief cashier) to work that lane during breaks. For security and safety, the Manager will collect the bank and deposit all funds into the safe drop from the cashier before they leave for break. The relief cashier will operate with his or her own cash funds and ID number for accountability.

Drop safes in each booth will be used to hold excessive cash, with a maximum of $500 to be kept in the cash drawer. Managers will make cash deposits at regular intervals and in accordance with the procedures described in Operations Manual.

At the end of the cashier shift, the Manager will print a Cash Report on the receipt paper that identifies the cashier/date/time/shift/lane and indicates the dollar amount and number of transactions for regular and non-regular (exception) transaction types.

Regular transactions, credit card transactions and validation transactions are to be kept separate in individual bundles. Cashiers are required to keep all tickets in exit sequence (chronological time) order.

The tickets and all supporting documentation are placed in work envelopes, labeled, and given to the Assistant Manager.

Cashiers are held accountable for all transactions they process. Keeping a running tally of tickets, having unprocessed tickets and customer register receipts are all violations of cashier procedures. Any unaccountable shortage will be the responsibility of the cashier once it is assessed.

Cashier accuracy is necessary for maximum standard performance in completing ticket transactions and cash handling. The following requirements include minimum standards upon which cashier accuracy are based.

Shift Audits and Recaps

Shift audits consist of breaking down tickets and revenue by lot and by type. Revenue tickets are counted and all "no-charge" tickets are verified and categorized. **Audit Clerks and/or supervisors perform a 100% audit of all exception transactions**. Shift totals are cross-checked and validated with the General Totals report which contains linked data for all revenue broken down by rate type, exit counts, checks, cash and short money transactions.

c. Vehicle Inventory

The License Plate Inventory (LPI) is used to restrict the loss of revenue due to lost and swapped tickets, identify abandoned and stolen vehicles, and to assist customers with locating vehicles. The inventory system can also be used to obtain valuable demographic information used for marketing such as identifying the number of vehicles by state and county.

A nightly inventory is taken by LPI personnel of all vehicles parked overnight in the parking facility. Data collected includes the date of appearance and exact location within the parking facility. This information enables the parking operator to quickly locate any customer's vehicle if the license plate of the vehicle is known.

The data is collected by LPI personnel entering data into a handheld device from all of the parking areas. The LPI personnel, once all of the data is collected, downloads the data into the inventory database which is made available to the customer personnel for customer assistance.

Upon completion of data collection, the license plate information is downloaded ("dumped") into a PC for updating. The inventory system provides an alphabetical listing by state and license plate number, location of vehicles, number of days in inventory and accumulated fee amounts.

SP+ management personnel review the LPI reports daily for completeness and accuracy, and audit all "lost tickets" to ensure proper collection. We recognize the importance of the LPI system and pride ourselves on providing precise information every day.

1.2 EMPLOYEE PARKING OPERATIONS

SP+ manages employee parking operations at many airports across the country including large hub airports such as San Francisco International, Houston George Bush Intercontinental, Salt Lake City International and Hartsfield-Jackson Atlanta International. Our proposed operating procedures for the employee parking operations encompass Facility Operations, Customer Transactions and Billing and Access Control.

a. Facility Operations

SP+ will provide the following services relating to employee parking operations at ABIA:

- General upkeep and maintenance of employee parking facilities
- Operation and management of access control system and software
- Parking card/decal administration

- Management of monthly billings and receivables
- Key card audits which verify active cards to billing registers
- Shuttle transportation

Airport employees, tenants and concessionaires are granted parking privileges at a designated employee parking facility after completing employee badge requirements and submitting an application. They are provided an access card to allow controlled entrance/exit to the facility and billed a fixed amount on monthly basis. Monthly rates are set by the City and the City reserves the right to offer free parking. Monthly invoices can be directed to an individual or to a company responsible for parking expenses covering a group of employees. Transportation to and from remote facilities is included at no additional cost.

b. Billing and Issuing of Access Control

Billing

MPM Plus®

Our monthly parker management and billing system, MPM Plus® delivers comprehensive and reliable enforcement of the employee-related contract parking. Below are some of the functionality highlights:

- *Automated Management of Rates & Terms*
  Accurate, automated implementation and enforcement of parking requirements, terms, and rate changes during the term of the agreement

- *Easy to Understand Invoices*
  Clear, easy-to-read invoices

- *Efficient & Eco-Friendly*
  Significantly reduced paper processing, with better electronic documentation of transactions and customer communications

- *Reliable & Trusted Software*
  Built on Oracle E-Business Suite financial software, one of the most widely used and trusted financial packages on the market

MPM Plus® will generate invoices that can be mailed on the first business day of the month or whatever the desired timeline is set by ABIA.

Copies of invoices and a list of assigned parking sets will be retained in the individual concessionaire's file. Copies will also be submitted to the Accounting Manager along with the PRCS Employee Account Tag Details Report to perform the Key Card Audit on a monthly basis. A Balance Adjustment transaction will be processed to document billing for lost cards and prepayments to a concessionaire's account.

Access Control

SP+ adheres to stringent policies and procedures to ensure the proper accountability of all access cards and receivables. Our policies and procedures include:

- All access cards must be secured at all times. Therefore, they should be stored under lock and key with limited access. Those who do have access are responsible for the security of the devices.
- Access card systems should be programmed to use all appropriate features to maintain control and limit abuse.

- Anti-passback should be in the "hard" anti-passback mode, preventing cardholders from using access cards out of sequence. Nesting areas are programmed to assure customers are parking in the designated areas.
- Facilities should not place any access cards into override mode causing the cards to bypass anti-passback feature.
- On a monthly basis, active cards on the monthly parker billing system are compared against and reconciled to the active cards on the card access system. A print out of active key cards should be printed prior to invoicing and reconciled to the key cards to be invoiced plus any authorized complimentary key cards. All audit documents must be retained.

c. Communication Plan

The MPM Plus® system can communicate to the employee parking customers through direct mail, invoicing or email. If there is voice communication required, a report of parkers with contact phone numbers can be generated.

1.3 VALET PARKING OPERATIONS

SP+ has decades of experience in the successful implementation and operation of valet parking programs, many of which are highlighted in the experience section of our proposal. We operate curbside valet parking at more airports than any other operator, including at medium and large hub airports such as Portland International, Kansas City International, Denver International, Denver International Westin Hotel, George Bush Houston Intercontinental, Miami International, Fort Lauderdale-Hollywood International, San Francisco International and William P. Hobby (Houston) Airports. Our valet operation at the Bob Hope Burbank Airport averages as many as 1,000 valet parked cars during peak days of the week.

At **SP+** we are driven to exceed the expectations of our customers who use our valet services and it is this commitment that has led to the ongoing development of unique customer service amenities. As discussed in Section F, **SP+** has introduced several new initiatives at several airports and is recommending their introduction to ABIA, too. Please see the expanded narrative in Section F that discusses our proposed remote car wash and dry cleaning services that would greatly enhance customer satisfaction of our valet and self-park customers.

a. Facility Operations

Customer Arrival at Family & Executive Valet

Every customer will be pleasantly greeted at the designated valet location by our greeter. Upon arrival, the valet greeter/attendant will assist the customer with his or her luggage and will record the customer's name, license plate number, odometer reading, anticipated date/time of return and other pertinent information into the proposed VEMA system handheld. **SP+** will absorb all cost associated with the initial investment and ongoing monthly service fees associated with the VEMA system. The attendant also conducts a pre-existing damage check to document and photograph any damages to the vehicle prior to taking possession, which are also completed by using the handheld device. All passenger vehicle information will be linked to the claim ticket to ensure an expedited process when leaving the facility.

Once completed, the valet greeter advises the customer on the return procedures and issues a receipt to be used to claim the vehicle upon return. This process is cross-referenced in an arrival log kept in the valet booth. Once the customer has departed from the valet drop-off area, the valet greeter then queues the car for departure and attaches the vehicle identification portion of the ticket to the customer's rear view mirror or dash board. The remaining ticket segment is attached to the customer's keys and entered into the logged key box for vehicle staging.

The valet attendant delivers the vehicle to the designated vehicle storage area. Upon delivery of the car to the storage area, the attendant parks the vehicle in a designated spot and records the location on the

passenger claim ticket. The ticket and keys are then delivered to the valet kiosk and locked for secured storage. After each shift, the attendant performs a reconciliation of keys to stored vehicles, ensuring that all cars are accounted for when turning over to another shift.

Vehicle Retrieval Process

When passengers purchase a premium service such as valet, it is imperative to minimize wait times. Thus, all **SP+** staff will utilize the proposed VEMA software to track all passenger return times, ensuring that the vehicle is present upon arrival to the valet area. **SP+** can offer various options for passengers to advise the valet operation of their arrival. Options such as Text-N-Go or Zingle may be offered to give passengers the ability to text their claim ticket information, which will allow our attendants to retrieve the vehicle in advance. Additionally, passengers have the option of contacting the valet booth directly via telephone.

Upon arrival to the valet booth the passenger will present their claim ticket to the cashier. The passenger's ticket is processed through the VEMA computer with payment accepted by either cash or credit card. Once payment has been received, the attendant returns a "paid" claim check to the customer. This advises the attendant that payment was received. The attendant thanks the customer and escorts them to their vehicle location in the designated valet area. The attendant opens trunk/doors as required and assists the passenger with luggage. The attendant thanks the customer once again for utilizing the service and then completes the transaction by logging the return and filing the ticket stub.

Valet Operating Procedures Manual

Every **SP+** operation is guided by Standard Operating Procedures for every daily function, along with a comprehensive operations manual that outlines all the policies and procedures that govern the location. After reviewing and confirming all policies and procedures with airport staff, the manual is compiled and put in place. The document is submitted to corporate for final review, proofed and audited by the **SP+** compliance department and then approved for presentation for the Airport's final review. Once finalized, all staff members are given a copy and training is held to discuss the content of the manual. These operation manuals become an integral part of our day to day operations and are utilized for accountability and training.

Auditing and Quality Assurance

Our corporate office will provide additional audit support from our compliance department to ensure that the operations are running according to expectations. This will allow us to calculate every ticket and every dollar collected by every cashier and valet attendant. This Operational oversight will work in conjunction with the day to day operational audits ensuring that nothing gets through the system. Operational audits are conducted arbitrarily; no individual but the company Chief Executive Officer and Compliance Administrator are aware of the audits while they are being scheduled to commence.

Valet Attendant Appearance

SP+ will ensure that all attendants are fully uniformed with a professional appearance worthy of representing ABIA while on shift. We will present the airport with options and can provide several different looks for the facility.

b. Customer Transactions

Employees will be thoroughly trained on the utilization and processing of customer transactions through the VEMA Valet Parking System. Customers utilizing the valet parking service will interact with qualified valet attendants who will process all credit card and cash transactions through the system. Each valet will ensure the highest level of customer service while representing the ABIA valet operation.

Daily activity is monitored through a series of checks and balances designed to ensure accurate recording of all transactions, utilizing the many sophisticated features of the existing VEMA revenue control system. The ABIA Valet management team will be required to perform detailed daily revenue control procedures including 100% auditing of every ticket and every dollar collected.

Management utilizes the following sources of data to complete each daily audit:

- Fee Computer Shift Reports
- General Totals Report
- Transaction Report
- Exception Report
- Daily Deposit Sheet
- Daily Summary Sheet
- Credit Card Reconciliation Report
- Key Inventory Report

c. Vehicle Inventory

Vehicle make, model, color, and license plate number will be stored in the VEMA. After every shift, inventory will be taken on all vehicles stored within the system. An automated process will verify the information stored within the system with a cross reference to vehicle keys and actual cars in the lots.

d. Staffing Plan

Through an extensive staffing plan which encompasses the ingress and egress of traffic flow, **SP+** will ensure 24 hour supervision of the operation and all of the valet attendants. Similar to our comments on the self-parking staffing plan, we believe the valet operation can be operated with fewer personnel without impacting customer service. Please see our staffing charts detailed in **Exhibit 2** for proposed coverage by job classification as well as a breakdown of Full Time and Part Time employees. Management will set the direction and course of the daily operations, while tips received from each vehicle will be pooled and disbursed evenly throughout the team. **SP+** will provide all resources necessary to ensure management requirements and staffing levels are maintained at all times.

Using a mix of full time and part time personnel, along with a crew of part time, on-call employees, **SP+** will provide the operations with the necessary back up staffing to accommodate vacations, holidays, open shifts, and peak periods throughout the year. As shifts become available, we will fill open shifts with part time employees. During peak periods, temporary shifts will be added to the regular staffing schedules. Those temporary shifts will also be filled by the part time employees. Once the peak period has passed, the temporary shifts will be eliminated and the part time/on call employees will revert back to their normal schedules.

Employees will also be cross-trained so that cashiers can serve as valet attendants and vice versa to provide maximum staffing efficiency. Given the combined services contained in the ABIA contract, we fully expect to reap the benefits of having multiple employee segments to assist the valet during peak hours. This approach allows us to staff fewer regularly scheduled employees for each shift and utilize other employees during the few peak periods of each day.

During the transition, and continuously as part of our normal operations, **SP+** will evaluate airline flight times and schedules and make recommendations to Airport staff on appropriate staffing levels. Throughout the entire term of the agreement, **SP+** will continuously monitor and evaluate staffing schedules and recommend adjustments to maximize efficiencies and achieve cost savings from optimal utilization of automated technology.

Job Descriptions

Valet Manager

To provide greater employee accountability and productivity, **SP+** proposes to replace the current weekday morning supervisors with a high quality Valet Manager position. This position serves as the primary point of contact for all daily administrative and operational issues (on duty during *customary* Airport business hours of operation). The Valet Manager is accountable for ensuring all requirements of this solicitation are achieved in a manner acceptable to the Airport staff and is responsible for recruitment, hiring, orientation and training, scheduling, reporting, safety, security, employee relations, records management, system planning, management and control. The Valet Manager is on-call and accessible via cell phone 24/7 and will be on site during critical operational times and special conditions.

Valet Supervisors

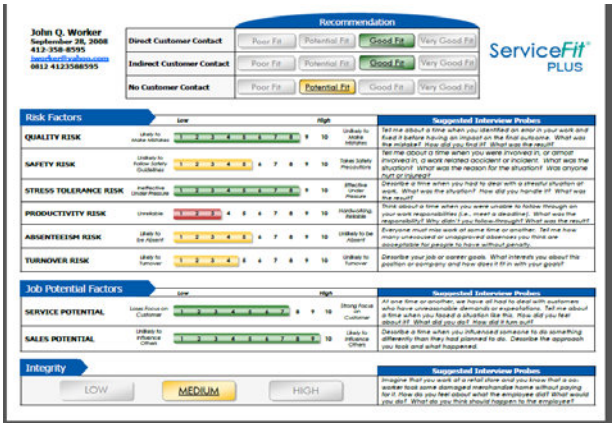
Valet Supervisors are qualified and experienced representatives of **SP+** whose primary function is to assist the Management staff in maintaining operational standards basis and are in charge of shift operations. The Valet Supervisor positions are scheduled on varying shifts throughout the day and evening hours (including weekends).

Valet Attendants

Valet attendants are primarily responsible for providing the safe and efficient delivery of customer vehicles. Valet attendants are also trained to perform cashiering functions, key security, customer greeting and luggage assistance. Valet Attendants serving as cashiers are responsible for the accurate collection of parking tickets and fees from patrons, completing shift reports and practicing our customer service standards with each and every customer.

Personnel Hiring

In order to be a team member with **SP+**, an individual must undergo a rigorous series of pre-employment screening. After the initial screening of applicants, qualified individuals will be requested to engage in our pre-employment evaluation testing, which evaluates applicants' Risk Factors, Job Potential Factors, and Integrity. After the test results are compiled, a notification is sent to the Operations Manager indicating whether or not the applicant is a good fit for the company and job function.



Driver License Verification and Driving Test

A Motor Vehicle Record (MVR) is obtained annually for all employees who operate vehicles (including valet attendants and supervisors). When reviewing the MVR, the Valet Manager will be evaluating it for accidents, traffic violations, license suspensions or revocations. Any infraction on an employee's MVR will be discussed with the employee. Employees will be made aware that if they fail to maintain a suitable driving record they will be restricted from driving. Additionally, a comprehensive driving test is facilitated to ensure the applicant has the basic functionality necessary safely operate a passengers vehicle.

Customer Service Training

Through the usage of International Parking Institutes training Modules as well **SP+** branded training and courses through **SP+** University (see **Section G – Training Plan** for more details), all employees are required to successfully complete industry leading training prior to starting work. In the IPI customer service training, good customer service is clearly defined for each employee, removing any ambiguity anyone may have with what's expected for an elite brand of service. Through this training attendants learn how to become active listeners, understand nonverbal behaviors and specific communication techniques that are all tailored to the parking industry.

Customer Surveys

Customer feedback and surveys cards will be passed out to encourage passengers to advise us on how we're performing and what their opinion is of our service. Each card is equipped with our QR code which directs the passenger to the survey website. By Scanning the QR code with their smart device, passengers will be instructed to take a quick five question survey. **SP+** will allocate vouchers and prize drawings to incentivize passengers to take the survey. Additionally, the same programs will be utilized to incentivize staff members into delivering the highest level of service.

Criminal Background Checks

SP+ contracts with nationally recognized background Information Provider, an outside criminal background service, to perform background checks (including criminal record searches, credit history, motor vehicle record searches, education verification, employment verification and drug screening) on all prospective entry level and management candidates. Our checks fall into the criteria of TSAR1542 and 1544 ensuring that our employees are screened to the same extent as though it were the TSA screening them.

SP+ will provide the following checks for each employee:

Non-Management Candidates

- Criminal record
- Motor vehicle record

Management and Supervisory Candidates

- Criminal record
- Credit history
- Motor vehicle record (if position could involve driving)
- Education verification
- Employment history verification

Pre-Employment Drug Tests

SP+ requires pre-employment drug testing of all candidates as the final step in the hiring process. All tests consist of a standard 5-panel drug screen. This gives us a comprehensive report in order for our management group to make a sound decision on the applicant.

Employee Benefits Program

SP+ believes that providing a comprehensive benefits package that includes medical, dental, life and long term disability insurance, short term disability, paid vacation and sick days, and a 401k savings plan, aids in **quality employee** recruitment and retention. It is our company's core value to take care of all of the employees that represent the Elite brand.

e. Proposed Strategy to Maximize Net Profits

SP+ recognizes that maximizing net profits is a key strategic goal at ABIA and we have a successful track record in achieving material results. We fully appreciate our role and believe there are several opportunities to generate additional revenue while cutting cost through more efficient operations exists at ABIA.

Leaner, Efficient Staffing Schedule… as described throughout this proposal, **SP+** performed multiple day site visits to better understand current staffing levels and travel demand. Based on our review, coupled with comparisons to several airports of similar revenues, enplanements, transactions, etc., we are confident the operation can be operated with fewer personnel without negatively impacting service. Given the material increase in the Living Wage from $11.39 to $13.03, a thorough review of staffing levels to ensure optimal efficiency is justified.

ABIA has invested millions of dollars in a sophisticated parking access and revenue control system (PARCS) for its parking facilities. Highly innovative and customer-friendly technology, including the ability to use a credit card to enter and exit the facility, is a system feature. The Airport has indicated as much as 85% of all parking transactions are paid for with a credit or debit card. This means the customer may exit through one of the non-staffed lanes and no cashier interaction is required.

SP+ has built its staffing schedule around a more proactive marketing of the convenience and ease of using unstaffed lanes as well as capitalizing on the synergies of operating multiple services at the Airport. We will also better capitalize on the ability to redeploy labor resources given our management of the multiple services (parking, valet and shuttle).

For example, at the G1/G2 main exit plaza, if we see multiple cars waiting in a staffed lane, a valet attendant from the return center located at the ground level of the garage will be temporarily sent to the exit plaza. Our attendant will walk the line and inquire if any customers intend to pay with a credit card (which 85%, intend to). Our attendant will assist customers if needed and return to the valet if needed or when the self-park line(s) return to normal. Managers and supervisors will also be dispensed to assist with traffic control as we firmly believe it is not financially prudent to staff a booth a full 8 hours when only sporadic peaks occur.

Similarly, based on the number of valet transactions per day, and our multiple site review that often revealed large blocks of times where attendants were sitting on the valet departure level bench, we believe valet attendants can be reduced. To ensure maximum employee productivity and accountability, **SP+** has assigned a Valet Manager instead of a weekday supervisor to oversee the operation. Our staffing schedule reduces the number of valet weekly hours by 304 hours per week. **In total we are projecting 968 less cashier and valet hours per week, for annual savings of approximately $656,000 in base wages alone**. **SP+** has extensive experience in thoughtfully reviewing labor supply and demand and in putting policies in place that redeploy employees throughout the shift to meet changing traffic patterns. In some cases, employees will be shifted to a new role such as our new proposed Lot A Ambassador program (see Section G, question 2), which allows us to offer a high service with existing personnel.

New bids sought for Services/Products… Often when **SP+** transitions a location after the previous operator had the contract for many years, we find that service providers have not been subject to a recent competitive bid process. While the opportunities may be limited, each service provider will be reviewed and, if appropriate, a bid process will be conducted to ensure best pricing has been secured.

New Proposed Advance Booking and Reservations… **SP+** proposes to develop a customized reserved parking option utilizing the Click and Park™ reservation platform. This new service will allow ABIA travelers searching for parking options to secure parking any time prior to arriving at the Airport. With the high occupancy of each parking lot, removing the stress due to the uncertainty of a parking space, especially one that is close and convenient, bodes well for customer acceptance of this premium program.

SP+ has identified close-in, convenient spaces for designated Premium Parking in each of the parking facilities and will absorb all costs associated with webpage development, its ongoing maintenance and signage promoting this new service. **SP+** has introduced and managed more reservation programs at more airports than any other parking operator with meaningful financial results. For example, DIA routinely averages more than 400 daily reservations that generated in excess of $309,000 in additional income for the Airport in FY15.

Facility-wide Remote Car Wash… Currently only valet customers have the option of returning to a cleaned car. Through our relationship with Houston-based BuyMyWash.com (BMW), car care will be available to both self-park and valet customers. **SP+** has worked with BMW in at the Houston, San Francisco and Denver International Airports with great success. BuyMyWash.com provides a service that allows customers to park in any of the Airport's parking lots, keep their keys, and return to a freshly-cleaned vehicle. External car wash service is available to all visitors and employees in the parking space without being moved – there is no need to visit or invest in a car wash center. More importantly, as less than 10 ounces of water are used per service, no overspray or water reclamation is required. A more comprehensive menu of services, including full detail, would also available for customers who leave their keys with an attendant. Customers can make a reservation online at BuyMyWash.com in advance of their travel or while parked at the ABIA parking facility. **In addition to an expanded important amenity, BMW will also return ten percent (10%) of all monthly sales to the Airport**. Below are before and after photos of a recently serviced vehicle in our Denver International Airport valet operation:

New Dry Cleaning Service … **SP+** initiated its first dry cleaning service at its San Francisco International Airport valet operation in the fall of 2015. The service expanded to the Long Term facility in January 2016. Please refer to **Section G – Training Plan**, Question 2, for a more thorough explanation of how the proposed service would function. **SP+** would seek a local vendor to perform the service as described, providing a new revenue stream and highly appreciated amenity to the valued customers. **SP+** will handle all due diligence and contract negotiations with final terms and conditions at the discretion of the Airport. **As in the car wash service, a minimum of ten percent (10%) of the monthly sales would be returned to ABIA**.

Additionally, through an aggressive marketing campaign (see **Section H – Marketing Plan**), **SP+** will work with the local area Chamber of Commerce and business community to promote long term valet parking packages to frequent business travelers.

f. Describe Plan to Track and Minimize Claims

The most important initial step we take to ensure claims are minimized is to attract, hire and retain safe drivers. As part of the interview and hiring process, a thorough background check, including driver history, is performed. Applicants with negative driving backgrounds are immediately removed from consideration. New hire employees immediately begin training and undergo computerized and in-person training. **SP+** University, the Company's in-house training division, includes several mandatory and additional training resources, including the following exams that help us assess the readiness of an employee prior to starting in the field:

- Directing Traffic
- Motor Vehicle Safety Training
- Vehicle Theft Prevention Policy Course
- Claims Management

Prior to accepting a vehicle into our inventory, a comprehensive pre-existing damage check is conducted and noted on the vehicle claim ticket. Additionally, the passenger will be advised of the damage prior to leaving the staging area and acknowledge the damage by initializing on the claim stub ticket. In our business strict adherence to this policy eliminates the overwhelming majority of valet claims, ensures we take no liability for preexisting damage to the vehicle and the customer is aware of the damage prior to leaving the valet area.

In 2014, **SP+** took safety and risk mitigation to a higher level. A Safety committee was created at each airport, comprised of every classification of employees. If **SP+** is favored with the contract at ABIA, a committee comprised of custodial staff, valet drivers, parking attendants, shuttle drivers and management would be created to identify, review and discuss solutions to reduce risk. On a quarterly basis, each Company senior vice president reports out to the CEO and senior leadership on all claims in excess of $1,000. Cause of the claims, lessons learned and an action plan that was put in place to avoid a repeat occurrence are all part of the discussion. This focused attention on risk mitigation directly benefits ABIA as our team will come in with a wealth of knowledge on common claims and a strategy to reduce and minimize the Airport and SP"s exposure.

SP+ will utilize its Risk Management Information System (RMIS) to track all claims of damage to vehicles and/or passengers. All vehicles entered into the system are identified by tag information along with the appropriate Vehicle Identification Number (VIN). This helps **SP+**'s management team gauge the validity of each claim, as well as monitor any potential fraudulent claims. ABIA will be notified and provided a copy of each claim within 24 hours, and if the severity warrants an Airport official will be contacted immediately.

1.4 SHUTTLE OPERATIONS

GENERAL POLICIES AND PROCEDURES

Conduct

- **SP+** Drivers must provide safe, courteous and reliable service to all patrons at all times
- All vehicles must be operated pursuant to all **SP+**, Airport, federal, state and local laws, policies, procedures, rules and regulations
- Employees must conduct themselves in a respectful and dignified manner at all times
- Profanity will not be tolerated

Other Employment

- Employees must notify Management if they are working or intend to accept additional employment with third parties and advise in writing of their third party work schedules
- **SP+** will not be able to retain any employee whose outside activities (additional work, school, etc.) interfere with his/her performance or if such activities will result in violation of laws, rules or regulations (e.g., less than 8 consecutive hours off in every 24 hour period)

Personal Appearance/Uniforms; Badges and Nameplates

- **SP+** employees must project a proper image by being well groomed. Hair must be neat, cleaned, trimmed and, if long, tied so as not to fall in the employee's eyes. Extreme hairstyles and non-traditional hair colors or tints are considered inappropriate. Facial hair must be trimmed and neat. Men without facial hair must be clean-shaven. Excessive and extreme make-up, fingernails and/or other fashion accessories are prohibited. Jewelry must be kept to a minimum and not present a safety hazard.
- **SP+** employees who are required to wear uniforms must be attired in the authorized uniform while on duty. Uniforms must be neat, clean and worn properly. Uniforms may be worn at, to and from work only.
- Unprofessional or offensive conduct is not permitted while on duty or wearing an **SP+** uniform
- Authorized/approved name badges are a required part of **SP+** uniforms and must be worn and clearly visible at all times (to be displayed on outermost garment)
- If vehicle is so configured, Driver nameplates must be displayed at all times when operating vehicle

Solicitation

- Solicitation or acceptance of tips or gratuities at any time is strictly prohibited
- Employees may engage in solicitation on **SP+** property only during their non-working time (before or after work or during break and lunch periods). Permitted solicitation shall not interfere or disrupt Company work.
- Employees may distribute non-**SP+** written materials only during non-working time in non-working areas
- Solicitation in connection with the sale of goods or services for profit is strictly prohibited on **SP+** or Airport premises
- Solicitation or distribution of literature by non-employees on **SP+** or Airport property is strictly prohibited

Gambling/Financial Transactions

- Gambling (betting, including pools and raffles) is strictly prohibited
- Financial transactions (borrowing or lending of money) between employees and **SP+** persons in authority are prohibited

Smoking/Tobacco

- Smoking and tobacco use are **prohibited** in all Airport and **SP+ Transportation** vehicles and facilities (except in designated smoking areas)

Telephones

- Dispatch telephone lines are to be used for company and emergency purposes only. Dispatch telephone numbers are not to be disclosed for any other reason
- Incoming telephone calls to **SP+** may be recorded (if recording equipment is to be utilized, employees will be notified)

On-Board Cameras

- **SP+** may utilize on-board bus cameras for safety, training and monitoring purposes

Unauthorized Visitors, Passengers and Actions

- Unauthorized persons are not permitted in **SP+** facilities or to ride in **SP+** vehicles
- Employees riding in **SP+** vehicles must not interfere with the Driver on duty. If in **SP+** uniform, an employee/passenger must assist passengers as if on duty.

Safety Meetings

Employees are required to undertake **quarterly paid safety training**

Vehicle Operations

Reporting and Pre-Trip Policies and Procedures

- Personal vehicles to be parked only in designated areas
- Report for duty at the Operations Center (or other location as directed) as schedules dictate
- Enter time-clock no earlier than five minutes before designated shift “Start-Time”
- Read employee bulletin boards in the Operations Center
- Supervisor/Dispatcher to review Driver’s fitness for duty:
  - Well groomed
  - In neat, clean full **SP+**-issued uniform
  - Have timepiece and pen
  - Have authorized ID badge displayed on outer garment
  - Have valid Commercial Driver's License (CDL)
  - Have current Department of Transportation (DOT) Medical Card
  - Have nameplate (for display in slot on shuttle bus)
- Driver found not fit for duty will be given the opportunity to rectify issue(s) or be denied duty
- Secure clipboard and requisite paperwork (Driver Trip Sheet) and supplies
- Supervisor/Dispatcher to assign vehicles and Routes. Driver must take assigned vehicle. If vehicle not available, Driver to advise Supervisor/Dispatcher immediately. Driver may be assigned to any Route.
- Perform full Pre-Trip Inspection and other pre-shift procedures pursuant to **SP+** policies

- Confirm radio and other systems operating properly
- Confirm vehicle adequately fueled
- If vehicle is not in acceptable operating condition, Driver to immediately notify Supervisor/Dispatcher for reassignment
- Set signage for proper Route
- Radio to advise leaving staging area and proceeding to first pick-up stop
- Record "In-Service" time and vehicle mileage on Trip Sheet
- Relief Drivers must perform full Pre-Trip Inspection unless relieving while in-service when they must do a visual "walk-around" inspection of the vehicle and report any deficiencies/issues to Supervisor/ Dispatcher.

Speed, Routes, Schedules, Passenger Counts and Control

- Speed limits are to be strictly obeyed
- Drivers must follow prescribed Routes only. If detours are necessary, Drivers to radio and receive permission and instructions from Supervisor/Dispatcher re: alternate routing. Route deviations should be announced.
- If on paddle or time schedule, Drivers must never depart stop before scheduled time
- Route delays to be immediately reported to Supervisor/Dispatcher
- Maintain Airport's dictated headways and related spacing
- Supervisor/Dispatcher to authorize use of "tripper" buses based upon passenger demand
- Stage/dwell vehicles in designated areas only as directed by Supervisor/Dispatcher
- Driver and/or vehicle changes to occur at designated sites only
- Staging/dwelling (location and timing) per Supervisor's/Dispatcher's direction
- If no (or malfunctioning) automated announcement system, Driver to announce all stops with corresponding information
- Utilize automated system to record passenger count per one way trip (if malfunctioning, use manual system)

Loading, Unloading, Disabled Passengers and On-Board Safety

- Vehicle in park while loading and unloading
- Load and unload passengers at designated stops only (no courtesy stops)
- Open all doors at all stops
- Allow sufficient time for passengers to board
- If requested, Driver to assist disabled (e.g., sight impaired) passengers with seating and maneuvering (into assigned spaces) and securing (using securing straps/devices) wheelchairs. Wheelchairs must be properly secured.
- If applicable, use vehicle kneeling feature (front door) or lift to assist disabled, challenged seniors and other passengers in need. If lift or kneeling feature is malfunctioning, radio Supervisor/Dispatcher immediately and a substitute vehicle will be dispatched.
- Service animals on leashes (or other restraints) assisting disabled or medically impaired passengers are permitted on vehicles. All other animals must be in cages.
- Aisles must remain clear
- If vehicle is loaded to capacity, notify Supervisor/Dispatcher by radio immediately
- Children may not be in strollers. Strollers must be folded and stored.
- Bicycles, shopping carts, explosives, unlicensed weapons are prohibited on board vehicles
- No passengers or luggage permitted forward of the caution line
- If applicable, assist passengers with luggage
- Assure all luggage is secure

- Announce when departing a stop so as to allow passengers to be seated or grasp rails
- Headlights and passenger area interior lights to be illuminated at all times while in service
- No cell phone (or similar instrument) or headset use while operating vehicle
- At end of shift, Driver to park vehicle in designated area, engage parking brake, check to assure no passengers on vehicle, sweep vehicle, collect all trash, check for seat damage, lights, etc.), collect lost items (to be delivered immediately to Supervisor/Dispatcher) and complete Shift Log and Post-Trip Inspection

Radios

- Two-way radios--system conversation only
- Utilize assigned radio frequency

Housekeeping

- Drivers to keep vehicles free of debris
- No eating or drinking while operating vehicle
- No unauthorized items on dash or cockpit counters

Lost Articles

- Radio immediately to report lost articles
- Handle lost items with care and security
- Drivers are not to open wallets, etc.
- Supervisor/Dispatcher will meet Driver to collect lost items and log them in Shift Report.
- Supervisor/Dispatcher to follow established procedures re: handling of lost articles
- If weapons or narcotics are found, Supervisor/Dispatcher to contact Airport law enforcement

On-Board Disturbances, Illnesses, etc.

- Driver to notify Supervisor/Dispatcher immediately by radio of any on-board disturbances, illnesses, etc. Unruly passengers may be requested to de-board the vehicle, but only after vehicle is stopped in a safe location. If the offending passenger refuses to de-board, radio Supervisor/Dispatcher immediately.
- Driver should NOT physically confront or lay hands on a passenger or his/her belongings. Driver should NOT attempt to intervene in a fight between/among passengers. If necessary, the vehicle should be stopped in safe location and the doors opened allowing passengers to de-board.

Mechanical Problems During Route

- Driver to radio immediately to report mechanical problems effecting vehicle safety or performance
- If possible, the vehicle should be pulled safely to side of roadway and not moved
  - Turn off engine and electrical devices
  - Turn on flashers
  - Set triangles
  - Check for smoke/fire (do not open engine compartment if fire suspected)
  - Evacuate all passengers if danger
  - Advise passengers of issue and that relief vehicle is on way if so advised by Supervisor/Dispatcher
- Supervisor/Dispatcher to coordinate relief vehicle
- Supervisor/Dispatcher to immediately contact Maintenance

Post-Trip Procedures

- Supervisor/Dispatcher to advise when vehicle to go "Out-of-Service"
- Record "Out-of-Service" time on Trip Sheet
- After last drop-off, proceed immediately and directly to Lot
- Park vehicle in designated "end-of-shift" parking area
- Shut down all systems and lights, turn engine off, set parking brake
- Walk through vehicle to check for passengers, left items and/or damage
- Sweep vehicle and remove trash
- Perform full Post-Trip Inspection pursuant to **SP+** procedures:
- Advise Supervisor/Dispatcher of any significant operations, mechanical or body issues
- Complete Trip Sheet and deposit in designated bin in Operations Center
- "Punch out" promptly using automated time-clock

Breaks

- Scheduled by Supervisor/Dispatcher
- Scheduled breaks to be taken at Operations Center unless otherwise directed by Supervisor/Dispatcher
- Time period must be respected
- If Relief Driver assumes vehicle; must perform pre-trip inspection "sweep"
- Break time (starting and ending times) to be recorded on Trip Sheet
- Radio re: start and finish of break period
- Unscheduled breaks to be taken as needed, subject to service requirements
- Advise Supervisor/Dispatcher by radio
- Upon direction of Supervisor/Dispatcher, proceed to Operations Center or otherwise
- Unless emergency, no break or Route diversions while passengers on board
- Subject to Texas law and Collective Bargaining Agreement dictates

Meal Periods

- Mandatory unpaid 30 minute meal period for any shift of five hours or more
- Scheduled by Supervisor/Dispatcher
- Scheduled meal periods can be taken at Operations Center, but vehicles cannot be used and time period must be respected
- Operations Center appliances available
- If scheduled, Relief Driver to assume vehicle; must perform pre-trip inspection "sweep"
- Record meal period (starting and ending times on Trip Sheet); punch-in and punch-out on Time-Clock
- Notify Supervisor/Dispatcher at end of meal period that ready to re-enter service
- Supervisor/Dispatcher to confirm Route, start time and first pick-up point
- Subject to Texas law and Collective Bargaining Agreement dictates

Supervisor/Dispatchers Control Plan - 24/7/365 coverage

Review Prior Shift

- Discuss with the previous shift Supervisor/Dispatcher any issues
- Review Dispatch Shift Log covering previous shift
- Review Trip Sheets from previous shift

Vehicle Availability/Assignments

- Determine vehicles available for service
- Maintain Vehicles Out-of-Service Log

Drivers

- Coordinate staffing (check-in, no shows, holdovers)
- Assign Drivers to vehicles and Routes
- Review Drivers fitness for duty
- Schedule and implement breaks / Relief Drivers
- Record all call-offs, tardiness, vacations, etc.

Operations

- "Gate-Check" to confirm
  - Pre-Trip Inspections complete and acceptable
  - Correct Route signage on vehicles
  - Lights on for safety
  - No visible cell phone or similar instrument
- Maintain Dispatch Shift Log
- Monitor radio traffic
- Monitor GPS system
- Utilize two-way radio, GPS, communications to direct vehicles spacing, staging, dwelling, trippers, etc.

Fueling

- Drivers and Supervisors to be fully trained in all fueling policies and procedures
- Only **SP+** personnel to fuel Airport fleet
- Vehicles to be fueled so as not to impact operations
- Transportation Manager to prepare fleet utilization schedule; fueling to be performed only when vehicles are "Out-of-Service"
- Drivers and Supervisors to record mileage and fuel level in Log
- Follow all policies and procedures, including
  - Set parking brake
  - Vehicle in neutral
  - Engine off
  - Survey area for potential dangers
  - Verify correct fuel type; select correct grade
    - Fuel Log Sheet lists correct fuel types
    - Different vehicles use different fuel
  - Do not leave fueling point while fueling in progress
  - Automatic fill can be used, but must be watched
  - No splashing, overflow or leakage; if so, stop immediately
  - Replace pump handle securely; verify no flow
- When fueling completed, verify gauge reads 7/8 or higher
- Check area to verify no leaks or spills; if so, immediately contact Supervisor
- Complete Fuel Log

Monitoring and Reviews

- Monitor vehicle pick-up, drop-off, staging, dwelling and parking areas
- Perform periodic on-board ride checks
- Perform periodic "trailing"
- Participate in quarterly safety training
- Perform annual Driver reviews
- Coordinate "Mystery Rider" program

Service Control Vehicle

SP+ Supervisors and Managers will utilize a service control vehicle 7 days per week/365 days per year. This vehicle will be an invaluable tool in enabling us to provide the highest levels of customer service (including collecting and delivering lost articles, emergency movements, shuttling Drivers, etc.)

Reporting

- Accurate collection, compilation and reporting of key data is essential
- Daily, weekly, monthly and annual reports to be generated promptly and concisely
- Among myriad reports which we generate are:
  - Headway Reports
  - Daily Trip Sheets
  - Ridership Reports
  - Daily Schedules
  - Run-cuts
  - Staffing Schedules
  - Fleet Utilization (Vehicle Availability) Reports
  - Dispatch Logs
  - Daily In-Service Hours and/or Mileage Reports
  - Supervisors Shift Logs
  - Accidents/Incidents Reports
  - Maintenance Reports
  - Service Feedback Summaries
  - PMI Reports
  - Personnel Reports
  - Complaint/Incident Reports
  - Drivers Break Reports
  - Bus Mileage/Engine Hours Reports
  - Daily Random Vehicle Inspections
  - Annual Surveys
  - Vehicle Failure Reports
  - Monthly Invoices
  - Turnover Reports

QUALITY CONTROL / ASSURANCE PROGRAMS

SP+ is dedicated to continually upgrading its operating systems, management procedures, customer service programs and reporting procedures. Quality assurance is foremost and is an integral part of every component of our operations. Quality assurance includes: full-time management presence; coordination with Airport staff, police and fire departments, etc. to prepare and refine emergency procedures including alternate route plans and pick-up/drop-off points in the event of threatened acts of terrorism, fire/rescue, police/safety matters, severe weather, etc.; weekly staff meetings; regular meetings with Airport personnel; mandatory periodic safety meetings; observation ride reports; management/supervisory staff ensuring shuttle bus headways and spacing are maintained; constant monitoring of traffic and road conditions; and regular management reporting.

Passenger Questions, Complaints and Commendations

With the Airport's permission, **SP+** will place in each vehicle a sign showing our contact information so that patrons will be able to contact us with complaints**,** concerns or commendations. Each patron complaint/concern/ commendation will be taken seriously. A Shuttle Bus Service Comment Form will be completed for each complaint/concern/ commendation received. Moreover, a Complaint/Concern Log will be maintained reflecting each and every customer complaint/concern, including the date, time, complainant

information, notification (telephone, email, letter, etc.), location, route, operator, bus number, Supervisor, investigator and responsive action summary.

All correspondence, inquiries and complaints will be personally addressed and the complainant will receive a telephone call within 24 hours and a written response within two business days. Copies of such notices will be furnished to the Authority. **SP+** will maintain and make available to the Airport a Complaint/Concern Log.

Mystery Rider Program

With the Airport's approval, **SP+** will contract with an independent firm to perform "Mystery Riding" for the Shuttle Bus Services at ABIA. Mystery riders follow the pattern of a normal shuttle bus customer and are instructed to observe specific operational procedures and employee behaviors. The mystery riders complete a series of questions designed to determine if customer service and driving procedures were followed according to the Airport's and **SP+'s** standards.

Zonar Systems

Zonar Systems provides a comprehensive suite of fleet telematic solutions that represent best practices for tracking vehicle movement, vehicle inspection and fleet management. By collecting vehicle and passenger-count data in real-time, transmitting it wirelessly to a central database, and analyzing it with easy-to-understand reports, these tools promote safety and security, aid regulatory compliance, improve service quality and enhance customer satisfaction. Zonar's products incorporate handheld radio frequency identification (RFID) readers, powerful web-based software applications, integrated high-definition Global Positioning System (GPS) technology, wireless communication and other innovative fleet management solutions.

Zonar's Electronic Vehicle Inspection Report System - EVIR® - ensures that drivers perform their daily Pre-Trip and Post-Trip Vehicle Inspections. This "verified" visual inspection system promotes more timely, accurate and efficient reporting of defects. Seamless integration with popular fleet maintenance software products further aids operational efficiency and regulatory compliance. Maintenance and supervisory personnel receive near real-time reporting of vehicle condition and location through a powerful, yet user-friendly web-based software application.

Another significant benefit of the EVIR® inspection system is the consistent and verifiable performance of the TSA-recommended visual security sweep for transit vehicles. In addition to the standard Pre-Trip and Post-Trip inspection configurations, a separate "security sweep" configuration can be incorporated to ensure performance of this critical task.

EVIR®-integrated GPS provides the ultimate in fleet visibility. Vehicle location, speed, route, schedule and passenger-count information is delivered directly to a desktop. Dispatching, route planning and service quality are dramatically improved with real-time vehicle location information. Service complaints can be answered definitively. Route auditing and optimization are easily accomplished with dynamic geo-fencing.

The automation of ridership count information with Zonar's extensible Telematics platform significantly improves a required process. Accuracy and productivity are both enhanced with this powerful application.

SmartDrive

SmartDrive is a technology-based program that provides the tools to identify and correct high-risk driving behavior *before* those behaviors lead to a crash. It enables users to effectively manage driving behavior by getting to the root cause of improper behavior which leads to incidents. SmartDrive provides video clips, with audio, anytime a vehicle encounters a high-risk situation or is involved in an unusual motion. The main technological component is an in-vehicle camera mounted on the windshield that collects triggered events caused from outside drivers that puts the driver at risk or by unusual motion that originated from the driver driving erratically.

SmartDrive promotes less aggressive driving by changing driver behavior while at the same time helping protect drivers and vehicles from the actions of non-professional drivers – providing an electronic record of the events of an incident and evidence of "no-fault" collisions.

2. REVENUE, COLLECTIONS, AND CONTROL

2.1 COLLECTING AND ACCOUNTING FOR PARKING REVENUES

Provide a detailed description of the Proposer's plan for collecting and accounting for parking revenues. This shall include the personnel involved in the collection, accounting, auditing, and deposit of revenues; proposed handling of daily and monthly reconciliation reports; procedures for handling of cash, lost tickets, and non -revenue transactions, cashier shift changes, and other revenue related procedures. Address measures designed to prevent employee and customer theft of revenue under a License Plate Inventory/Recognition (LPI/LPR) system.

Revenue control begins at each location through an extensive series of policies and procedures that allow **SP+** to efficiently collect and manage over $2.5 billion in parking revenue each year. Over sixty years of parking experience at some of the largest revenue generating facilities across the country has given **SP+** the expertise to develop sound and proven collection and auditing procedures.

When you hire a company to manage an airport parking operation the size of Austin-Bergstrom International Airport, it is extremely important that the accounting, auditing and overall information systems are up to the task. Our responsibility for revenue control begins when the customer enters the facility. From this point we ensure a continuous chain of accountability for proper processing and recording of revenue from the facility level to corporate accounting and final verification of bank deposits. At **SP+**, our industry leading, award-winning systems assure our clients that their revenue is accounted for and monitored on a daily basis.

SP+'s computer-based accounting system integrates revenue, payroll, accounts payable, property management, contract management and client reporting. In short, our network serves as a key resource for field and corporate management in the monitoring and reporting of all client parking activity. The **SP+** field management staff is supported by much more than just information systems. Highly qualified corporate professionals with expertise in the areas of accounting, human resources, legal and other key disciplines play a key role in the support of our field personnel.

Each client is assigned a personal, ***airport dedicated***, accountant who works in concert with field personnel to prepare all financial statements and to ensure that all revenue and expenses are reported accurately. Parking transaction activity is entered daily into **SP+**'s information network at the local office level. The accounting professionals at **SP+** have the ability to review, compare and audit the daily transaction activity of any field office or specific location. This additional level of corporate audit capability is another benefit of **SP+**'s advanced information systems technology.

Internal Controls

Daily parking activity is monitored through a series of checks and balances designed to ensure accurate recording of all transactions. While the advanced systems available today provide us with significant tools to work with, the systems must be properly administered and procedures must be employed to ensure proper system monitoring and cash handling associated with day-to-day operations.

Many of the procedures and reports **SP+** employs at its airport operations are described below. Operations, Bookkeeping, Accounting and Audit are responsible for collecting and accounting for the parking revenue. The Operations Department collects and reconciles revenue when first received and the monies are forwarded to the Bookkeeping Department. The Bookkeeping Department is responsible for securing revenue accurately and thoroughly until deposited and will report all revenue to the City of Austin on a daily basis.

The Audit Department ensures all credit card revenue that is captured in the Parking Control Revenue System is collected by the credit card processor on a daily basis. All discrepancies are researched and resolved. The revenue is reconciled by utilizing the Daily Cash Summary, Post Totals, PRCS credit card reports and Credit Card Processor Reports. Then, the Accounting Department reconciles credit card

deposits with the bank statements. The Internal Audit Department will audit 100% of exceptions processed. This includes all lost tickets, non-revenue transactions, cancel and back-out transactions

The License Plate Recognition (LPR) System allows facilities to match entry and exit transaction information with a vehicle's license plate number. Cameras positioned at entry lanes capture an image of the vehicle's license plate and then store the image, along with the transaction data and the license plate number obtained from the image, in the LPR database. At exit, cameras capture the vehicle's license plate again. The LPR system then attempts to match the exit license plate data with entry license plate data stored in the LPR database. If the match is successful, the fee due at exit is based on the information from the LPR database associated with that vehicle.

The Audit department will conduct random audit LPR samplings. This is done by physically recording tags as they enter into the facility and compare the data to the LPR database to ensure the system is meeting specifications for Capture Rate and read rates. The auditors will utilize the LPR and LPI to audit all cancel/back-outs, stolen/redline tickets and lost tickets to ensure all revenue was collected.

Shift Audits and Recaps

Shift audits consist of breaking down tickets and revenue by lot and by type. Revenue tickets are counted and all "no-charge" tickets are verified and categorized. Management performs a 100% audit of all exception transactions.

Shift totals are cross checked and validated with the General Totals report which contains linked data for all revenue broken down by rate type, exit counts, checks, cash and short money transactions. Management utilizes the following sources of data to complete each daily audit:

- Individual cashier shift reports
- Fee Computer Shift Reports
- Yearly Sub-total Report
- General Totals Report
- Transaction Report
- Ticket Type Report
- Daily Deposit Sheet
- Daily Summary Sheet

Bank Deposits

All deposits are transported to the City of Austin's bank via an armored car service, Monday through Saturday, excluding any bank holidays. **SP+** makes every effort to ensure that the deposit slips are validated by the deposit deadline.

Credit Card Deposits

Credit card transactions are handled exclusively through electronic banking. **SP+** shall provide the Airport a daily and monthly report of 'credit card activity as verified through the reporting capabilities of the credit card processor.

Cashier and Supervisor Procedures for Cash Handling

SP+ prepares numerous administrative reports utilized for the reporting of revenues and statistical parking information at its airport operations. Reports are compiled at the location by shift, by day, by week and by month. Daily information is updated continuously to generate monthly and year-to-date revenue and ticket summaries.

An individual "Daily Cashier Report" is printed at the end of each shift. The report summarizes all activity in a given lane during a cashier's shift. The report is used by the cashier to help complete the Cashier Shift Report and by supervisory and office personnel to audit the cashier.

Beginning and ending Daily Cashier Reports are attached to the **SP+** cashier "Shift Report". Information from the Daily Cashier Report is used to complete related sections of the Shift Report. The cashier completes all required sections of the Shift Report including; date, day, shift name, booth number, facility number, beginning/ending transaction numbers, beginning/ending exit lane counter numbers, advance deposits (skims), over rings, under rings, revenue recap, deposit amount, itemization of exception transactions and cashier signature.

An individual "Lane Report" is printed at the end of the business day for each booth. The Lane Report is a summary of all "Daily Cashier Reports" for a particular booth. The report summarizes the activity of each cashier shift separately and in total.

Once the Lane Report is printed, the fee computer is "cleared" to begin the next day's activity. *Note:* a Lane Report must be pulled at the end of each day or activity will continue onto the next day's totals.

The "Daily Master" report is used to combine all cashier shift reports for a 24-hour period and summarize revenue and tickets for each lot. The Master report summarizes the beginning and ending ticket numbers by spitter (pulled at the end of each day) and beginning and ending audit totals for transactions and revenues collected. Information to complete the Daily Master report is pulled from Cashier Shift Reports, Cashier Reports and Lane Activity reports.

The Daily Master report is also used to record adjustments, break down tickets and revenue by type and calculate ticket and revenue overages and shortages. Information on the completed Master Report is then transferred to the "Daily Revenue Summary" report.

The "Daily Revenue Summary" Report, or PT-70, summarizes the daily activity recorded on the Daily Master report for each lot. Information recorded on the PT-70 includes; revenue and tickets collected by type, deposit amount and vehicle counts and calculations. Information reported on the PT-70 is entered by day into **SP+**'s AS 400 system. The information recorded on the Daily Revenue Summary Report and entered into the AS 400 system is then "rolled-up" into a monthly report provided to the our airport clients along with the monthly financial statements.

Nightly Closeout and Cash Counting Procedures

SP+ reports parking activity and prepares separate deposits for each 24-hour period. At virtual midnight, we close out all cashier shifts, the system resets, we complete a vehicle count and record ending ticket numbers, and a new reporting day begins.

Individual cashier skims and deposits are combined and recounted in the parking office by **SP+** staff each day and deposits are prepared. The deposits represent all monies collected within the previous 24-hour period. Each deposit with corresponding slip is sealed in a separate deposit bag and picked up for delivery to the bank by an armored car service.

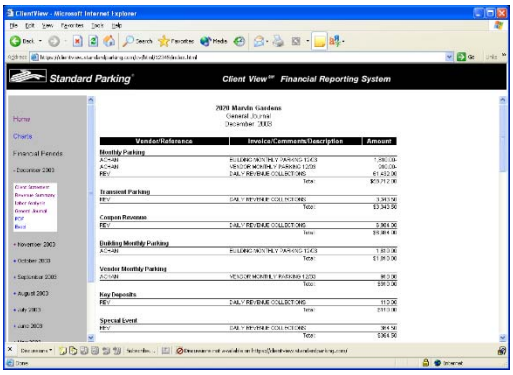
No Charge, Validated and Exception Transactions

All non-standard transactions must be pre-approved in writing by the airport. Prior to transition, **SP+** will review all approved programs and incorporate procedures for handling these transactions into our employee handbook and on-site operations manual. All non-standard transactions would be separated by shift and each ticket audited to ensure proper information and identification is contained on the ticket.

Lost Ticket Procedures

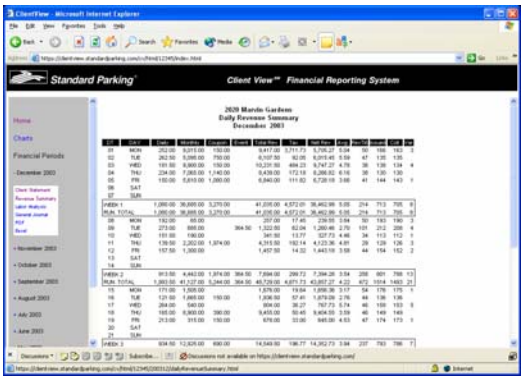
Any customer losing his or her ticket is required to complete a lost ticket form designed to provide specific identification and other information for verification and audit purposes. The license plate of the vehicle is recorded and checked against the license plate information recorded in the LPI system to determine the exact entrance time for fee calculation. **SP+** prefers to use a color-coded lost ticket form for easy identification by our audit staff. This is helpful in sorting all lost tickets for review by management.

Financial Reporting and Accounting



SP+ will furnish a "Certified Monthly Statement" to the Airport in accordance with requirements stated within the RFP. The statement will summarize all gross receipts by revenue type, disbursements for operating expenses, operating fee and net profit for the preceding calendar month and on a year-to-date basis. The statement will include the budgeted amounts and variances between the actual and budgeted expenses for each facility separately and combined as a total. The Certified Monthly Statement will also include the following reports in both printed and electronic file format:

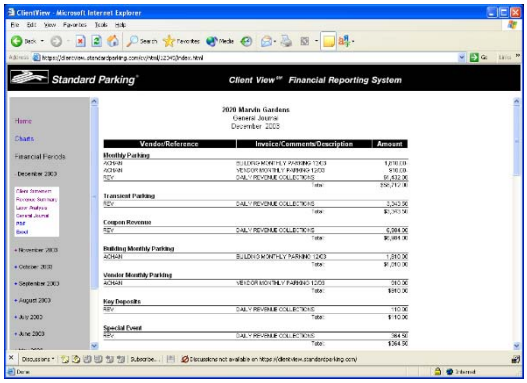
- Reconciliation of cash and credit card deposits
- Parking Activity Report
- Copies of original invoices and all required backup
- Payroll records
- Copies of paid checks supporting requested reimbursable expenses
- Budget Variance Report
- Exception Transaction Report
- Missing Tickets Report
- General Ledger detailing revenues and expenses incurred
- Monthly list of all authorized permit holders and access card numbers
- Petty Cash Receipts



Taking full advantage of advances in technology and information systems, **SP+** offers its clients on-line access to operating statements through a secure web-site. Our "ClientView" program allows the client to view the revenue expense history of their facility each month and provides a variety of reports and analysis that serve as useful tools in forecasting, budgeting and planning.

SP+ offers the Airport staff access to our "ClientView" program at no cost to the Authority.

Client View[sm], our fully-secured Internet-based system, gives clients the flexibility and convenience to access and download monthly financials and detailed backup reports, including:



Statement of Revenue and Expense

Labor Analysis Report

— Employee Name

— Pay Date

— Hours Worked

— Total Earnings (regular and O.T.)

— Employer Payroll Taxes

— Workers Compensation Cost

Revenue Summary Report

— Revenue Data by Day

— All Revenue Types

— Sales Tax Data

— Average Ticket Data

— Tickets Issued

— Tickets Collected

— Weekly and Monthly Summaries

General Journal Report (detail that supports Statement of Revenue and Expense)

— General Ledger Reference

— Vendor Reference

— Invoice Number

13-Month Trend Analysis

The system also provides line item drill down capability (general ledger detail, vendor reference and scanned image of invoices), rolling 24-month historical data and the ability to convert reports to Microsoft Excel files.

2.2 REVENUE CONTROL SYSTEM OPERATING CAPABILITY

The Proposer shall demonstrate in its proposal its capability of operating the revenue control system and knowledge of operating procedures. In addition, the Proposer shall specifically address:

Having been a leader and innovator in the airport parking industry for over sixty years, **SP+** has experience with nearly all-major revenue control hardware and software configurations in use across the country. In fact, we pioneered the first automated lane in cooperation with AMANO McGann more than twenty years ago and have since installed more automation at airports than any other operator. Our ongoing relationships with leading manufacturers have allowed **SP+** to continue to innovate and influence many of the revenue control options commonly used to track and report revenues and transactions in airports today. **SP+** currently manages more airport parking operations utilizing the AMANO revenue control system than other operator. Locations include:

- George Bush Intercontinental Airport
- William P. Hobby Airport
- Flint-Bishop International
- El Paso International Airport
- Billings Logan International Airport
- Kalamazoo-Battle Creek International
- Traverse City-Cherry Capital
- Saginaw MBS International
- Tri-Cities Regional Airport
- Baton Rouge Metro Airport
- Islip-Long Island Mac Arthur International
- Portland Jetport (Portland, ME)
- Ashville Regional Airport
- Fresno Yosemite Airport
- Shreveport Regional Airport
- Jacksonville International Airport
- Manchester-Boston Regional Airport
- Key West International Airport
- Rogue Valley Medford International Airport
- Bradley International Airport
- Sioux Falls Regional Airport
- Hector International Airport

The AMANO McGann Software System

SP+ has extensive experience with literally all software systems that are currently in use at airports across the country, including the AMANO McGann system installed at Austin-Bergstrom International Airport.

The AMANO McGann software provides total access and management of parking and revenue control data utilizing built-in tools for managing cashier stations, alarms, counter activities, reports and cardholder data. The AMANO McGann system manages the information and makes it accessible to management and audit personnel through user workstations.

The AMANO McGann software collects information from the parking hardware providing essential information to the operator and allowing management personnel to control the parking facilities and perform the following functions:

- Generate reports
- Control parking equipment remotely

- View and manage activities related to alarms
- View and manage counter activities
- Set up and control monthly cardholder accounts

Although the system has numerous reports designed to provide management and audit with transparency over all transactions and data, a few main reports are used:

Cashier Shift Report - Automatically generated at the end of each cashier's shift and provides a summary of tickets, revenue and non-revenue transactions. Supervisors use the automated report to ensure proper accounting of each cashier's shift.

General Totals Report - Summarizes daily activity of all fee computer transactions for each lane and all lanes cumulatively. It is used to balance and crosscheck revenue, tickets and inventories for the full day's activities.

Transaction Report - Contains all pertinent data for every transaction of each day. Supervisors use the transaction report to review all manual and automatic transactions to verify accuracy and accountability. Additionally, this report is used by supervisors to periodically review the performance and accuracy of cashiers.

Daily Revenue Report - Used in corporate tracking of all categories of cash transactions daily. Information from the daily Revenue Summary is keypunched by regional office personnel into **SP+**'s AS-400 system and verified against actual deposits.

Yearly Report - Printed daily and used by manager to ensure year-to-date accuracy of all daily revenue and ticket activity.

Other Reports

Many other formatted and custom reports are available as required to provide managers and customers useful data for a variety of uses.

Entry - Exit Summaries - provide a record of all cars entering/exiting by time block for any designated time frame. Helps identify peak exit times by day and is used by management in planning and scheduling of cashiers.

Count Activity Report - Identifies peak facility counts

Count Totals Report - Useful in cross-referencing inventories with ticket issues and collections

Validation Report - A detailed list of store validations or discounted tickets

Ticket Type Report - Provides listing of status on all tickets to include back-outs

Administrative Logs

SP+ maintains several administrative control logs used to record information essential to ensuring the quality and integrity of the parking operations. Those logs include the following:

Over Ring/Under Ring Log

A log is kept by month listing each cashier that has worked. An entry is made for each shift worked listing adjustments made by amount or recording that no adjustments were made. The log is updated daily and all adjustments are checked and verified for legitimacy.

Overage and Shortage Log

A log is kept by month listing each cashier that has worked. The manager enters the amount of cash over or short by amount or records no variance occurred for every cashier shift worked. The log is updated daily when shift audits are performed.

Balance Due Register

All "Balance Dues" issued are recorded in chronological order on the Balance Due Register each day (if applicable) when shift audits are performed. The register is used to record amounts owed and collected, identify and prevent repeat offenses and to initiate and record collection activity.

Daily Log

A log is kept by day and by shift to record all pertinent information pertaining to the day's operations. Log entries may include; equipment problems, traffic issues, disciplinary or attendance issues, customer comments/complaints, flight delays, security issues and other miscellaneous information.

a. Cashier Banks

Describe opening, closing and shift changes in regards to cashier's banks;

1. The Manager on duty will be issuing banks from the previous shift.
2. The cashier will sign an operating bank receipt and write the date, their name and the booth number and safe key, if applicable, on the receipt.
3. The cashier will hand the receipt to the Manager for a $200 bank.
4. The cashier will count the bank to verify that the amount is correct. Once the funds are verified, they will be placed in a money bag. The bag will be secured before leaving the office.
5. The cashier will be escorted to their assigned area by a member of management.
6. A manager will ring off the cashier from the previous shift only after the replacement cashier has arrived.
7. The manager will block off the lane before having the cashier perform a total end of shift.
8. The cashier will end the shift by:
    a. Selecting the appropriate key sequence on the keyboard.
    b. When the end of shift is performed correctly, the cash drawer will open.
    c. The cashier will retrieve all cash and revenue related items from the drawer. The cashier will lift the cash holder compartment area of the drawer to ensure no cash or checks are underneath.
    d. The manager will print the end of shift report from the cashier terminal and will make sure that the report is for the current date, shift and cashier being removed from the booth.
9. All revenue and related items including tickets will be placed in the cashier money bag and the cashier is escorted to the office.
10. When the cashier is next to be counted, he/she will place cash (including coins), checks, pick-up slips and any other revenue related items(i.e. handwritten credits, etc.) along with all shift reports into separate piles. They will also place all exceptions tickets and manual exception sheets on the desk.
11. The Manager will proceed to count the revenue starting with cash items, checks, and pickup receipts. The total of these items will be listed in the Total Cash column. When verifying cash the manager will ensure that all $50 and $100 bills are marked with the counterfeit detection pen and listed on the denomination sheet.
12. Managers will add the credit card total(s) and add any $ amounts from the Credits column. This total should equal the total Revenue Amount combined from all end of shift report(s).

13. The Manager will verify that all checks (traveler's checks) have the required information listed. The count out manager should ensure that all revenue matches to the total on the end of shift report.

14. The manager will list each bill denomination on the back of the sheet (bottom of the sheet International) underneath the coinciding booth number. He will total the dollar amount and verify that it matches the cash amount listed on the front of the sheet. He will put the total number of checks verified and received in the appropriate area on the back of the sheet.

15. The manager will verify all exceptions are present and have approval numbers written on both the original and exception ticket. Any unreadable exception transactions should have the corresponding number that coincides with the Manual Exception Sheet written on both the original and exception ticket. He/she should initial all exception tickets excluding complimentary tickets. After verifying all revenue and exceptions managers must initial the top of the end of shift report. Failure to do so will result in progressive discipline.

16. If the revenue does not balance, the Manager should count all revenue items again for verification and conduct research with all information available as to the overage or shortage. Explain in detail any information that needs clarification for Auditing purposes.

17. If the cashier is short or over, a receipt must be written to account for the difference. The cashier will be disciplined for shortages not paid at ring-off. If the cashier pays the shortage at ring-off, a receipt for the payment should be issued and documented in the Comments section of the ring off sheet.

18. If any corrections have to be made, place a single line through item to be corrected and initial. Never write over any line items.

19. The cashier must initial in all applicable areas of the ring off sheet.

20. At the end of the count out, train cashiers on all errors, missing information and serve any disciplinary action at that time.

21. Managers will place all cash, any revenue related items, and all cashier paperwork in a designated audit bag. Each cashier's revenue and paperwork will be placed in a separate bag and the audit bag number will be written on a receipt, placed in the bag and the bag will be sealed.

b. Monitoring of Cash Accumulation in Cashier Booths and Express Pay Stations

Throughout their shifts, cashiers are required to make frequent "skims" of the cash drawer. Cashiers are typically not permitted to accumulate more than $300 in addition to the starting bank before a skim is made. Amount may be adjusted with appropriate approvals from ABIA.

Pick-ups of cashier booths and pay stations are performed randomly throughout the manager's shift. The manager will go inside the booth and the cashier will count out the amount that they are submitting for pick-up. The manager will then complete the receipt for the pick-up amount and list the time and booth number on the pick-up receipt. The white copy will be given to the cashier and the yellow copy will be attached to the funds retrieved. The manager will secure the funds before leaving the booth. When the manager completes this process, he or she will notify, base and the ops manager(s) on duty that shifts are terminated and deposits are en route.

Once the manager enters the office, he or she will verify all pick-ups and list them on the Pick-Up Record. The funds (individually wrapped with yellow copy of the receipt) pick-up report is turned in to bookkeeping where they will be verified. Once balanced, bookkeeping will return the yellow copy of the pick-up record. It is important to note that face to face verification is required for all money turned in to bookkeeping.

- Cashiers remove all large bills from their drawer, count the money and complete a "drop envelope", recording the amount of the skim on the drop envelope and their shift report.

- Money and envelopes are secured in a drop safe (located in the cashier booth) or given directly to a supervisor who secures the drop in the vault room in the main office.
- Supervisors pick up the skims on each lot several times throughout a shift. Each time, the supervisor counts the money in the presence of the cashier and initials the drop envelope and cashier's Shift Report. At such time, the money becomes the responsibility of the supervisor.

c. Auditing Plan and Procedures

In addition to the detailed daily revenue control procedures we perform, including 100% auditing of every ticket and every dollar collected by every cashier, **SP+** provides a significant level of support and operational oversight from regional and corporate offices. The **SP+** supplemental auditing and quality assurance programs include corporate security audits, operations field surveys and mystery shopper program.

SP+ understands the importance of revenue control and auditing and has invested in an Internal Audit Department comprised of 16 employees located throughout the country responsible for performing field audits, reviewing revenue controls and investigating fraudulent activity. The depth and scope of the **SP+** auditing program with dedicated staff and comprehensive evaluation criteria is unmatched in the industry further setting us apart from our competitors.

The audit plan is the specific guideline to be followed when conducting an internal audit. Internal audits are conducted by the Internal Audit manager. The audit plan usually consists of the following phases: planning fieldwork, follow-up meeting and a remedial audit. On a yearly basis, the internal auditor manager meets with the General Manager to which process will be audited and how in the depth the audit should be.

The fieldwork phase may include a visual assessment of the operation and conducting observations of the company's processes and functions, interviewing employees who handle critical information and testing the company's audit sample against company guidelines. The testing phase determines if any irregularities exit. The audit plan usually lists a specific order for the fieldwork to be completed. This allows auditors to work in a logical manner and not skip any essential processes that should be included in the audit. Once the audit is completed, the auditor will prepare a final report for the General Manager.

The audit plan also includes a follow up management meeting where the Audit Manager discusses any material weakness found in the company's process. Other errors or irregularities are also discussed to inform the General Manager about the effectiveness of their internal controls. If a division fails the initial audit, they may be subject to a remedial audit. Remedial audits are secondary audits that are normally performed if the company failed the initial audit. The audit plan usually requires the Audit Manager to go back and review the specific functions where the company filed during the initial audit. If corrective measures have been taken to eliminate the initial errors, auditors usually sign off on these corrective measures and issue and updated audit report.

Corporate Security Audits

SP+'s Corporate Security staff performs regular unannounced audits at the ABIA facility to review operations and measure compliance with Company policies and procedures. Specially trained auditors spend several days at the facility "shopping tickets" and observing the operation prior to notifying management of their arrival. These unannounced visits allow the auditors to see the operation in the same light that customers do. Cashiers are evaluated on accuracy and compliance with customer service standards.

After observing the operation from the "outside", the auditors notify the Manager of their presence and begin examining records and reviewing procedures. The comprehensive audit covers an extensive checklist including security check, customer service evaluation, ticket analysis, manager's controls, equipment and lot security, personnel, administrative and records analysis, safety program verification, general observations and other information specific to the operation.

Upon completion, the Corporate Security Department prepares a detailed summary of the audit team's findings. Recommendations for corrective actions related to any non-compliance items and suggestions for operational improvements are itemized. Confidential copies are circulated internally through the ranks of our organization up to the CEO. The Regional Manager is then required to respond in writing to each item with explanations and/or dates of implementation.

Controlled Self-Assessments (CSA)

SP+'s Regional Manager, Walt Gray, performs a minimum of two (2) Controlled Self-Assessments (CSA's) each year with the assistance of the onsite General Manager. Each assessment involves touring the location and completing a structured review of operations utilizing a format similar to that used by the Corporate Security staff. The Regional Manager and General Manager audit and evaluate each aspect of the operation and prepare a detailed report of their findings.

The Controlled Self-Assessment requires considerable interaction between the Regional Manager, General Manager and our staff at the airport parking operation. This 'hands-on" approach is used as much for training and motivation as it is for measurement and evaluation. The Regional Manager learns the intricacies of the operation and obtains valuable feedback from the employees responsible for the day-to-day operations.

The frequent location visits by the Regional Manager also provides an opportunity for communication and interaction with airport staff. **SP+** recognizes the importance of understanding the needs and concerns of the Airport. We work hard at being attentive to those needs and providing new ideas and suggestions for improvements.

Mystery Shopper Program

SP+ can also contract with an independent firm to perform "Mystery Shopping" at ABIA. The mystery shoppers follow the pattern of a normal parking customer and are instructed to observe specific operational procedures and employee behaviors. Immediately upon exiting the facility, the mystery shopper completes a series of questions designed to determine if customers service and revenue control procedures were followed according to Company standards.

The frequency of mystery shopping varies by location and is typically scheduled by the Regional Manager in cooperation with the Airport staff. The mystery shopping is occasionally directed at a specific employee suspected of improper behavior.

Credit Card Reconciliation

With credit card transactions accounting for more than half of all parking revenues at most airports, we are pleased to be able to provide our clients with the most stringent controls and more customer service options than anyone else in the industry. **SP+** accepts credit cards at every airport parking facility we manage, processing and reconciling millions of dollars in credit card revenues each month.

SP+ tracks credit card deposits electronically through our TRECS credit card reconciliation program. Credit card deposits are matched daily with revenue information reported by our facility personnel. Any discrepancies are tagged immediately and notifications are sent automatically via email to appropriate accounting and operations personnel.

PCI Compliance

As part of an effort to ensure the security of customer credit card information throughout our organization, **SP+**'s internal audit department has created specific policies and procedures related to Payment Card Industry (PCI) compliance. Those policies and procedures are included as part of our internal audit program and our auditors along with our regional management staff check for PCI compliance at every location. The policies and procedures are as follows:

Credit card information is regulated by the Payment Card Industry (PCI) Data Security Standard (DSS). This PCI DSS is a set of data security requirements that applies to all employees, merchants, vendors, service providers, contractors and business partners who store, process or transmit sensitive cardholder data as well as to all system components included in or connected to the cardholder data environment.

SP+ has adopted a comprehensive policy to ensure company-wide compliance with all 12 requirements of the PCI DSS. Because the corporate network environment may be different than the field locations and regional office environments as it relates to storing, processing and/or transmitting cardholder data, the Company has developed a specific policy to address compliance requirements at our field locations and regional offices.

3. FINANCIAL AND ACCOUNTING PROCEDURES AND CONTROLS

Describe proposed internal reporting, budgeting, accounting, and auditing procedures. Include procedures, reviewing frequencies, positions involved, internal and external report forms, and data collection and storage procedures. Describe the controls around the collection of cash and how the Proposer will handle cash collection. Describe your understanding and your experience in the use of the Brinks CompuSafe System or a similar system.

The proposed internal reporting, budgeting and auditing procedures are discussed earlier in this section. Please refer to **Section D.2**, as well as data storage in the record retention and PCI compliance sections. Our cash handling procedures and controls are also discussed in the Operation Plan found at the beginning of this section.

Brinks Compusafe System

Given the millions of dollars of cash collections generated at most airports, **SP+** or our airport client contracts with a professional armored car service for revenue collection and change fund delivery. **SP+** uses various vendors across the country and is very experienced with the technology offered by the Brinks' *Compusafe*® System. Similar systems, including the *Cashlink*® system at San Francisco International (SFO) and Salt Lake City International Airports, make cash handling by our employees more secure and efficient. The system counts and recognizes the bills at a rapid rate and provides instance verification of the bill validity. Errors caused by human counting of the cash and clerical time from drop preparation are also reduced. While this technology adds cost to the armored service, the additional protection offered to both the money and the employees is justified. The safes are often deployed at facilities that are not always attached directly to the Airport. For example, our Long Term Parking facility at SFO is off-site and distant from the main terminals and other parking facilities. Given the remote location, the Cashlink® safe is in place so cashiers can immediately deposit interim and end-of day earnings and receive change as needed.

We appreciate that ABIA has invested in the technology offered by the Brinks *Compusafe*® System and our management and audit staff will continue to provide Airport staff with the requisite reconciliation and reports from the safe system.

4. INVENTORY CONTROL

Describe proposed methods of vehicle inventory management and control.

SP+ has developed and intensely utilizes proprietary fleet management and maintenance plans, portions of which are included in this proposal. Our Shuttle Manager will serve as the controller, gatekeeper and monitor of all vehicle maintenance and appearance undertakings and will be in constant communication with our third party maintenance vendor. We plan to utilize our RTA management program to assure all requisite work is performed, on time, and all corresponding records are generated and maintained.

5. FACILITY SECURITY

Describe recommended security procedures and safeguards to be followed in the operations.

SP+ believes our most important providing a safe and secure environment for all Airport visitors and employees is paramount. Safety meetings are conducted monthly to discuss safety procedures and risk mitigation efforts. Safety and Security are also a major part of the mandatory training each employee undergoes, both at the time of hire and refresher computerized training through the **SP+** University system. In addition to other required training classes, all **SP+** employees are required to complete the following courses focusing on customer engagement, safety and security.

- Three Keys to Customer Satisfaction
- First Observer Training
- Robbery Procedures
- Information Security Awareness
- Heat Illness Prevention
- Hazard Communication

Although not all-inclusive, the following are some of the guidance and training our employees undergo to protect themselves and the assets of the Airport:

- Strictly follow money procedures, including frequency of skims.
- Monitor and control who is entering the workplace; current employees, former employees, clients, and commercial delivery and service personnel.
- Check identification and politely ask individuals to identify the purpose of their visit.
- Report broken doors, windows, and locks to your manager or building management/security as soon as possible.
- Make back-ups or copies of sensitive and critical information and databases where necessary.
- Store, lock, and inventory location keys, access cards, uniforms, name badges, and vehicles.
- Monitor and report suspicious activity in or near facility entry/exit points, access controlled areas, loading docks, parking areas, garages, and immediate vicinity.
- Report suspicious-looking packages to the local police or building security depending on building specific procedures. DO NOT OPEN or TOUCH.
- Shred or destroy all documents that contain sensitive personal or organizational information that is no longer needed. (Review the Record Retention policy before destroying any documents).
- Keep an inventory of critical equipment, hardware, and software.
- Store and lock personal items such as wallets, purses, and identification when not in use.

Quarterly Safety Theme

At least quarterly our trainer will focus on a major theme and conduct a more intense training session. Often real-world events drive a training agenda, and following is an example of an unfortunate situation that reminds all employees of the need to be prepared in advance of the setting.

Example - Active Shooter

Available resources:

- Homeland Security - Active Shooter booklet

- Homeland Security - Active Shooter pocket card
- Homeland Security - Active Shooter poster
- Homeland Security - Active Shooter: What You Can Do course (IS-907)

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearm(s) and there is no pattern or method to their selection of victims.

Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims.

Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

Before the threat of an active shooter:

- Know all possible escape routes.
- If the client location has a pre-existing plan, become familiar with it.
- Train all affected employees in the event an active shooter situation occurs at the location.
- Consult with local law enforcement on available training or training scenarios.

How to respond when an active shooter is in the vicinity - quickly determine the most reasonable way to protect your own life as employees, customers and clients are likely to follow the lead of managers:

Evacuate - If there is an accessible escape path, attempt to evacuate the premises.

- Have an escape route and plan in mind
- Evacuate regardless of whether others agree to follow
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be
- Keep your hands visible
- Follow the instructions of any police officers
- Do not attempt to move wounded people
- Call 911 when you are safe and provide the following information:
    - Location of the active shooter
    - Number of shooter, if more than one
    - Physical description of shooter(s)
    - Number and types of weapons held by the shooter(s)
    - Number of potential victims

Hide out - If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.

- Your hiding place should:
    - Be out of the active shooter's view

- Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door)
- Not trap you or restrict your options for movement

- To prevent an active shooter from entering your hiding place:
  - Lock the door
  - Blockade the door with heavy furniture
- If the active shooter is nearby:
  - Lock the door
  - Silence your cell phone and/or pager
  - Turn off any source of noise (i.e., radios, televisions)
  - Hide behind large items (i.e., cabinets, desks)
  - Remain quiet
- If evacuation and hiding are not possible:
  - Remain quiet
  - Dial 911, if possible, to alert police to the active shooter's location
  - If you cannot speak, leave the line open and allow the dispatcher to listen

Take action against the active shooter - As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against him/her
- Throwing items and improvising weapons
- Yelling
- Committing to your actions

How to respond when law enforcement arrives - Law enforcement's purpose it to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

- Remain calm and follow officer's instructions
- Put down any items in your hands (i.e., bags, jackets)
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers such as holding on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

The first officers to arrive on the scene will not stop to help injured people. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. The rescue teams will treat and remove any injured persons. They may also ask able-bodied people to assist in removing the wounded from the premises.

Once you have reached a safe location or the meeting point, people will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

- After the active shooter has been incapacitated and is no longer a threat:
  - Account for all individuals at the designated meeting point to determine if any employees are missing and potentially injured.
  - Contact Human Resources to assist with notifying families of individuals affected by the active shooter and employee assistance programs

Prepare for and prevent an active shooter situation:

- Preparedness:
  - Where possible, identify at least two evacuation routes
  - Post evacuation routes in conspicuous locations throughout the facility
- Prevention:
  - Foster a respectful workplace
  - Be aware of indication of workplace violence and take remedial action accordingly
- Indicators of potential violence by an employee:
  - Increased use of alcohol and/or illegal drugs
  - Unexplained increase in absenteeism; vague physical complaints
  - Noticeable decrease in attention to appearance and hygiene
  - Depression/withdrawn
  - Resistance and overreaction to changes in policy and procedures
  - Repeated violations of policies
  - Increased severe mood swings
  - Noticeably unstable, emotional responses
  - Explosive outbursts of anger or rage without provocation
  - Suicidal; comments about “putting things in order”
  - Behavior which is suspect of paranoia (“everybody is against me”)
  - Increasingly talks of problems at home
  - Escalation of domestic problems into the workplace; talk of severe financial problems
  - Talk of previous incidents of violence
  - Empathy with individuals committing violence
  - Increase in unsolicited comments about firearms, other dangerous weapons and violent crimes

While not every situation can be rehearsed or anticipated, **SP+** invests heavily in resources and training and maintains a constant focus on safety and security. We proactively solicit feedback from our employees on

how to improve, from additional lighting to escalating trip hazards to the appropriate Airport contact person. Importantly, the training sessions are designed to be useful and interactive and our ABIA client is always invited to participate in the process.

6. EMERGENCY PROCEDURES

Describe proposed emergency procedures for, at a minimum, the instances listed below. Procedures should include steps for City notification:

SP+ is committed to protecting employees, customers and their property against any potential threat or hazard. Safety is a cooperative undertaking requiring participation from every employee. **SP+**'s managers have completed comprehensive Safety Training and issued a Safety Manual covering injury prevention, safety and health compliance, safe work practices, safety training for subordinates, safety evaluation forms, accident investigation, new employee safety checklist and other miscellaneous safety information. Additionally, **SP+** has established a Workplace Injury and Illness Prevention Program to develop, implement and educate all employees about safety and health policies, procedures and other issues.

A Safety Coordinator will be designated for the Airport, and is responsible for reviewing safety training compliance, conducting safety meetings and inspecting the facilities. The Safety Coordinator is responsible for inspecting the entire facilities and completing a Hazard Evaluation and Abatement Checklist annually.

All **SP+** supervisors and management personnel are trained on proper response procedures and appropriate techniques for assisting an injured or seriously ill person. A safety checklist is utilized, requiring the supervisor and new employee to review specific safety issues that apply to the Airport and check off the items reviewed for verification. In addition to programs aimed at preventing hazards, all **SP+** employees are trained on the proper techniques and procedures for responding to emergency situations.

The sections below cover general procedures for emergencies at ABIA as required by **SP+**. In addition to these procedures, our local staff at ABIA will create and adhere to a detailed Emergency Procedures Manual designed for any situation that may occur at our ABIA operations.

A. Automobile and Personal Injury Accidents

SP+ requires local personnel to maintain an active role in loss prevention and claims control. A guideline for active claims management consists of the following steps:

1. Pinpoint the Scope of any injury or damage

At the time of filing any claim, the **SP+** employee involved should try to get the claimant to be specific as to the injury or damage so that problems (medical or mechanical) not related to the injury or damage can be eliminated. Problems may "balloon" due to a general injury or damage description.

2. Immediate Accident Investigation

Immediate and thorough investigation is imperative to manage safety risk and determine legitimacy of claims. Witnesses, type of injury or damage sustained, conditions, etc. can only be obtained immediately following the incident. Remember, in filing a claim you can never supply too much information.

3. Questionable Claims

Once a claim form is completed, questionable claims, circumstances, etc. should be included with the claim form. This notification allows the ability to identify "repeat filers" (employees/patrons who have frequent injuries or reoccurrence of the same injury/damage) and exaggerated claims of damage and/or injury. Such defense aids greatly in the defense of such claims and has a very definite impact on the expense and cost control of claims.

4. Failure to File a Report of Damage/Injury

Any medical bills for injury to an employee/patron who have not filed an injury report should not be paid. Any repair bills for damage should not be paid under any circumstances

In either case, if such bills are presented they must be forwarded to your regional Special Risk Services representative. Please note that under no circumstances are claims to be processed and paid in the field. Even if a claim has been filed and approved your regional Special Risk Services representative must process the claim.

5. Outside Activities Effect in Injuries (Workers' Compensation)

When possible, background data on injured employees should be noted on the claim form. In certain instances an employee's "on-the-job" injury may be a result of or prolonged by their off-duty activities.

Automobile Claims

Automobile claims consist of bodily injury and/or damage to a third party from the operation of an **SP+** vehicle. Additionally, it applies to damage to an **SP+** owned or leased vehicle. These claims do not involve damage to a customer's vehicle or theft of personal property from a customer's vehicle.

Procedure:

1. Complete the Accident or Theft Report form with the customer. Be sure to list the 5-digit location number on the form.
2. Immediately fax all Automobile claims to ESIS.
3. Send one copy of the form to your regional Special Risk Services representative.
4. Keep one copy of the form for your records.

Property Damage Claims

Garagekeeper's Liability Claims consist of 1) damage to a customer's vehicle, 2) loss of or damage to customer's property or 3) vehicle theft or theft of personal property from a customer's vehicle.

Procedure

1. Complete the Accident or Theft Report form with the customer. Be sure to list the 5-digit location number on the form.
2. Immediately fax all Garage Liability claims to ESIS.
3. For claims that are recommended for denial, forward report listing reason for denial to your regional Special Risk Services representative.
4. For claims that are recommended for approval:

   For claims under $1,000:

   a) Fax the original Accident or Theft Report form to your regional Special Risk Services representative

   b) The regional Special Risk Services representative will contact the claimant and request two estimates.

   c) The regional Special Risk Services representative will pay the lower of the two estimates.

   For claims over $1,000:

   a) Fax the original Accident or Theft Report form to the ESIS.

b) Send one copy of the Accident or Theft Report to your regional Special Risk Services representative.

c) Keep one copy of the Accident or Theft Report for your records.

Damaged, Stolen and Vandalized Vehicles

As a supplement to the facility security provided by the Airport Police Department, all **SP+** personnel will be trained on crime prevention techniques and safety procedures to help protect the safety and property of customers and employees. As part of daily facility inspections and maintenance and license plate inventory procedures, **SP+** employees will be responsible for identifying and reporting suspicious activity within the parking facilities to include damage, theft or vandalism of vehicles.

SP+ will immediately inform the Airport staff and Airport Police followed by a written report within twenty-four (24) hours, of any report, discovery, or investigation of any theft, fire, or significant damage to Airport or private property to include customer vehicles. The written report shall include a description of the theft or damage, the amount of theft or damage as best can be determined and the action **SP+** has taken or intends to take.

SP+ personnel are trained to respond professionally to address customer needs and expedite the claim process. When theft or damage is discovered prior to the customer's return, **SP+** employees make every effort possible to contact the owner immediately and protect their vehicle until their return. If the vehicle is inoperable, **SP+** will provide assistance with arranging automotive service or alternative transportation.

The **SP+** manager or supervisor is required to complete an "Accident or Theft Report" for every claim to be forwarded to our insurance carrier (ESIS) and the Special Risk Services representative assigned to the location. One copy of the report is given to the customer and a second is filed at the Airport. The regional Special Risk Services representative will then contact the claimant directly and follow up on claim handling process.

Personal Injury Claims

Garage Liability (a.k.a. General Liability) Claims consist of bodily and/or property damage to a third party. They do not involve damage to a customer's vehicle or theft of personal property from a customer's vehicle.

Procedure

1. Complete the Accident or Theft Report form with the customer. Be sure to list the 5-digit location number on the form.
2. Immediately fax all Garage Liability claims to ESIS Claims Management.
3. Send one copy of the form to your regional Special Risk Services representative.
4. Keep one copy of the form for your records.

Worker's Compensation Claims

When the supervisor becomes aware of an occupational accident or disease, it is their responsibility to investigate the circumstances of the alleged occupational accident or disease and assist the claimant in completing and filing his/her claim for benefits. Always offer assistance to the injured worker in obtaining medical attention even when the condition appears trivial.

Procedure

1. Complete the Workers Comp First Report of Injury form with the employee. Be sure to list the 5-digit location number on the form.
2. Immediately fax all Workers' Compensation claims to ESIS.
3. Send one copy of the form to your regional Special Risk Services representative.

4. Keep one copy of the form for your records.
5. An entry must be made in the Log of Occupational Injuries and Illnesses – OSHA 300.

B. ROBBERY AND THEFT

All employees are trained to react as follows in the event of a robbery:

- Remain calm and comply with the robber's demands
- Memorize as many details about the robbery as possible, including physical features, clothing and jewelry
- Identify the possibility of an accomplice
- Note the direction of the robber's escape and details of the vehicle used
- Note items or areas where fingerprints might be found and keep people away
- Notify management immediately as soon as safely possible
- Give the manager your name, location and details of the robbery
- The manager will notify the police
- Write down details of the robbery as soon as possible

Employee Theft

Employees are held accountable for all receipts collected by them and for errors on the collection of parking tickets or missing parking tickets. **SP+** will exercise its right as detailed in the Company Regulations and Disciplinary Policy to summarily dismiss employees for stealing, misrepresentation of collections and receipts and for unsatisfactorily explained repeated errors in parking ticket and collections. **SP+** will verbally notify the Airport staff and Police immediately of any lost, stolen or unaccounted for gross receipts, followed by a written notice within twenty-four (24) hours. **SP+** will use its own funds to replace any lost, stolen or unaccounted for gross receipts within twenty-four (24) hours of discovery.

SP+'s policy requires the facility manager to notify the Corporate Security Department and the Regional Manager within twenty-four (24) hours of any thefts totaling $50 or more. The manager is also required to complete a "Robbery and Theft Report" and send copies to the Corporate Support and Regional offices. Supplemental reports must also be completed and forwarded to report any follow-up information or conclusions.

In addition to the stringent auditing and control procedures described, **SP+** utilizes additional procedures to deter and identify employee theft. Those procedures include Surprise Cash Counts, Fraud Hotline, Lost Ticket Follow-up Calls and Mystery Shopper Program.

Surprise Cash Counts

Supervisors are required to perform a random Surprise Cash Count on a minimum of one cashier per day. Without prior notice, the supervisor enters a cashier booth during the shift, temporarily shuts down the lane and completes a surprise cash count. Supervisor takes a sub-total report on the cashier terminal and counts all money in the cashier drawer (in the presence of the cashier). The supervisor records totals on a surprise cash count form and compares sub-total with cash in drawer plus skims minus starting bank. Any serious discrepancies are reported immediately to the Facility Manager for follow-up disciplinary action. Total cash in drawer is also checked to ensure cashier is in compliance with skimming requirements. Disciplinary action will also be taken for an excessive amount of cash in drawer.

Fraud Hotline

All **SP+** locations are required to post our Fraud Hotline telephone number and instructions for reporting improper of suspicious activity. The caller's identity is held in strict confidence. Fraud Hotline calls received by our Corporate Security Department are investigated jointly with cooperation between Corporate Security and Regional Operations.

Lost Ticket Fraud

Local management is required to audit/review each lost ticket to ensure all required information is recorded properly. Additionally, management is required to call telephone numbers recorded on a random sampling of lost tickets as a follow-up customer survey. Management may target a specific cashier if he or she is accepting a high number of lost tickets.

C. FUEL SPILLS

SP+ supervisory and management personnel are trained to respond as follows whenever fuel spills or a vehicle leaking gas or oil is detected:

1. Block off area with cones or barriers to prevent others from parking nearby
2. Attempt to catch any leaking fuel in a bucket or other container
3. Put down compound to soak up the fuel and prevent customers from slipping
4. Prevent anyone from smoking in the area
5. Notify the manager on duty
6. Manager on duty will notify the Airport

D. FIRE

SP+ supervisory and management personnel are trained to respond as follows whenever fire or smoke is detected:

1. Dial 911 or call Fire Department immediately
2. If needed, evacuate all personnel and customers from the area
3. Notify the manager on duty
4. Manager on duty will then notify the Airport
5. Block all entrance lanes into the facility with cones or barriers
6. Post employee at the entrance as emergency vehicles must be able to gain access when they arrive
7. Open the exit lanes, if necessary, to allow for the easiest evacuation possible
8. Use a fire extinguisher if practical, but never put yourself or others in danger
9. Have someone meet the emergency vehicles to provide necessary information

Fire Extinguishers

The parking facilities are equipped with fire extinguishers. Every fire extinguisher is checked annually by an Authorized agent and charged as needed.

Receipt of Bomb Threat

SP+ supervisory personnel will report any bomb threat received at the location or the identification of any suspicious packages to the appropriate Airport personnel.

E. POWER FAILURE

All **SP+** supervisors and management personnel are trained on the proper procedures for handling customer transactions "manually" in the event of a power failure or serious malfunction of parking control equipment. Emphasis is placed on customer service and revenue integrity. Please see

G. Revenue Control System Failure later in this section for procedures to follow to protect revenue integrity.

F. CUSTOMER DELAYS IN EXITING

If a severe back up occurs at the exit plaza causing customers to wait an excessive period of time (15 minutes or longer) in line to exit (even though all booths are open), **SP+** personnel may request authorization from the Airport to purge the lines. With prior approval from the Airport, **SP+** would allow vehicles to exit at a flat fee (as determined by the Airport) until congestion is alleviated. Barrier gates would be raised and tickets and fees collected and reported in the same manner as manual transactions.

G. REVENUE CONTROL SYSTEM FAILURE

In the event of revenue control system failure, tickets will be hand-read and processed manually. Hand-reading tickets should only take place under the following conditions:

1. Complete power outage or system failure in an area.
2. Complete power outage or system failure in a lane resulting in excessive customer wait times.
3. Authorized by the AGM of Shift Operations or Senior Manager on duty.

The following persons must be notified in case the hand-reading ticket process is implemented:

A. AGM of Shift Operations must be notified by the Senior Manager on duty.

B. The **SP+** General Manager and the Airport must be notified by the AGM of Shift Operations or designee.

C. AMANO McGann, City Maintenance (if necessary), Security Courtesy Officers and Landside Operations must be notified by the Senior Manager or Operations Manager.

D. The audit and bookkeeping departments will be notified via email as well as the daily operations log.

Cashiering Procedures

The Operations Manager or Lead Manager will oversee the hand-reading ticket process. The Operations Manager/Lead Manager is responsible for assigning tasks to various **SP+** personnel during the hand-reading ticket process. All available personnel should report to the impacted area immediately for task assignment; including management, clerical employees, Security Courtesy Officers, available cashiers and available DOA employees.

Each cashiered booth should be equipped with an emergency hand-reading ticket kit. This kit includes receipt books, paper clips, pens, counterfeit detection pen, notepad, manual embossing credit card machine with slips, Hypercom machine, flash light, calculator, rubber bands and a quick reference parking fee sheet.

Each lane should consist of 3 employees: one employee to hand-read the ticket, one cashier to collect revenue and one manager to hand write receipts and collect tickets. (As demand dictates, the number of employees per lane may be adjusted).

The following steps must be followed during the hand-reading ticket process:

1. Lanes being used for exiting should be identified by the Operations Manager.

2. The Operations Manager will ensure the gate arms of the exiting lanes in use are in the upright position. If they are unable to raise the gate, they will physically remove the gate arm.
3. The cashier collecting revenue will lock all revenues collected in their booth safe and be issued a new operating bank.
4. The Hypercom credit card machine will be removed from the emergency kit to facilitate processing credit card transactions.
5. A manual credit card embossing machine will be used in the event that there is a power failure.
6. Security Courtesy Officers will assist in directing customers to the designated lanes for exiting.
7. All exit lanes not in use should be blocked using parking cones.
8. For each lane in use, the employee assigned to hand read tickets will collect the parking ticket from each customer one at a time.
9. The employee will then manually calculate the fee of the parking ticket based on the current exit time and entry time and date pre-printed on the ticket.
10. The employee should also document the following information on each ticket: the license plate of the exiting vehicle, the date/ time of exit, the fee, the lane used for exit and their name for identification purposes.
11. The ticket will be returned to the customer to proceed to the cashier for fee collection.
12. The cashier will collect the revenue from each customer as they proceed through the exit lane.
13. In cases of credit card usage with power, the cashier will:
    a. Swipe the magnetic strip of the credit card using the Hypercom machine.
    b. They will then enter the fee amount.
    c. When the machine displays “approval code” the cashier will enter the expiration date printed on the credit card.
    d. The Hypercom will print a receipt. The cashier must have the customer sign and return the receipt
    e. The Hypercom will display “print 2nd receipt”, the cashier should press enter
    f. The cashier will then process the transaction via the CT as cash.
    g. The cashier will give the customer the second Hypercom receipt and the CT printed receipt as proof of payment.
    h. They will then paper clip the ticket and the Hypercom receipt together and the manager will enter the transaction in their receipt book for reconciliation purposes.
14. In cases of credit card usage without power the cashier will:
    a. Manually emboss the customer’s credit card for the fee amount written on the ticket. The card embossment must clearly display the customer’s name, credit card number and expiration date. If the information is not legible the cashier must hand write the information on the slip.
    b. The cashier must document the exit date, vehicle license plate, exit lane number and fee on the manual credit card slip.
    c. All receipts must be signed by the customer

d. Once the customer signs the receipt the cashier will give him the top copy of the of the manual credit card slip.

e. The cashier will retain the manual receipt and give the ticket to the manager so that he or she can issue the customer a handwritten receipt as proof of payment.

15. In cases of cash payments without power, the cashier will:

a. Collect the fee from the customer.

b. The cashier will return any change due the customer.

c. The cashier will then give the ticket to the manager so that the manager can issue the customer a receipt for proof of payment.

The manager will be responsible for collection of all tickets after each transaction during power outages.

Revenue Reconciliation

Once the system has been restored to full functionality and customers are exiting under normal operations, the following steps must be taken for revenue reconciliation.

Note: Each lane should be transitioned one at a time to have little impact on the exiting of customers.

1. The cashier must separate their operating bank and the fees collected.
2. The bank is then collected by a member of management to be returned to the operating funds.
3. The manager responsible for collecting the tickets for that lane will tally the fees collected based on the fee amounts written on the tickets.
4. With the cashier present, the manager will balance the credit card slips and currency from the cashier to the fee amounts of the tickets.
5. If the revenue collected and the ticket totals match, a cash pickup will be done on the currency. The white copy will be returned to the cashier and the yellow copy will be submitted to bookkeeping with the cash pickup.
6. In case of cash shortage, the cashier will be responsible for any loss of revenue at time of balancing. It should be documented in accordance with our cash shortage policy.
7. In case of overage, the manager to verify his balancing process to confirm overage and document the incident in accordance with the cash overage policy.
8. One mutilated transaction will be processed through the exit lane for the amount of the revenue collected and reconciled through the balancing process.
9. The transaction will be validated as a cash transaction to ensure the revenue is captured in the revenue control system.
10. A cash receipt will be printed and attached to the signed credit card slips and pickup slip.
11. The Operations Manager will submit all credit card slips to the Audit Manager to process via the Special Collections Module.

Reports

After all lanes have been reconciled, the following reports will be prepared by the AGM of Shift Operations or the Senior Manager on duty:

1. Detailed report of the incident including affected areas, time of incident, duration of incident, number of persons dispatched, persons notified and when, number of vehicles processed, amount of revenue collected and amount of uncollected revenue (if any).

2. Lane report including names of each person involved in the hand-reading ticket process from beginning to end. A copy of this report should be forwarded to the audit department for proper documentation.

3. License Plate vehicle report listing the license plate numbers of all vehicles that exited during the hand-reading ticket process as well as the exit areas.

7. REPORTS

Submit a sample of your most recent operating reports issued to the comparable Airport in the current year including a brief description of each report. Explain procedures for reconciliation and adjustments. (Section 0500, Scope of Work, Item 5.13)

The accurate and transparent reporting of all revenue and expenses incurred during the month is a key obligation **SP+** has to each of its valued clients. We strongly believe that first and foremost a detailed budget must be prepared as a roadmap to each fiscal year. While we understand a budget is sometimes a challenging exercise, often combining "art" and "science", it is important that all stakeholders understand the budget assumptions and steps are proactively taken to ensure overall budget compliance. Our General Manager, John White, will work in conjunction with his regional manager and the Cleveland Airport support office to prepare the annual budget with line item year-over-year explanations for any variance greater than 3%.

Attached for ABIA's review is a recent operating statement from Cincinnati/Northern Kentucky Airport, where **SP+** also manages the parking, shuttle and valet operation. The report and supporting documents, attached as **Exhibit 3**, provide the Airport with an example template used at many airports. **SP+** will work closely with ABIA to comply with its desired design and content. Following is a brief explanation of the enclosed reports:

- ***Operating Statement*** – an overview of all revenue and expenses segregated by category

- ***General Journal*** – a detailed itemization of all revenue and expenses, with specific vendor name, invoice number, check amount, date of check, etc.

- ***Revenue Summary*** – a segregation of revenue by day and category type

- **Labor Analysis Report** – a summary of all payroll charges, segregated by employee, hours worked and earnings broken down by pay type (regular hours, vacation, sick days, etc.)

- Invoice Copies – **SP+** will provide a copy of each invoice, in accordance with the General Journal, for all expenses incurred throughout the month.

8. VEHICLE MAINTENANCE PROCEDURES

Provide a detailed description of proposed bus preventive maintenance schedules and corresponding staffing for all shuttle bus facilities and equipment maintenance. This shall include, at a minimum:

A. VEHICLE PREVENTIVE MAINTENANCE AND REPAIR SERVICES PROCEDURES

To assure highest quality fleet management and maintenance services, **SP+**, through its dedicated vehicle maintenance division, **SP+ Fleet Services**, will engage and will work in close concert with high quality, full service, local vehicle maintenance providers. **SP+ Fleet Services**' philosophy of vehicle maintenance promotes vehicle availability for service and reliability while in service. Our emphasis is on strict adherence to the OEM preventive maintenance schedules, ongoing technician training and development and adjusting our program as vehicles age and operational conditions change to minimize downtime and in-service failures. **SP+ Fleet Services** will establish all requisite preventive maintenance programs consistent with OEM standards and will actively schedule, monitor and report all maintenance activities.

Preventive maintenance and repair maintenance of all vehicles in the ABIA fleet will be performed by expertly trained and certified technicians in a highly professional manner in accordance with all applicable laws and regulations, OEM requirements, **SP+ Fleet Services** standards and any ABIA specifications. Major components of our fleet maintenance process include:

1. Maintenance staffing and supervision necessary to maintain the ABIA fleet in a highly professional manner
2. Use of extensive technical training programs and active support of related ASE certifications for technicians
3. Systematic preventive maintenance ("PMI") procedures and emergency road service and repair
4. Automated shop management systems to schedule work orders, track PMIs and monitor fleet performance
5. Ability to leverage national fleet discount programs for parts and tires, including a highly efficient parts inventory management process and manufacturer's warranty claim process where applicable

SP+ Fleet Services will provide/monitor:

- Vehicle specifications and procurement
- Titling, registration and licensing
- FMCSA annual inspections (discussed below)
- Periodic Preventive Maintenance Inspections
- Corrective maintenance
- Component initiatives (e.g., pre-season air-conditioning readiness)
- Campaigns for fleet-wide upgrades
- Tire management
- Lubricant analysis
- Body damage repairs

- Graphics and image maintenance
- Major component repairs and replacements
- Road services and towing
- Warranty repairs and administration
- DOT vehicle compliance
- Key Performance Indicators (KPIs)
- Recordkeeping / Maintenance Management System (MMS)

SP+ Fleet Services realizes that the readiness and reliability of the fleet is essential to providing seamless quality service. Systematic, detailed PMIs are crucial to prolonging the useful life of vehicles, reducing operational issues and controlling maintenance costs. Thus, a well-planned, well-executed PMI Program forms the core of our entire maintenance plan.

Objectives

- Ensure appropriate numbers of safe, clean, fueled vehicles are available for service
- Perform PMIs at OEM and **SP+ Fleet Services**-prescribed intervals and ensure that any identified defects are repaired in a timely and acceptable fashion
- Perform all stand-alone inspections (ADA, HVAC, etc.) at prescribed intervals
- Reduce road calls through failure analysis and develop programs to address the causes of failures
- Ensure that all bodywork is scheduled for repair within 30 days of discovery/occurrence, and that such repairs are completed in a timely and acceptable fashion
- Ensure that maintenance personnel have all requisite equipment, tools, training and resources
- Focus a majority of maintenance time and resources on scheduled maintenance
- Conduct Quality Control Checks on 20% of PMIs completed each month
- Provide comprehensive fleet performance and maintenance-related reports to management

Resources

Abundant maintenance resources are available to the ABIA On-Site Management Team. **SP+ Fleet Services** possesses a wealth of systems, programs, policies, procedures, vendor lists and other pertinent information which will be utilized in the ABIA project. Such resources include, but certainly are not limited to the MMS, PMI programs, inspection programs, fluid testing programs, parts sourcing, third party vendors (body shop, towing, graphics, etc.) and human resources, legal, environmental, risk management and labor relations assistance.

Maintenance System

Maintenance Procedures

The following procedures and policies have been established in accordance with and in consideration of the requirements of our client, original equipment manufacturers and regulatory agencies to ensure that our vehicles are maintained to the highest level of reliability. **SP+ Fleet Services** recognizes that maintenance procedures need to be revised as vehicles age and are replaced with newer models, and that specific requirements will vary depending on vehicle specifications.

Preventive Maintenance Inspection Schedule

SP+ Fleet Services will establish a procedure for scheduling PMIs. This maintenance function is the most important element of our maintenance program. A properly designed PMI Program enhances a vehicle's reliability and prolongs its useful life. The Base PMI Program incorporates three distinct components:

- **SP+ Fleet Services** minimum standards, regardless of fleet type and makeup
- Fleet-specific inspection requirements, based on OEM recommendations
- Contractual/client-specified inspection requirements and other items as identified through operational experience

The Base PMI Program details the preventive maintenance to be performed and will be reviewed annually for modifications based upon the needs of the vehicles as they age. Fluid and filter change intervals will be based on OEM recommendations and local operating experience.

Additional PMI Programs/initiatives will include, at a minimum:

- Lubrication analysis program(s)
- Stand-alone heating, ventilation and air-conditioning (HVAC) inspection(s)
- Stand-alone ADA/wheelchair lift/ramp inspection(s)
- Targeted brake inspections
- Tire management

Fluid Analysis Program

Our standards mandate a periodic Fluid Analysis Program for all shuttle bus maintenance operations. The Fluid Analysis Program provides a method of monitoring the condition of major powertrain components. A properly managed fluid analysis program supplies vital information to help detect wear and prevent catastrophic failures.

Fluid samples will be taken at periodic intervals based upon component manufacturer recommendations, contractual requirements and/or operational considerations (age of fleet, maintenance experience, etc.). All samples must be shipped to the laboratory within three days of being taken. Analysis test results will be reviewed and corrective action, if necessary, will be taken based on laboratory report recommendations. All analysis records will be properly documented and stored with the vehicle history file.

HVAC System

The air conditioning system requires a dedicated PMI schedule that will be created based upon OEM recommendations, contractual requirements and/or operational considerations. Annually, **SP+ Fleet Services** will implement its HVAC Readiness Program to ensure that all air conditioning systems are prepared for seasonal requirements. No vehicle will be placed in service with an inoperative HVAC system, and no vehicle will remain in service after experiencing an HVAC system failure.

Wheelchair Ramp / Lift

Our maintenance plan places particular emphasis on the care of wheelchair ramp/lift systems. Wheelchair ramp/lift systems likewise will have a dedicated PMI schedule in accordance with OEM recommendations, contractual guidelines and/or regulatory requirements.

Brakes

All vehicles must meet or exceed federal and state standards for braking efficiency. Testing will be performed at the following intervals:

- Every 12 months or 24,000 miles (as part of the PMI), whichever occurs first
- After any brake system work
- Upon receipt of any Driver Vehicle Inspection Report (DVIR) brake-related complaint
- Before a vehicle is returned to service after being out-of-service for 30 days or longer

All testing will be recorded on the Brake, Wheel and Tire Inspection Form. All Technicians performing brake-related work/repairs will have a current Brake Inspector Certification Form on file, as required by Federal Motor Carrier Safety Administration (FMCSA) Regulation 396.25.

Corrective / Unscheduled Maintenance

Vehicles receive corrective maintenance as a result of DVIRs, road calls/breakdowns, Quality Control Audits, PMI procedures or other defect notification processes. Reported defects are prioritized, repair orders are created and the vehicles are scheduled for repair accordingly. All repairs and scheduled work are recorded in the MMS and on the Daily Shop Work Log. All corrective maintenance performed on contract vehicles is recorded chronologically in each vehicle's history file.

Tire Management

Tires are one of the most safety-critical components of a vehicle and as such require special consideration for inspection, maintenance and replacement. Minimally, the following criteria are to be enforced:

- No vehicle is to enter service or be allowed to continue in service with tread depth readings of less than 4/32" on steer tires and 2/32" on drive tires
- Recap tires are permitted for use on drive axle tire, unless prohibited by the operating contract. Recap tires are NEVER permitted on steer axle tires.
- A ribbed tread design is to be used for all axles; an aggressive pattern may be used if operating or geographic conditions warrant. Lug tires are not to be used.
- Tires are to be visually inspected before each and every scheduled run for signs of sidewall damage, irregular wear patterns, missing valve caps, and low inflation
- Tire inflation pressure and tread depth are to be checked, recorded, and corrected if necessary at each PMI interval, or more often if warranted by operating conditions. Tires are to be maintained with a goal of evenly matched inflation pressures and tread depths as much as possible (see below).

Our Tire Management Program includes the following specific criteria:

- Inflation pressure
  - Tires are to be checked cold, before being driven even for a short distance. Ideally, they should be checked early morning before first scheduled runs
  - Tire inflation pressures should be kept within + or – 10% of recommended pressure for all tires on the vehicle at all times
- Valve Caps
  - Must be present and tightly fastened at all times
  - Only metal caps with rubber seals to be used

- Tread depth
  - Tire tread depth MUST meet all statutory and contractual requirements AT ALL TIMES
  - Tire tread depth should be managed to achieve matched heights on steering axles
  - Tire tread depth should be managed to achieve matched heights on drive axles, and particularly between sets of dual axle tires

Breakdowns and Road Calls

Our goal is to never have a vehicle fail while engaged in service. However, we know that despite our best efforts, such situations occasionally occur. When a vehicle experiences a failure in service, we have established specific procedures to minimize resulting service disruption and potential passenger inconvenience. Vehicle drivers will immediately contact their Supervisor/Dispatcher to coordinate passenger retrieval and vehicle handling. Depending on the exact nature of the failure and circumstances, the vehicle may be repaired at the scene, towed back to our facility, or towed directly to one of our maintenance vendors' facility.

B. VEHICLE INTERIOR AND EXTERIOR CLEANING

Water recovery is required and process on-site must be reviewed by DOA environmental office.

Keeping ABIA's fleet clean is a vital part of our service. While pressure washing and power scrubbing can be a way for oil, fuel, cleaning chemicals and other pollutants to enter the water supply, we will take all actions necessary to assure that bus washing is performed so as to recycle waste water to protect the environment in full compliance with the Clean Water Act of 1977 and will insure that the plan is approved by the Department of Aviation's office prior to implementation.

- Third party cleaners (Utility Personnel) to be fully trained and equipped in all cleaning policies and procedures
- Vehicles to be cleaned so as not to impact operations
- Transportation Manager to prepare fleet utilization schedule; cleaning to be performed only when vehicles are "Out-of-Service"
- Interior of each vehicle to be cleaned daily
  - Sweeping
  - Dusting
  - Mopping
- Exterior of each vehicle to be washed at least weekly; Utility Personnel to coordinate with Transportation Manager re: scheduling of exterior washes, Wash Log to be maintained by Maintenance

C. MAINTENANCE REPORTS AND RELATED STATISTICS

Vehicle maintenance and performance data to be reported, how frequently these reports are compiled, and the forms to be maintained for maintenance records.

Driver Vehicle Inspection Report

Pre-Trip and Post-Trip Inspections are regulatory requirements for all commercial vehicles and are performed daily. **SP+ Fleet Services** has developed a standardized procedure that meets these requirements utilizing the Zonar system.

Zonar, among other functions, is an electronic system for recording, communicating and storing the Driver Vehicle Inspection Report. Zonar is not a substitute for the statutory requirements of a DVIR program; rather, it simply removes the paperwork element from the process. By removing paper forms, Zonar allows for more efficient communication of the information from the DVIR process to our management staff. Instead of personnel having to retrieve, sort, review and store dozens of reports daily, maintenance will be able to focus their complete attention on the defects cited by the drivers. Additionally, Zonar allows our management personnel to audit the DVIR process to ensure that drivers are carrying out their responsibilities as required.

A driver inspects the vehicle in the same manner and to the same standards as he/she would in a paper-based reporting system. However, once the inspection is recorded in Zonar, inspection results are transmitted wirelessly and are immediately available to be accessed. As part of their daily routine, management personnel are able to review reports which present any inspections that cited a defect. In the case of minor or non-safety related defects, the bus may be scheduled for repair at the most efficient time. In the case of safety critical defects, Zonar will alert key management personnel via e-mail so that immediate action can be taken to ensure that the vehicle is not dispatched.

Once a repair of a DVIR defect has been completed, management personnel will "sign-off" in Zonar that the repair has been performed. The next time the bus is inspected by a driver, Zonar will present the defects noted during the prior inspection and the reviewing driver will be required to "sign-off" that the defects have been repaired to his/her satisfaction.

Vehicle Out-of-Service Reporting

SP+ Fleet Services has developed a standardized procedure for determining out-of-service vehicles each morning and afternoon, and accounting for all fleet vehicles whether at our lot or our vendors' facilities. Vehicles unavailable for service or waiting for maintenance will be placed in a designated "Out-of-Service" area or identified with "Out-of-Service" signage. Vehicles are not to be used until released for service by the Transportation Manager or other authorized management personnel.

A Vehicle Service Status Report will be provided to appropriate personnel at least once daily. This Report will list all Out-of-Service vehicles, including any vehicles located off-site, and will also provide details regarding the nature of the problem with those vehicles and an ETA for return to service. Any vehicle listed as Out-of-Service must have an open repair order reflecting the required work. Documenting and updating vehicle status changes will be the responsibility of the Site Manager or designee.

Vehicle Fleet Control / Accountability

To account for every vehicle in the fleet, the Transportation Manager or designee will verify the location and status of every vehicle at least once daily. For vehicles located off-site at vendors' facilities, the vendors will be contacted to confirm the relevant vehicles' locations and estimated return dates. If a vehicle cannot be accounted for at any time, the Site Manager must be notified immediately. If the vehicle cannot subsequently be located, the appropriate law enforcement agency will be notified.

Body and Appearance

SP+ Fleet Services recognizes that the vehicles in the fleet represent the first and last interface many customers will have with the Airport and its facilities; and quite often the only interface customers will have with our Company. As such, we take extraordinary steps to ensure that the entire fleet presents a professional and attractive appearance at all times. Our inspection processes – Pre-Trip and Post-Trip Inspections, daily and weekly fluids and safety checks, scheduled PMIs, and our random inspections – all include a component for vehicle bodywork and graphics appearance. Our Managers and Supervisors routinely perform walk-around visual observations of vehicles in service, checking closely for signs of wear and tear, body damage and overall cleanliness. We have zero tolerance for graffiti and other vandalism; no

vehicles will be operated in service once such defects are reported or discovered. Defects discovered through any of the aforementioned inspections will be promptly scheduled for repair.

Document and Data Control

General

The integrity of maintenance records and data is of vital importance to **SP+ Fleet Services**. Applicable maintenance records and documents will be controlled as defined in the following sections.

Vehicle History Files / Records

Full vehicle maintenance history records will be maintained for all vehicles in accordance with FMCSA regulations in manila or brown folders. Each Vehicle History File jacket will contain individual colored folders labeled in the following order:

- Vehicle number, make, model year, VIN, engine type, transmission type and tire size (listed separately on a Data Sheet attached inside front cover of jacket)
- Record of PMIs performed with date and mileage (green folder), along with any associated repair orders
- Repair orders associated with DVIR Pre-Trip and Post-Trip Inspection defects (yellow folder) including any other repairs performed while engaged in correcting these defects
- Repair orders completed on all other work, including outside repairs and warranties (orange folder)
- Copies of lubrication analysis reports (blue folder)

Items not listed above will be filed chronologically behind the blue folder. Hard copies of all vehicle records will be maintained in chronological order, with the most recent in front. Additionally, historical data will be maintained electronically in RTA.

Vehicle history will be maintained in an active 12-month rolling file. Removed files will be archived and maintained for the life of the vehicle plus 3 years from date of removal from service. However, contractual requirements may require a longer retention time.

Warranty Administration Processes and Procedures

All warranty activity will be tracked through the MMS system. At the time a vehicle is brought in for repair work, applicable warranty parameters will be reviewed to determine if the work is classified as a warranty repair. In the event that the warranty status cannot be determined, the repair will be processed through the warranty program. The Manager will determine the appropriate status of the repair/claim in question before the repair order is closed in MMS. After the repair order is completed, it will be used to support the warranty claim.

All part(s) used for warranty claims will be properly cleaned. A tag identifying the vehicle number, mileage, description of the failure and date of failure will be attached. After the warranty forms are complete and MMS is updated, the part(s) and associated claim will be sent to the OEM or vendor for processing (if necessary). The Manager will review the Warranty Control Log every month to ensure that all outstanding or pending claims are being reconciled appropriately and within the time allotted. In the event there is a claim that needs to be reconciled, the Transportation Manager will contact the OEM or vendor to resolve the issue or pending claim. When the OEM or vendor has processed the claim and warranty funds have been received, the MMS work order and/or Warranty Control Log will be updated.

Service Warranties

For all warranty repairs, a repair order is to be opened in the MMS prior to sending the vehicle for repair. Upon return of the vehicle, information regarding the repair(s), including serial numbers for any replaced

major components, will be updated in the Vehicle History File and the MMS. A Return-to-Service Quality Control inspection is to be performed on all completed outside repairs before releasing any vehicle back into service.

All warranty information is to be entered into the vehicle warranty module in the MMS for the specific vehicle. The length of time and parts covered can be obtained from the service provider. Processing service warranty claims will follow the same process as the OEM and parts warranty procedures.

Ron Turley Associates Maintenance Software (RTA)

A crucial tool that **SP+ Fleet Services** utilizes to protect its fleets is the automated maintenance software, RTA. Our fleet maintenance plan, described herein, is the foundation for maintaining the ABIA fleet. In order to track our maintenance plan, we rely on RTA, the most comprehensive fleet management system available. RTA provides a platform to track each vehicle by electronically preserving all data regarding that vehicle's maintenance history. Further, it tracks and schedules all preventive maintenance work for the fleet as it keeps tabs on all warranty work. The data captured in the software helps us maintain a high level of efficiency in data manipulation and fleet awareness.

9. RECOMMENDED CHANGES, IMPROVEMENTS, AND INNOVATIONS

The Proposer shall suggest innovations or changes to the current operation as describe in Section 0500, Scope of Work, Item 5.0, Current Parking Facilities, Control System, and Operations. This may include any aspect, such as operating procedures, Facilities, revenue control systems, equipment, valet, security services, and shuttle bus operations. Any such recommended change, improvement, and/or innovation should be reflected in the proposed Operating Budget, and noted as a recommendation.

Leaner, More efficient Staffing…As discussed in Section D, subsection e, **SP+** has made several recommendations that we are confident will enhance the net profit and customer satisfaction with the parking operation. These items include a leaner, more efficient staffing that results in over $655,000 of annual savings in base labor expense alone. These savings have been incorporated into the staffing charts and proposed budgets contained in this proposal.

New Proposed Advance Booking and Reservations… As discussed previously in this section, **SP+** proposes to develop a customized reserved parking option utilizing the Click and Park™ reservation platform. This new service will allow ABIA travelers searching for parking options to secure parking any time prior to arriving at the Airport. With the high occupancy of each parking lot, removing the stress due to the uncertainty of a parking space, much less close and convenient, bodes well for customer acceptance of this premium program. ***SP+ has identified close-in, convenient spaces for designated Premium Parking in each of the parking facilities and will absorb all costs associated with webpage development, its ongoing maintenance and signage promoting this new service***. **SP+** has introduced and managed more reservation programs at more airports than any other parking operator with meaningful financial results. For example, DIA routinely averages more than 400 daily reservations that generated in excess of $309,000 in additional income for the Airport in FY15

New Remote Car Wash Service…**SP+** has also proposed new amenities in the above-referenced section, including a remote car wash service through BuyMyWash.com (BMW). BuyMyWash.com would expand to both self-park and valet customers the opportunity to return to a clean car. The Airport would receive ten percent (10%) of the car wash monthly sales. As BMW uses less than 10 ounces of water per service, the cost of the Airport to provide the water source is immaterial. Signage similar to below, along with advertising on the Airport's parking website is recommended to market the service.

New Dry Cleaning Service…Another amenity discussed in Section D, subsection e, is a proposed new dry cleaning service. **SP+** would endeavor to negotiate that ten percent (10%) of the monthly sales are also returned to ABIA, similar to our existing sole dry cleaning contract at SFO. We estimate a small budget of approximately $5,000 for lockers is necessary should the Airport move forward with the service.

New Ambassador Service – Lot A…**SP+** has proposed implementing an Ambassador Service in Lot A to enhance customer satisfaction and encourage customers to opt for the higher-priced but more personalized service of Lot A. The Ambassador will be responsible to drive the **SP+** provided electric vehicle throughout the lot and drive patrons from their car to a convenient drop-off point near the garage pedestrian walkway. Ambassadors will also drive customer that have returned to the lot to their vehicle and in both instances offer luggage assistance. Please refer to Section G, question 2, for a more descriptive narrative and photos of the proposed service currently in place at several **SP+** managed airports. While **SP+** will absorb all cost associated with the initial acquisition and ongoing maintenance of the Ambassador vehicle, we have included in our proposed staffing and schedule 16 hours of daily coverage for the service. However, as discussed above, we believe this is a more appropriate use of labor resources and the Airport is still incurring significant overall labor savings through our leaner staffing.

Yield Management / Dynamic Pricing….Through our strategic partnership with Manchester Airport Group (MAG), **SP+** believes a significant opportunity for growing market share and parking revenue exists. The impact of off-airport competition and growing use of transportation network companies like Uber and Lyft require airports to think strategically in the current and fast-changing environment. Dynamic pricing, or to allow for different rate structures based on various occupancies, requires sophisticated tools with dedicated resources. MAG and **SP+** can design, deliver and manage a commercial trading model and marketing plan for ABIA. If the Airport elects to engage MAG, we would shift resources allocated for items within the Marketing Budget to this initiative. Please refer to Section H, Marketing Plan, for a full description of this proposed marketing strategy and its benefits.

Enhanced Search Engine Optimization and Online Strategies…**SP+** and its in-house marketing team are experienced in providing web marketing and support to over 100 parking locations, including several airports. **SP+** has included in its Marketing Plan and budget sufficient funds to enhance the current search engine optimization (SEO) and online strategies used by ABIA in a focused effort to increase market share. A review of the Airport's Parking Guide will also be conducted with specific suggestions for improvement provided. **SP+** will assist ABIA staff proactively target price sensitive customers through coupon and other Cost per Click strategies. Please refer to Section H, Marketing Plan, for a full description of this proposed marketing strategy.

Shuttle Bus Service… In order to assure a seamless transition, and given the limited access **SP+** will have to the shuttle bus system and existing employees, **SP+** will not institute any substantive changes immediately upon takeover. Our service hours are reflected elsewhere in this Proposal and are sufficient to meet all Airport mandates. Likewise, our staffing and management plans and staffing have been developed to assure full-time on-site supervision and control. Immediately upon commencement of operations, we will begin analyzing and assessing all aspects of the transportation operation in order to make all requisite and desired changes and enhancements, will present same to Airport staff, and implement acceptable modifications

10. TRANSITION PLAN

Each Proposer shall submit a detail transition plan describing its proposed methodology for its start-up of operations. The Proposer shall provide a detailed schedule with its key milestones and dates each milestone shall be complete. Show the time required for hiring and training of employees, coordination with uniforms, keys, Airport familiarization, etc.

The transition of parking management at an airport sets the performance bar for the client, airport employees and customers. A smooth transition requires detailed planning to be successful. A successful transition validates the client's choice, demonstrates professionalism to the parking public and conveys to existing parking employees that the new operator is committed to quality and providing a great place to work. **SP+** values the knowledge and experience of current airport parking employees and will make every effort to offer positions to qualified candidates at their current rate of pay. The operational success **SP+** has had in the industry since we opened the first paid airport parking lot at Cleveland Hopkins in 1951 is second to none. We pride ourselves on operating each facility like it is our own. We are dedicated to operational excellence, maximizing the potential of each facility we manage and making the transition of services completely seamless to airport patrons.

SP+ has gained valuable experience transitioning some of the most complex large and medium hub airport parking operations in the United States, including Portland International, Denver International, Kansas City International and Hartsfield-Jackson Atlanta International Airports.

SP+ has developed a comprehensive phased approach to transitioning new airport operations. Our methods involve the assignment of key operating personnel within our Airport Division to critical processes that are specific to their area of focus. No other parking company can assemble a more experienced, knowledgeable team of experts. Jason Finch, **SP+** Senior Vice President – West Airports, will coordinate the selection of transition team members.

SP+ places significant importance in the training and orientation of our employees. Our concentrated team approach to transition will allow us to quickly accomplish critical milestones in the effective and orderly transition of operating responsibilities. We have developed a detailed **project schedule, with key milestones and dates,** which will guide us through the process and is attached to this submission as **Exhibit 4**. Our plan for Austin-Bergstrom International Airport, designed to provide a seamless transition that will go unnoticed by customers, will address the following:

Milestones

Recognizing that each facility is unique, **SP+** approaches transitions on a need-specific basis. Each phase of the transition will be assigned milestone completion dates that are pre-determined to assure smooth transition.

Pre-Transition (45 Days Prior – Start-Up Date)

Transition (The First 90 Days of Operation)

Post Transition (Ongoing Support)

The following shall serve to delineate specific tasks and objectives for each of the transition components.

Phase I, Pre-Transition

While all phases of the transition are important, the major focus will be placed on the pre-transition period, as the 45 days leading up to the actual transition are the most critical. During the pre-transition phase, our team members will work closely with the Airport staff to accomplish a wide array of objectives. Phase 1 pre-transition objectives include the following:

Coordinate Communications with Airport Staff

Establishing and maintaining ongoing communications between lead transition team members and airport staff is paramount for ensuring a smooth transition. The following represents some of the key items requiring communication:

- Provide airport staff with names, titles, roles, schedules and contact information for transition team members
- Introduce key transition team members, including representatives from first-tier subcontractors, to the airport staff
- Establish transition meeting dates and agendas
- Review accounting and reporting procedures and provide airport staff with sample monthly statements and on-line *ClientView* applications
- Execute final operating agreement and submittal of required bonds and insurance certificates
- Review and finalize operating budget including confirmation of staffing plan and wage and benefit packages
- Consult and brief the airport staff on proposed on-site management staff
- Prepare and submit a detailed plan of suggested ongoing maintenance
- Work with airport staff to complete initial draft of the Standard Operating Procedures Manual

Initiate Hiring and Staffing Plan

The most important aspect in a successful transition is employee retention, recruiting and training. Employee selection, hiring and finalization of staffing schedules will be completed in Phase I of our transition plan. The first step will be to notify the current employees that **SP+** has been selected and to reassure them they will be given an opportunity to continue their employment at the Airport. Notification should be given as soon as possible upon award of the contract to maintain continuity of operations and to minimize customer service issues. Transitions can be an unsettling time for existing employees. An effective, professional plan will minimize the anxiety.

If selected, **SP+** will first interview all current employees interested in continuing their employment at the Airport. We find that the recruitment, information releases and orientation of current employees and new hires result in high morale levels. We will complete background checks and make employment offers two (3) weeks prior to commencement and complete company orientation and training the (2) weeks before takeover. Please find detailed information regarding our employee selection process, training programs and staffing plans throughout our proposal.

Key objectives include:

- Notifying current staff
- New hire orientation and customer service training
- Sizing/issuing uniforms – vender onsite to assist
- PRCS training where needed
- Development of employee schedules

Phase II, Transition

This phase addresses an action plan from the commencement date through the first 90 days of operation. It is during this phase that many programs, procedures and policies will actually be implemented.

The transition team will begin assembling in Austin several weeks prior to the transition date and provide 24-hour support to the on-site staff for an extended period thereafter. At such time, a progress evaluation will be performed by senior management and based on that evaluation and subsequent consultation with the airport staff, **SP+** management will have the option of retaining certain team members on site should additional on-site support be required.

The remainder of the team will then be released in favor of an off-site support role. It is important to note that each member of the **SP+** transition team remains in a support role long after their on-site roles are relinquished.

The team's primary objective during Phase II will be to implement all required policies and procedures as outlined in the operations manual and/or mandated by the airport. Designated team members will provide regularly scheduled follow-up training with both hourly and management personnel, including hands-on assistance and job coaching as necessary.

Senior transition team members will evaluate the initial performance of subcontractors and provide a high level of consultation and support. As with all phases of the transition plan, we will communicate frequently with the airport staff on pertinent issues and provide progress reports.

Phase II will also include preparation, submittal and review of daily, weekly and monthly reports to be provided to the airport. **SP+**'s Airport Accounting Manager will be available to meet with Airport staff to review the initial monthly statement and supporting documents.

Phase III, Post Transition

As your parking service provider, **SP+** will maintain an ongoing commitment to excellence in the operation of the parking facilities at ABIA. We will ensure this high standard of performance through frequent field appraisals performed by our senior management staff. **SP+** has the most comprehensive corporate and management support structure in the business. Our support of field operations goes well beyond transition with site-specific policies and procedures to address:

- Customer service and satisfaction
- Corporate and regional audit programs
- PCI compliance
- Time and attendance tracking
- Revenue and ticket controls
- Management reporting systems
- Insurance, safety and claims management
- Personnel policies
- Procurement and levels of authority
- Maintenance programs
- On-line training programs

During every phase of the transition, **SP+** will use a team approach that is carefully coordinated and administered by senior management. In addition to on-site management staff, the team will consist of experienced professionals from both our field operations and corporate support staffs.

Each transition team member will be assigned specific responsibilities within his or her area of expertise. Throughout the transition process, the transition team will maintain an open line of communication with airport staff to measure progress on an ongoing basis.

E. INDUSTRY EXPERIENCE AND QUALIFICATIONS

E. INDUSTRY EXPERIENCE AND QUALIFICATIONS.

1. REVENUE CONTROL SYSTEM EXPERIENCE

Proposal shall demonstrate capability of operating a revenue control system similar or equal to the Parking Revenue Control System, manufactured by Amano McGann, presently in use at the Airport.

SP+ has been a leader and innovator in the utilization of airport parking revenue control systems for over sixty years and has experience with all major revenue control hardware and software configurations in use today, including the Amano McGann system currently in place at ABIA. In fact, we currently utilize Amano systems at 24 airports.

Not only are our on-site managers and accounting teams intimately familiar with the capabilities of these systems, each member of our regional and senior level management team has used the Amano McGann suite in multiple applications for many years. Our Airport Division staff accountants, who prepare client reports, and independent corporate auditors have years of experience rigorously working the Amano system's capabilities. All are well-versed and understand the system's strengths and quirks. We also have a senior PRCS technician on staff in our Texas Airport Regional office, with over 10 years experience supporting Amano systems; developing custom software and a variety of system interfaces, features, reporting options and much more. Chris will support our on-site team at ABIA.

Our experience includes the operation of high-volume, state-of-the-art systems at airports like Houston Intercontinental, Kansas City International and many more. These systems are highly automated and offer a variety of features and functionality including; credit card in/out, pay-on-foot stations, loyalty programs tied to credit card on file, payment via toll pass systems, automated vehicle identification (AVI) and prox card entry and exit, and an array of reporting and audit capabilities.

List of Current Amano McGann ontrol Systems Operated by SP+ at Client Airports:

George Bush Intercontinental
William P. Hobby
Kansas City International
Flint-Bishop International
El Paso International
Bradley International
Billings Logan International
Kalamazoo-Battle Creek International
Traverse City-Cherry Capital
Saginaw MBS International
Tri-Cities Regional
Baton Rouge Metro
Islip-Long Island Mac Arthur International
Portland Jetport (Portland, ME)
Ashville Regional
Fresno Yosemite
Shreveport Regional
Jacksonville International
Manchester-Boston Regional
Key West International
Rogue Valley Medford International
Sioux Falls Regional
Hector International
Austin Straubel International

George Bush Intercontinental

Utilizing modern PARCS features and functionalities have great potential to increase revenues, improve the customer experience and reduce expenses to airports. Nothing speaks better to SP+'s ability to fully and effectively utilize the Amano McGann system at ABIA that our demonstrated performance at George Bush Houston Intercontinental Airport (IAH).

When the new Amano McGann state-of-the-art revenue control system was installed by New South Parking (a Joint Venture Partnership between **SP+** and ACDBE firm Global Parking) at George Bush Intercontinental Airport (IAH) in Houston, it gave parking customers the convenience of more options and faster exit times. The Amano system presently includes Pay-in-Lane, Credit Card In/Out and Credit Card on File payment options. Credit Card on File has been especially popular with frequent business travelers, allowing them to quickly enter and exit the parking facility without even taking a ticket.

Custom Amano software was developed to include a customer loyalty program, Parking *Plus*, offering customers free parking rewards or airlines miles, a reservation system for advance booking and a discount coupon program using barcode technology allowing these transactions to be processed with full automation. These programs have been very popular with customers for their convenience, attracting repeat business and increasing parking revenues for the airport. Utilized to its full capability at IAH, SP+ has developed a robust loyalty program with over 18,000 users. The system supports a variety of marketing initiatives and special promotions managed by SP+, and has allowed us to build and reinforce customer relationships through direct contact, special promotions and more.

The system is also equipped with a level count and mobile LPR/LPI – cameras are mounted to trucks which drive around the parking facilities and record the license plates of vehicles remaining overnight – both of which are integrated into the Amano PARCS. Prior to New South Parking taking over the operation, level recirculation at the busiest parking garage with 7,500 spaces was not available. With construction we created two-way traffic off the drive ramps allowing recirculation and installed VMS signage displaying available space counts by level. Level count was later added throughout the facilities and is now available in all parking garages.

Increasing automation with PARCS technology has also allowed us to reduce airport operating expenses. Exit lane automation has translated to faster processing of transactions and reduced exit times with less staffing – just 17 of the 49 exit lanes at IAH are staffed. VMS signs were also installed over all entrance and exit lanes, clearly communicating payment options for each lane, eliminating confusion, decreasing staffing needs and improving the customer experience.

SP+ will be opening will be opening its second fully automated parking lot at the Houston Airports April 2016. The new lot will use Remote Management Services to assist customers in the lanes with the Amano Negotiated Fee feature.

SP+ technology experts can build a custom dashboard from any PARCS SQL database integrating real time occupancy and daily revenue/transaction snapshots. The Houston Airport dashboard breaks occupancy down to the level by garage and revenues/transactions by facility, cash and credit. In addition, the dashboard tracks reservations, couponing and Frequent Parker transactions plus much more. An **SP+** dashboard provides our clients a tool to better manage their airport's parking assets.

Exhibit 5 – Amano PRCS Procedures further illustrates our ability to operate ABIA's Amano system.

Automated Payment Options

Automated credit card exit is a common component of new PARC systems at airports of all sizes. **SP+** manages credit card in/out and other automated exit options at several airports. Perhaps the best example of effective utilization of this technology can be found at PDX where ninety percent of all transactions are fully automated.

The PARC system at PDX includes 19 POF machines and 11 automated payment exit lanes, offering automated payment options at every exit. We anticipate over 2 million automated transactions at PDX in the coming year. Part of this success is our ability to support state-of-the-art automation and advance customer adoption.

License Plate Inventory Experience

License Plate Inventory (LPI) is an integral component of any airport revenue control system. As such, **SP+** performs daily license plate inventories at almost every airport parking facility we operate. The LPI is used to restrict the loss of revenue due to lost and swapped tickets, identify abandoned and stolen vehicles, and to assist customers with locating vehicles. The inventory system can also be used to obtain valuable demographic information used for marketing such as identifying the number of vehicles by state and county.

SP+ inventory personnel complete a LP) on the overnight shift every night. Hand-held computer devices are typically used to collect required license plate data. Starting at a designated time each night, inventory crew records the row number, state and license plate number of every vehicle located in the public parking facilities.

Upon completion of data collection, the license plate information is downloaded ("dumped") into a PC for updating. The inventory system provides an alphabetical listing by state and license plate number, location of vehicles, number of days in inventory and accumulated fee amounts.

The computerized license plate inventory is used to cross-reference plate numbers at the exit to prevent swapped tickets and to calculate fees for lost tickets. Additionally license plate queries can be entered into the PC to identify the location of a single vehicle and to recognize vehicles that have been parked for an excessive period of time.

SP+ management personnel review the LPI reports daily for completeness and accuracy, and audit all "lost tickets" to ensure proper collection. We recognize the importance of the LPI system and pride ourselves on providing precise information every day.

Marketing and Public Relations Initiative

SP+ has helped develop public awareness campaigns focused on the convenience of using new automated payment options, making it quick and easy to get in and out of the airport parking facilities. The programs are multi-faceted, bi-lingual and include a number of components that an airport may choose to utilize to increase adoption of new payment options. Please also refer to **Section H – Marketing Plan**, for more information on our effective use of automated PRCS loyalty programs.

Special Staffing

We typically utilizing Customer Service Representatives (CSRs), fully trained in the specifics of the automated PARC equipment and the personal touch it takes help people become comfortable with new technology. We staff CSRs at POFs and automated exits lanes during peaks to ensure optimal service.

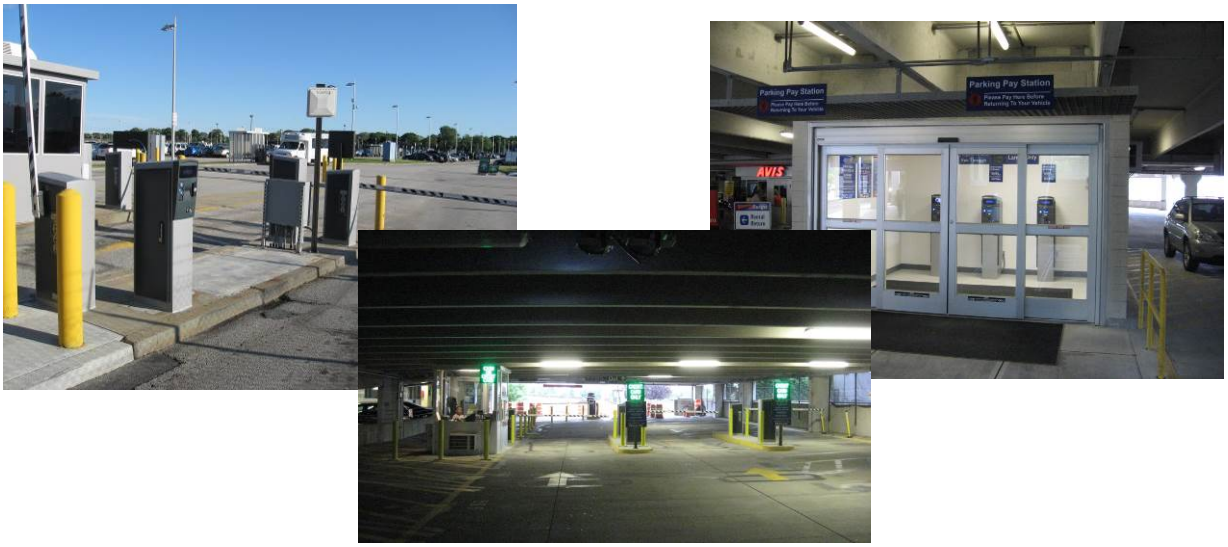
Maximum utilization of new automation doesn't just happen because automated revenue control technology is installed. In our experience, hands-on assistance brings comfort and customer acceptance. Our CSRs walk new users through the system step-by-step.

The following examples further illustrate our PARC system expertise:

T.F. Green Airport

In 2007, **SP+**'s ***Technology Integration Group (TIG)*** developed the equipment specifications and RFP to procure a new state-of-the-art revenue control system for T.F. Green Airport in Providence, RI. The $1.9 million dollar Amano IPARC system includes Credit Card In/Out, AVI, POF, automated Frequent Parker Program and full License Plate Recognition (LPR). TIG managed the project implementation and was responsible for final testing and acceptance.

T.F. Green PARCS Installation



Baton Rouge Metro Airport

SP+ planned, funded and managed the construction of a brand new exit plaza, parking office and installation of a new Amano McGann revenue control system. The $800K project included the demolition of the old plaza, addition of a fourth automated credit card lane, installation of two new 4x7 booths with brick veneer and construction of a 590 square foot office/cashier area/ADA restroom/storage room with a 450 square foot enclosed exterior storage area.

Baton Rouge Metro Canopy and PRCS Installation

Before

After

William P. Hobby Airport

The ecopark branded economy lot at William P. Hobby Airport is a fully automated Amano facility that utilizes credit card at exit. This lot is monitored by **SP+**'s Remote Management Services (RMS) command center in Austin, TX. The RMS customer service specialists act as an extension of the local operations team and manages exception transactions through audio and video communications. The Amano system is fully integrated and the RMS staff maintains a high level of service.

Training – Over sixty years of superior parking experience at a variety of high-volume airport parking facilities has given us the expertise to develop and implement sound revenue collection and audit procedures, via effective use the PRCS. Training is essential to ensuring that these procedures are fully implemented and consistently followed.

SP+ revenue control begins with an extensive series of policies and procedures that allows us to efficiently collect and manage the millions of dollars in parking revenue that are generated at ABIA each year. Our management team will maintain rigorous training standards for all cashiers, passenger assistants and supervisors on the proper use of the new PARC system, including:

- Opening/Closing a shift
- Processing cash and credit card transactions
- Processing balance dues and overrings/underrings
- Processing lost ticket transactions
- Processing non-revenue tickets
- Acceptance and processing of VIP cards
- Addition/Deletion of monthly customers
- Revenue management
- Count monitoring
- Report generation
- Repair and maintenance of equipment

2. PCI COMPLIANCE

The Proposer shall describe their understanding of Payment Card Industry (PCI) compliance and how you are planning to ensure compliance with PCI standards and any future revision of the standard by arranging to continue the existing data security service or provide for a similar service acceptable to the City.

As part of an effort to ensure the security of customer credit card information throughout our organization, **SP+**'s internal audit department has created specific policies and procedures related to Payment Card Industry (PCI) compliance. Those policies and procedures are included as part of our internal audit program and our auditors along with our regional management staff check for PCI compliance at every location.

Credit card information is regulated by the Payment Card Industry (PCI) Data Security Standard (DSS). This PCI DSS is a set of data security requirements that applies to all employees, merchants, vendors, service providers, contractors and business partners who store, process or transmit sensitive cardholder data as well as to all system components included in or connected to the cardholder data environment.

SP+ has adopted a comprehensive policy to ensure company-wide compliance with all 12 requirements of the PCI DSS. Because the corporate network environment may be different than the field locations and regional office environments as it relates to storing, processing and/or transmitting cardholder data, the Company has developed a specific policy to address compliance requirements at our field locations and regional offices.

Our operations are supported by a team of three full-time PCI compliance experts who work with our locations to ensure secure credit card data handling and full compliance in all of our airport operations.

Please refer to **Section D – Operations Plan** for full details on our plans to maintain full PCI compliance at ABIA.

3. Airport Parking Experience

The Proposer shall specifically demonstrate its experience at other airport locations, describing experience managing and maintaining similar facilities, collecting and processing high volume cash transactions, and providing significant service and contact with the public.

Airport Parking Specialists

SP+ is set apart from the competition by managing our airport operations through a dedicated Airport Services Division, allowing us to focus solely on the unique demands of the airport operating environment. Our multi-disciplined Airport Services team is made up of over 40 of the parking industry's most knowledgeable airport professionals including; accountants, analysts, revenue control and technology specialists, transportation and shuttle maintenance experts, marketing and business development specialists, regional operations managers and senior executives – all dedicated exclusively to our airport clients and their operations. With over 60 years of airport-specific parking experience and an Airport management team with over 200 years of airport parking and landside experience, no other company can provide a comparable range and depth of subject matter expertise.

Our proposed Facility Manager, John White, has held management positions at high-volume airports utilizing Amano McGann PRCS. More on John's experience capabilities is provided in the resume provided in the **Section F – Operation, Management and Personnel Plan**.

John will be supported by a highly qualified management team – including our Regional Manager, John Conway. John is responsible for operations at **SP+**'s western region airport locations. His objectives include implementation of regional operating plans, manager training and personnel reviews, budget preparation and P&L review, contract compliance, audit review, client survey and customer satisfaction reviews, client relations and implementation of **SP+** amenities and additional landside services. He will also assist with revenue control procedures, logistical issues, and the general management of all parking facilities. More information on key members of our management team follows later in this section.

Our team is also supported by **SP+**'s Corporate Support Office in Chicago, Illinois where over 100 management and administrative personnel support our Airport Services division with human resources, training programs, marketing, legal, technology, accounting, PCI compliance and an independent audit team.

SP+ has developed innovative programs and services that help our airport clients maximize the potential of their facilities, while reducing costs through effective use of technology and sound staffing management practices. Constantly striving for improvement, **SP+** continues to lead the industry in development and innovation of practices and programs that protect and enhance our client's returns.

The operations included herein describe relevant airport parking experience, providing insight into how our airport-focused approach, unmatched parking expertise and continuous analysis of operations leads to first-class customer service and operational efficiency, enhancing the Airport's bottom line revenues while maintaining the high standards set by the City of Austin for the gateway to your community. While the size and scope of some of these operations may vary from those at ABIA, these locations demonstrate **SP+**'s ability to provide outstanding parking services, to respond quickly and effectively to the dynamics of the airport operating environment, while maximizing the value of your parking assets.

George Bush Intercontinental Airport (IAH)

SP+ took on the parking operations at both Houston Airports from the Houston Airport System (HAS) in 2000. Operating as New South Parking (NSP), in partnership with ACDBE certified Global Parking, **SP+** provides comprehensive management of the 25,000+ self-parking spaces, two first-class valet operations and a 30 bus shuttle service. Upon commencement of service, we set out to immediately improve all aspects of the operation: revenue control, cleanliness, customer service, payment methods, shuttle headways and more – every element of the customer experience.

PARCS Technology… We quickly new Amano McGann state-of-the-art revenue control system to improve customer service, reduce operating expenses, and increase and protect parking revenues. Through periodic upgrades and improvements, it presently includes Pay-in-Lane, Credit Card In/Out and Credit Card on File payment options. Marketed under the Parking Plus loyalty program, credit Card on File has been especially popular with frequent **business** travelers, allowing them to quickly enter and exit without even taking a ticket.

The Parking Plus loyalty program offers customers free parking rewards or airlines miles and a reservation system for advance booking. These programs have been very popular with customers for their convenience, attracting repeat business and increasing parking revenues for the airport.

Increasing automation with PARCS technology has also allowed us to reduce operating expenses. Exit lane automation has translated to faster processing of transactions and reduced exit times with less staffing – just 17 of the 49 exit lanes at IAH are staffed. VMS signs were also installed over all entrance and exit lanes, clearly communicating payment options for each lane, eliminating confusion, decreasing staffing needs and improving the customer experience.

Customer Service Improvement… The system is also equipped with a level count and mobile LPR/LPI – cameras mounted to trucks which drive around the parking facilities and record the license plates of vehicles remaining overnight – both integrated into the Amano PARCS. Prior to NSP taking over the operation, there was no recirculation by parking level in the busiest 7,500 space IAH garage, causing confusion and congestion. NSP designed and constructed improvements that provided two-way traffic off the drive ramps, allowing recirculation. And installed VMS signage displaying available space counts by level, later added throughout the facilities and now available in all parking garages.

SP+ created greater value for customers in the Economy Lot with couponing and frequent parker programs. A GPS system was installed in the Economy Lot shuttle buses, providing shuttle dispatch the tool needed to improve shuttle headways and operating efficiency.

Branding… In 2011, we re-branded the Economy Lot as "ecopark" with a fleet of CNG fueled shuttle buses. This program was developed by NSP to coincide with Mayor Annise Parker's drive to "Clean and Green" City owned facilities. A second ecopark lot, scheduled to open soon, will be a fully automated facility with credit card and cash payment at exit, all made possible by **SP+**'s Remote Management Operations Center using intercoms and cameras for real time monitoring, saving the Airport on labor costs.

Maximizing Revenues in a Competitive Environment… **SP+** conducted detailed analysis to the Airport that indicated the Economy Lot was not positioned to compete with off-airport parking options. We presented HAS with a plan to market the Economy Lot under a new ***ecopark*** brand , targeted advertising, couponing, a frequent parker program, a reservation system and covered parking options.

Our advertising budget includes TV, radio, outdoor billboards, print and online search optimization (SEO) with Google pay-per-click advertising managed by our **SP+** Interactive Marketing group. Our coupons, frequent parker program and reservation program are web-based, with fully automated transactions using secure bar code technology. All IAH off-airport competitors have covered parking, so we added 1,655 covered parking spaces to better compete. These initiatives resulted in a 38% increase in economy lot revenues from 2013 to 2015.

Improved Lighting and Energy Savings… The parking garages at Terminals A and B have been retro-fitted with new, energy efficient lighting. The 8,500 space *ecopark* lot has been retro fitted with LED fixtures, a reduction from 1,000 watts to 256 watts per fixture. This has had a direct positive impact on safety and security, as well as a significant reduction in electricity costs. Both projects were managed by NSP.

Construction Projects… NSP successfully managed the parking facilities at IAH during construction of the new international terminal and federal inspection facility, a state-of-the-art overhead tram to serve passenger movement from terminal to terminal, and the construction of two new parking garages adding more than 7,500 spaces. We were active participants in the parking design and construction phases and assisted with planning and coordination and shuttle procurement for ***ecopak 2***.

Valet Services… In 2012 **SP+** launched valet parking services at IAH, and within our first year of operation, reached 5,000 transactions per month. We provide valet customers a frequent parker program and car care service with car wash and full detailing. Valet parking is another customer service success, generating revenues are well in excess of the Airport's expectations, at $4.5 million in 2015.

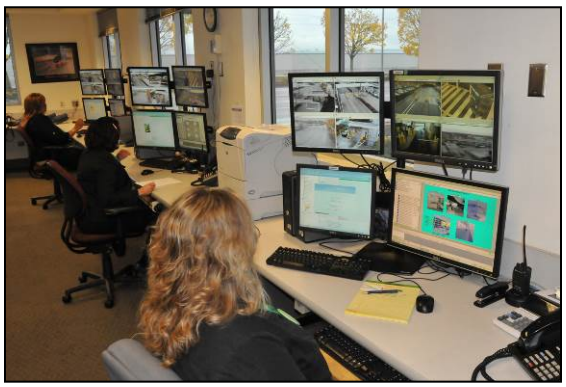
Dates of Operation	January 2000 to Present
Contact Information	Ian Wadsworth – Deputy Director (281) 233-1682 Ian.Wadsworth@houstontx.gov
Scope of Services	Parking, Valet and Shuttle Services. Marketing and Loyalty Programs.
Capacity	25,853 spaces, 5 garages, 2 surface lots
Annual Gross Receipts	$90 Million
Revenue Control System	Amano McGann

Portland International Airport

The parking facilities at PDX encompass over 17,000 garage and surface spaces in six separate locations, including valet, with one of the most automated revenue control systems in the industry.

SP+ also operates the shuttle system, serving AOA side international arrivals, public and employee parking, transporting over 2.6 million passengers per year with a fleet of 28 alternative fuel buses.

State-of-the-Art Automation and Technology Support… We are particularly proud of our accomplishments at PDX not only for the size and complexity of the facilities and operations, but because of the advanced levels of automation and technology in the parking access and revenue control system. The Scheidt Bachmann PARC system utilizes 19 pay-on-foot stations, credit card-in/out and 11 automated exit lanes at 3 separate parking exit plazas. Both garages utilize Automatic Parking Guidance Systems that are managed and operated by **SP+**'s on-site staff.



A remarkable ***ninety percent or more of transactions at PDX are fully automated***. Part of the reason for this success is our ability to support the state-of-the-art automation selected by the Port for their facilities. Our tech-friendly staff monitor each automated pay station and communicates real-time with users who may have questions or problems, walking them through the process step-by-step from the 24x7 CCTV supported Operations Center. This installation illustrates our ability to advance consumer adoption, and to realize efficiencies for our airports through support of technology and automation. We will support over 2 million automated transactions at PDX this year.

Improved Shuttle Services… One year after taking on management of the parking operation, **SP+** was awarded the contract for shuttle services at PDX. We immediately focused on improving customer service and operating efficiencies. For example, we implemented smart-loading procedures during peak periods to shorten wait and travel times to the terminal, better utilize each bus and conserve fuel. We implemented several cost-saving measures, through staffing and route analysis, without sacrificing customer service levels or headways.

The customer service impacts **SP+** has had on the PDX shuttle service are quantified by the results of the Port's annual JD Powers customer service surveys, which reflect consistent year-over-year improvement in shuttle service rankings by PDX travelers.

When **SP+** was awarded the contract in in 2007 complaints were at an all-time high and survey ratings were at an all-time low. Since then, customer satisfaction has improved every year and our shuttle staff are consistently singled out for going above and beyond the expectations in delivery of service.

Premium Valet Services… In 2007 **SP+** added premium valet services to the parking options at PDX, working with Port staff in planning, implementation and marketing this new service. Valet volume and revenues continue to grow each year, along with rave reviews from our highly loyal customer base.

Employee Parking Access Control… **SP+** is also responsible for management of the access card controlled employee parking facility, managing the issuance and control of over 1,000 access cards and 24 x 7 shuttle service.

Commercial Roadway Management... **SP+** was awarded the contract for taxi starter and ground transportation management at PDX in early 2009, and promptly reduced average customer wait times on the curb to less than 1 minute.

Continual Improvement in Challenging Circumstances… **SP+** strives to continually improve our operations and the customer service we provide to our clients and our mutual customers, despite the challenges we may face working in the ever-changing airport environment. Here's a quote from our most recent annual review from Steve Koester, Parking & Shuttle Manager at PDX, ***"I want to take this opportunity to acknowledge the exemplary efforts of SP+ staff in providing the highest level of customer service and in managing the day-to-day operations of the Landside system. The previous fiscal year had a number of challenges including major parking lot and roadway pavement rehabilitation projects while experiencing a record number of traveling passengers and parking transactions. Throughout these challenges and record setting activity, PDX was recognized as America's best airport, in large part, through the efforts of our airport partners".***

Dates of Operation	June 2006 to present
Contact Information	Michael Huggins, Landside Operations Manager (503) 415-6515 Michael.Huggins@portofportland.com
Scope of Services	Parking, Valet, Shuttle and Curbside GT Management
Capacity	Two Garages totaling 6,338 spaces Public Surface Lots 7,894 Employee Lots 2,832
Annual Gross Revenues	$48.6 Million
Revenue Control System	Scheidt & Bachmann On-Line with 4 Staffed Exit Booths, 19 Pay-on-Foot Stations and 11 Automated Exits Custom Valet and Automated Space Availability System

Salt Lake City International Airport

SP+ assumed management of the parking operations in 2010, along with the Economy Lot Shuttle service that had been operated in-house by the City prior to that time. In February 2015 we assumed management of the curbside ground transportation operations, with only 2 weeks notice.

SP+ successfully transitioned the SLC employee parking program from a monthly "walk-in" payment system to an online payment program. This new approach has enhanced the customer experience, streamlined the operation and assisted in increasing annual employee parking revenues approximately 29%.

Employee Integration… Prior to our assumption of service in 2010, the Airport's shuttle operations had been operated in-house by City employees. **SP+** successfully facilitated the shuttle employees' smooth transition from the City's union contract to a private non-union environment, integrating the shuttle service with parking team to create an efficient, coordinated and cohesive service offering.

Marketing… In 2011, **SP+**'s Interactive Marketing group developed the SLC 'Parking Guide', assuming management, oversight and hosting responsibility for the parking information pages of the Airport's website. This branded site has provided enhanced website agility, improving aesthetics and informational features. **SP+** Interactive also delivers valuable web traffic metrics, utilizing the site to attract additional 'hits' via online marketing promotion campaigns and improve search engine ranking results.

Economy Lot Reserved Parking… The Salt Lake City International Airport Economy parking lot contains approximately 9,500 spaces serviced by transit style buses in an 11 stop fixed route across the lot. In November 2013, **SP+** initiated Reserved Parking for 54 spaces adjacent to Bus Stop 0, the final stop prior to leaving for the terminal and the first top returning from the terminal.

Reservations are booked online through the Click and Park™ advance booking system at https://parkslcairport.clickandpark.com or the Airport's website at http://www.slcairport.com/parking-and-transportation. Customers may opt to create a profile with vehicle and credit card information saved on file to expedite future reservations. At the time of reservation, customers are charged a reservation fee of $3.00 per day. At entry, customers pull a ticket, standard Economy Lot parking charges apply (currently $9.00 per day) and are paid at exit.

Premium Reserved Parking… **SP+** and the Airport worked together to create a new reserved parking option branded Premium Reserved Parking, which provides highly convenient, covered garage parking steps from the terminal. As we enter our second month of Premium Reserved Parking, the feedback on the personalized service and convenience has been overwhelmingly positive. The daily rate is $50 and has proven that there is a demand and willingness to pay a premium for the most convenient parking options.

Upon completion of the reservation, a QR code is sent via email and may be downloaded to a smart phone or printed. This QR code is used to gain access at a designated entry reader. At exit, the same QR is scanned to calculate duration of stay and any additional parking fees due. Credit/debit cards are the only accepted form of payment and a parking fee for the first day is paid in advance when the reservation is made.

Upon arrival, the guest is met by a Concierge Ambassador. The Ambassador greets the guest and, if flight information was provided in the reservation, the latest flight status. The guest also receives an

Amenity kit with popular items such as headphones, a battery charger and TSA approved re-usable 3.5 ounce plastic containers for liquids.

Upon exiting the Premium Reserved Parking area, a second Ambassador greets the customer and provides her with a branded, reusable water bottle. The guest is directed to one of two dedicated Premium Reserved Parking exit lanes located at the Central Plaza and is reminded to scan the same QR code used at entry.

If a guest arrives without a reservation, Ambassadors are equipped with tablets to create reservations on-demand. Since the parking product is relatively new, the majority of reservations to-date have been made on-demand, and repeat customers are now ramping up.

The access code required to gain entry ensures only customers with reservations can gain access. The Airport's senior leadership also parks inside this area and have three distinct ways to gain access: an assigned access card, key fob or permanent QR code. The phone app can be programmed so that the QR code is automatically activated and appears on screen when in close proximity to a QR reader at the ingress or egress.

The Airport just concluded a marketing campaign across a variety of media outlets, including a press release, local television and print to promote the new service. We continue to see weekly growth in advance reservations, while on-demand sales remain an important part of the overall success of this enhanced service offering.

Dates of Operation	2010 to Present
Contact Information	Bruce Barclay, Operations Manager/Parking (801) 575-2530 bruce.barclay@slcgov.com
Scope of Services	Public and Employee Parking, Public and Employee Shuttle, Curbside GT management
Capacity	15,067 spaces One Garage, Four Surface Lots
Shuttle Fleet	18 El Dorado Axess, 2 El Dorado Passport
Annual Gross Receipts	$35.7 million
Revenue Control System	Scheidt & Bachmann

Kansas City International Airport

SP+ has been providing parking management services at KCI since 1999. This multi-terminal airport includes three garages and four large surface parking facilities comprising almost 25,000 parking spaces, in addition to an off-airport style facility that offers Express Valet service. The 1,500 space employee parking facility provides parking for over 2,300 airport employees.

The curbside valet that SP+ launched in 2014 will gross over $3 million this year.

Rigorous Revenue Control Procedures and Audit Compliance…. When **SP+** assumed operations at KCI the PARC system was a hodge-podge of systems, with limited reporting and revenue control tracking, that required the full measure of our experience and oversight to ensure collection of all revenues, accurate reporting and a clear audit trail. **SP+** immediately performed a full review of system capabilities and promptly implemented significant changes.

We established a *Revenue Control System Administrator* position to oversee financial reconciliation and reporting, budget preparation and review, and reporting. Among other improvements to revenue control and audit procedures, **SP+**:

- Significantly reduced lost ticket ratios – an ongoing problem under the prior operator – through improved inventory and audit procedures
- Created a cash drop system and improved security methods for cash counting and depositing daily receipts
- Implemented strict requirements for internal shift audit and reporting including full examination of all non-standard transactions, random ticket-to-tape audits, surprise cash counts and secondary audits on all audit clerks
- Implemented consistent procedures for all cash shortages and/or overages
- Eliminated over $150,000 in Accounts Receivable balances inherited from the prior operator for employee parking accounts and implemented an electronic tracking system for all employee parking monthly access cards
- Implemented strict procedures to examine all manual credit card transactions, significantly reducing the potential for credit card fraud
- Established Operations Surveys designed to provide a measure of self-audit in critical areas of the operation
- Initiated rigorous annual audits – these unannounced audits are conducted on-site by professional auditors from our Corporate Audit Department

Since that time we have worked continually with the Kansas City Aviation Department to implement a number of significant advancements that resulted in operating efficiencies and cost-savings; improved revenue controls, audit, accounting and reporting; and enhanced customer satisfaction.

Operating Efficiencies… **SP+** substantially reduced costs for facility maintenance, PARCS and snow removal by assuming these duties, allowing airport staff to focus on critical airport functions. In 2004, **SP+** completed the transition to new on-site parking offices and successfully opened the new 8,000 space Economy Parking Facilities at KCI. In 2009 we received the City's ***Outstanding Contractor Award***, in recognition of the operating efficiencies and cost-saving improvements we initiated.

Marketing, Promotions and Revenue Enhancements… In 2006 **SP+** brought in R Solutions to assist in developing a marketing program to promote on-airport parking at KCI and increase market share against aggressive off-airport competition. We launched with a sweepstakes to create excitement and awareness, which generated a database of over 10,000 parking patrons and served as the foundation for the *Auto Pilot Rewards Program*™ – a frequent parker program designed to stimulate repeat business, increase market share and customer loyalty has proven to do exactly that.

More recently, R Solutions updated the branding and graphics to coincide with our promotion of the new, fully automated KCI Rewards frequent parker and corporate parker programs.

Park Air Express… The marketing program proved resoundingly successful when in May of 2009 KCI's largest off-airport competitor closed its doors. Seeing an opportunity to capture a new market segment, KCI asked **SP+** to develop a plan to re-open and re-brand the facility to retain the existing customer base and offer customers a new parking product.

SP+ moved quickly to ensure there was no down time during which customers might be lost to other off-airport providers, developing a turnkey operation, ***Park Air Express***, to ensure the new valet-style offering opened seamlessly and was fully operational the day after the previous operator closed.

Effective marketing has been key to our success at Park Air Express. Online promotions, couponing and a travel agency referral program are just a few of the strategies incorporated.

The Park Air Express Frequent Parker Program includes a Corporate Program with added benefits that appeal to commercial enterprises and their employees. Points can be redeemed for free parking, car washes, detailing and services such as oil changes.

The Automated Valet Parking Management (AVPM) revenue control system features:

- Bar code valet tickets for tracking customer information including name, VIN, color, damage, entry time, returning date and flight information
- Vehicle inventory, tracked by row and stall for faster, more efficient retrieval
- **Online reservation and coupon availability**
- A **uniquely branded, automated Frequent Parker Program** with PCI compliant credit card on file and express checkout

PARC System Modernization… In light of evolving PCI compliance requirements, options for automation and improved customer service, in 2012 **SP+** led the implementation of a new state-of-the-art PARC system at KCI.

SP+'s role included selection and oversight of a qualified consulting firm, review and approval of all design and performance specifications, project management and oversight of the carefully phased PARC system installation, and more. Total cost of this project was close to $3 Million.

The PRCS now includes AVI lanes, toll tag integration and over 20 fully automated exits supporting over 12,000 spaces. We manage all aspects of the automated employee parking facility access card system including issuance and tracking of over 2,300 access cards, and monthly invoicing

Dates of Operation	1999 to present
Contact Information	Dave Long, Deputy Director of Aviation (816) 243-3027 David.Long@kcmo.org
Scope of Services	Public and Employee Parking, ParkAir Express Valet & Shuttles, Curbside Valet, Loyalty Programs
Capacity	5 surface lots and 3 parking structures totaling 24,483 spaces
Annual Gross Receipts	$46 Million
Revenue Control System	Amano McGann

Richmond International Airport

SP+ has made significant improvements to the Richmond International Airport (RIC) parking and shuttle operations since taking over in 2008. We substantially reduced operating expenses through a combination of improved shuttle schedules/routing and other operating efficiencies. Upon assuming operations, **SP+** was tasked with rectifying multiple issues inherited from the previous operator with the most severe being a culture that allowed and accepted unsatisfactory customer service and constant budget overages. **Several years later, our current operating budget remains lower than the budget prior to SP+ taking on the parking management in 2008.**

Creating a Customer Service Oriented Culture… The first step in changing the culture was the placement of an experienced General Manager who made providing all customers with an exceptional experience the number one priority. All staff was re-trained and provided with the necessary tools and support to meet **SP+**'s higher expectations, utilizing site-specific training and courses available on **SP+** University, focusing on customer service and **SP+**'s Three Keys to Customer Satisfaction. Other strategies include a mystery shop program and customer surveys.

"A lot of the emails I receive are complaints about the parking and shuttle operations. Since Standard has taken over, my Inbox is empty. We're thrilled with the change." **–** Troy Bell, Capital Region Airport Commission Director of Marketing and Air Service Development.

Reduced Costs through Efficient Scheduling… The previous operator approached staffing with a "one size fits all" philosophy, staffing the busiest time of day at the same levels as the slowest. **SP+** Transportation made site visits, collecting data from the revenue control system and passenger counts to tailor staffing to meet the demands of varied traffic levels throughout the day. This approach greatly improved the customer experience, providing more resources during peaks, and reduced costs by eliminating excess labor at nonpeak times and unnecessary miles on shuttle buses.

Introduction of Door-to-Door Shuttle Service… **SP+** designed a cost-effective plan to provide bumper-to-bumper shuttle service for the newly expanded "B" Lot in 2011, and worked closely with Airport staff to implement this extremely popular service. In addition to improving the Economy parking experience, we were able to cut operating expenses and reduce carbon emissions by switching from a fixed-route system (where buses continually circulate) to an on-demand system where buses stage and pick up passengers as they arrive at the facility or return at the terminal. The introduction of the bumper-to-bumper service dramatically increased the level of customer satisfaction at the remote lots with no negative budget impacts. The enhanced service also better competes with off-airport parking options.

Dates of Operation	2008 to present
Contact Information	Troy Bell, Director of Marketing and Air Service (804) 226-3022 TBell@flyrichmond.com
Scope of Services	Parking, Shuttle
Capacity	Two Garages and Two Surface Lots, totaling 10,567 spaces
Annual Gross Receipts	$17.4 Million
Revenue Control System	Zeag

Cleveland Hopkins International Airport

SP+ has been providing comprehensive parking management services at CLE since 1951, when we first introduced the concept of paid airport parking in the United States. Sixty years later, we have become the industry leader, managing more airport parking spaces than any other company in the world.

The operation at Hopkins has come a long way. Our first parking facility was nothing more than a gravel lot – today the operation accommodates nearly 6,000 vehicles in a multi-level parking structure and three surface lots. We have implemented numerous PARC installations and upgrades, including a "smart park" space identification system and a new CTR/Zeag revenue control system in 2013, including full automation of all surface lots. Highlights from our tenure at CLE include:

Functional Design, Project Coordination and Construction Support…

SP+ was hired by the City of Cleveland to develop a fully functional design for a major garage construction project in 1995. The project included column placement, ramping system, pedestrian access, exit toll plaza and elevator and escalator accommodation. Once the City accepted the design, **SP+** assisted in development of specifications and selection of a project team for final garage construction, and as project coordinator and liaison to the City during construction.

In addition to transitioning virtually all of the parking facilities through development, **SP+** successfully managed parking and ground transportation operations during periods of heavy construction associated with change and expansion at the airport. From garage construction to runway expansion, our team worked closely with the airport to ensure safety and minimize disruption to the traveling public, proving our ability to deliver high standards of service in a complex operating environment.

PARC Development & Implementation… As part of the new garage project, **SP+** was commissioned to develop specifications for the new PARC system. Our technology team managed the entire process from design, solicitation of proposals to final installation and testing. The project scope covered 10 entry lanes and 12 exits at a cost of over $1 Million.

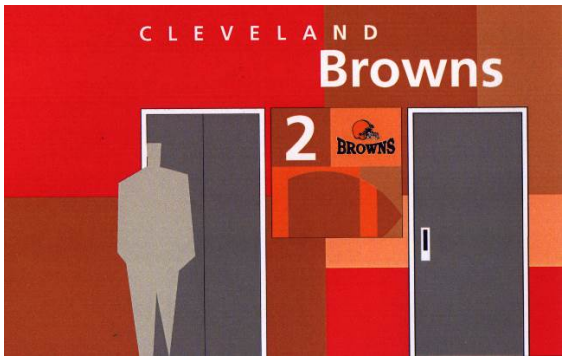
Transportation Services… **SP+** has participated in the planning, funding and operation of transportation services that are critical to the operations at CLE. We provide large scale transportation services, including the consolidated rental car facility, the employee shuttle and the FIS international shuttle – which includes particular expertise in providing AOA airside transportation services. As the operator of the CLE Consolidated Rental Car and employee shuttle services for over ten years, **SP+** has an exemplary record of safety and service.

And most recently, SP+ opened a new remote lot in just two months, from conception to commencement of operations, in response to a growing demand for parking.

Taxi Dispatch… In 2007 **SP+** was awarded the contract to manage the CLE taxi dispatch service. **SP+** was instrumental in developing and implementing required equipment and procedures to facilitate this

new service. Unique to CLE, **SP+** worked with a software designer to create a taxi dispatch system that calculates taxi fares using addresses or common destinations, based on pre-determined zones established by the City. **SP+** dispatchers provide customers with a printout of the exact fare before they enter the cab. Taxi drivers receive a copy of the same fare calculation, preventing any miscommunication or misunderstanding of the fare.

Curbside Valet… In 2013 **SP+** was awarded the contract to manage the curbside valet operation, what has become an especially critical service due to limited availability of close-in parking during the ongoing parking redevelopment program and terminal redevelopment in advance of the 2016 Republican National Convention.



Innovation in Customer Experience… Our themed floor reminder system uses local sports teams to assist travelers in remembering where they parked.

Management of Subcontracted Services…The Cleveland Hopkins contract is one of the best examples we can offer of our ability to effectively manage critical subcontracts within a major landside operation. Subcontracted areas of responsibility include:

- ***Facility Maintenance*** includes full cleaning and maintenance of the garage, surface lots, elevator lobbies, and terminal connectors. **SP+**'s performance in these areas has been exemplary and in 2003 resulted in the City awarding us expanded responsibilities in this area.
- ***Security Services*** **SP+** is responsible for providing all security and traffic direction within and around the parking facilities at Cleveland Hopkins. Since assuming the responsibilities for this function, car theft and break-ins have been all but eliminated.
- ***PARC Maintenance*** **SP+** is responsible for ongoing maintenance and repair of the revenue control system and related software at CLE. **SP+** provides routine repairs and subcontracts all major repairs to a certified manufacturer's representative under a contract that **SP+** assisted the City in drafting.
- ***Car Care Services*** are provided by a well-qualified MBE/WBE/ACDBE provider.

Dates of Operation	1951 to Present
Contact Information	Pat Singleton, Chief of Business Development & Management (216) 265-6500 psingleton@clevelandairport.com
Scope of Services	Parking, Valet and Taxi Management, Shuttle Services for the CONRAC, Remote & Employee Lots
Capacity	One Garage, and Three Surface Lots, totaling 5,837 spaces
Shuttle Fleet	10 El Dorado EZ Rider shuttles 10 Ford 550 Entourage shuttles 5 GMC 550 shuttles 2 Ford E350 Cutaway shuttles 1 Ford E450 Cutaway shuttles
Annual Gross Receipts	$21 Million
Revenue Control System	HUB – CTR/Zeag

Southwest Florida International Airport

Hired by the Lee County Port Authority in 1996, this first-class operation demonstrates SP+'s ability to provide and maintain a high service levels at a fast-growing airport. Parking revenues grew within the first five years by more than double, and in 2014 topped $13.3 million. Throughout our tenure, **SP+** has worked closely with the airport to manage this continued growth.

Successful Transition… In 2005, in close coordination and planning with Airport staff, **SP+** transitioned the entire parking operation from the old split terminal to the new mid-field terminal and parking complex. Related accomplishments included creation of a comprehensive transition document, implementation of a new PRCS, recommendations for ingress / egress improvements, and deployment of a well-trained team of curbside customer service representatives to ease travelers through the constantly changing landside setting.

Expanded Transportation Services... The new parking facilities more than tripled the number of required shuttle vehicles. **SP+** recommended that the Authority move to a 'bumper-to-bumper' shuttle system, offering a higher service level with reduced walk and wait times. **SP+** presented a comprehensive plan for the new shuttle service, taking into account the warm climate, high numbers of retirement and vacation travelers with added luggage, children and elderly members. Prior to transition, **SP+**:

- Consulted on fleet requirements and recommended appropriate bus specifications
- Performed a detailed route and headway analysis
- Created a comprehensive budget and cost analysis
- Operated a temporary inter-terminal busing operation to accommodate passengers flying out of the old terminal and returning to the new facility after transition

SP+ successfully hired and trained over 60 new drivers and now operates 31 fourteen-passenger shuttle vehicles in a demand style bumper-to-bumper operation serving over 8,000 spaces in the Long Term parking facility. Offering a level of service similar to that offered by off-airport operators, this is one of the largest on-airport demand style shuttle operations in the United States.

Partnership with the LCPA… During our current contract, **SP+** has further collaborated with the Lee County Port Authority on several initiatives designed to assist the Airport, our customers, and the local community in Southwest Florida, such as:

- The recent development of specifications for a fleet of 19 new shuttle buses. The shuttles will be leased from an ACDBE certified provider. **SP+** will manage the maintenance program for the entire fleet, as we have for the existing fleet from inception.
- Facilitation of the increased use of automated revenue control equipment, resulting in reduced operational expenses and ease of customer exits.
- Maintenance and customer service projects, including improved signage, reallocation of ADA spaces throughout facilities, distribution of terminal maps to customers, lot resurfacing, painting of the exit plaza, and additional safety features.
- The oversight of parking and transportation for Aviation Day, the LCPA's annual event used to increase awareness of the airports and to support the local food bank.

- The development and implementation of a full scale marketing program designed to promote the on-airport parking facilities at RSW (currently in progress). The program was launched with a vacation sweepstakes that generated a database of interested parkers for the upcoming of the Frequent Parker Program. Subsequent phases will include the launch of a search-optimized webpage and online advertising program designed specifically to capture parkers who might otherwise opt for competing off-airport parking.

First-class Customer Service… Our 94 person on-site management and staff at RSW continue to set a high standard for customer service and personalized attention to customer needs, as evidenced by the customer service awards and recognition we receive from the Airport and the community.

Exhibit 5 – Customer Service Highlights includes just a few examples of the recognition our services have generated. Including Conrad, one of our shuttle drivers, was recognized in 2013 by the Visitors and Convention Bureau with their 1st place award for exemplary customer service – in front of over 800 members and community business leaders at their annual meeting. **SP+** has been nominated in a variety of capacities every year for the past five years, with our Facility Manager and Assistant Manager both being recognized last year.

Dates of Operation	1996 to present
Contact Information	Jeffrey Gray, Department Director (239) 590-4705 jcgray@flylcpa.com
Scope of Services	Public and Employee Parking, Public and Employee Shuttle
Capacity	2,500 space Short-Term Garage 8,700 Long-Term Lot and 1,300 space Employee Lot totaling 12,749 spaces
Shuttle Fleet	21 Glaval Cutaway shuttles
Annual Gross Receipts	$13.3 Million
Revenue Control System	HUB – CTR/Zeag

4. Duration and Extent of Experience

The Proposer shall clearly state how the duration and extent of the Proposer's experience and qualifications in the parking and shuttle business qualify the Proposer to operate a business the size and magnitude of the Agreement to be awarded.

SP Plus Corporation (SP) is a publicly traded company (NASDAQ:SP) collecting more than $2.5 billion annually for our clients. Founded in 1929, as Standard Parking, **SP+** now operates over 3,900 parking facilities comprising more than 2.1 million parking spaces, along with a number of valet, shuttle and other services, in hundreds of cities across the United States and Canada. Our financial strength is evidenced by our publically available financial reports and full compliance with all Sarbanes-Oxley requirements.

SP+ is not part of a multi-faceted corporation or holding company with disparate business interests setting its priorities. It is a premier provider of outsourced people, transportation and technology services such as parking, valet, shuttles, event logistics and related services. This is **SP+**'s core competency and the focus of all of our over 22,000 employees, from the CEO to our frontline cashiers and shuttle drivers.

The Airport/Transportation Services Division manages over 300,000 parking spaces, collecting over $1.5 billion for our airport clients each year. **SP+** was the first operator to introduce the concept of paid airport parking in the United States – at Cleveland-Hopkins Airport in 1951. We safely move over 40 million airport passengers each year with a fleet of over 700 shuttle buses, and currently manage a variety of parking, shuttle and other landside operations at 69 airports, large and small, across the United States.

SP+ operates a variety of service line divisions specializing in the operation of parking facilities and related offerings at properties of all kinds, including municipal facilities, office buildings, shopping centers, sports and entertainment complexes, hospitals, universities and more at some of the most prestigious locations in America.

Airport Shuttle Bus Expertise

SP+'s extensive experience in the management and operation of airport parking facilities and shuttle operations gives us unique insight into the customer service requirements and operating demands of airport shuttle operations. Our experience in managing, operating and maintaining sophisticated shuttle bus systems at airports from coast-to-coast is unmatched.

Our goal, commitment and focus are to provide world class transportation service to the employees and travelers at the airports we serve. We understand the importance of maintaining a consistent service that features precise headways, safe curbside management, well groomed and courteous employees, clear announcements and clean, well maintained vehicles.

SP+ safely transports over 41 million airport passengers annually with a fleet of over 700 buses

Airport Focused Transportation Experts

Unlike other transportation providers, **SP+**'s Airport Transportation Services Division focuses exclusively on the unique and complex logistics of airport transportation, and is recognized as an industry leader in innovations, creative solutions and complex operations. This commitment and quality of transportation service is reflected in some of the airports highlighted within this section.

Our in-depth understanding of delivering safe, customer-driven, timely transportation, and the fundamental issues impacting shuttle bus operations and airport landside environments, melded with our ability to make informed decisions about customer service, costs, emergencies, safety and operating efficiencies thoroughly prepares us to continue to provide exemplary shuttle service to the customers of Gerald R. Ford International Airport. **SP+** currently provides combined parking and shuttle bus services at over 20 U.S. airports, including:

- Dayton International (DAY)
- Cleveland Hopkins International (CLE)
- Southwest Florida International (RSW)
- Richmond International (RIC)
- Cincinnati/Northern Kentucky International (CVG)
- Buffalo Niagara International (BUF)
- Salt Lake City International (SLC)
- Manchester-Boston Regional (MHT)
- George Bush Intercontinental Houston (IAH)
- General Mitchell International (MKE)
- Kansas City International (KCI)
- Long Island MacArthur, New York (ISP)
- Providence / T. F. Green (PVD)
- Akron-Canton Regional (CAK)
- Portland International (PDX)
- Gerald R Ford International (GRR)
- Bishop International (FNT)
- Bellingham International (BLI)

Valet Parking

SP+ has been providing first-class valet parking services for over 40 years, including 15 years at Gerald R. Ford International Airport. We currently manage over 100 valet operations of various types, sizes and complexities at airports, hotels, medical centers and other high-traffic public venues.

SP+ manages more airport valet operations at airports than any parking company in North America, including:

- Chicago O'Hare International Airport
- George Bush Houston Intercontinental Airport
- William P. Hobby Airport (Houston, TX)
- Bob Hope Airport (Burbank, CA)
- Denver International Airport
- San Francisco International Airport
- Miami International Airport
- Portland International Airport
- Cincinnati/Northern Kentucky International Airport
- Jacksonville International Airport
- Dayton International Airport
- Ft. Lauderdale-Hollywood International Airport
- Gerald R. Ford International Airport
- Piedmont Triad International Airport

The locations highlighted in this section speak to our proven ability to take on valet operations smoothly and seamlessly, providing the first-class customer service that starts from the very first car we park.

The following location highlights reflect our ability to rapidly scale and accurately flex operations to meet the unique demands of valet operations, which are routinely subject to significant unpredictable fluctuations in activity.

Bob Hope Airport

The valet parking operation at Bob Hope Airport (Burbank, CA) is the second highest volume airport valet in the country, with more than 1,000 transactions per day at peak, over $8 million in annual revenue and 80 employees. **SP+** took on this high-profile operation as part of the Airport-wide parking and shuttle transition in 2011.

Reference Contact Information	Tom Janowitz, Manager – Landside Operations (818) 729-2242 TJANOWITZ@bur.org
Dates of Operation	February 2011 to present
Total Vehicle Capacity	2,200
Monthly Transactions	12,748
Annual Gross Revenue	$8,350,000

Chicago O'Hare International Airport

Perhaps the best example of our ability to deliver first class services in a demanding airport setting is our valet operation at Chicago's O'Hare International. **SP+** initiated valet service at O'Hare in 1998 and handled just over 20,000 cars during the first year of operation. We now park over 50,000 vehicles and collected over $7 Million in revenue each year.

Although each valet operation is unique, **SP+** has developed comprehensive operating plans that address revenue control and system software, arrival and retrieval procedures, vehicle controls, secure key storage and more, designed specifically for airport locations, large and small

Reference Contact Information	Marcos Fernandez, General Manager – Landside Ops (773) 894-2085 Marcos.Fernandez@cityofchicago.com
Dates of Operation	December 1998 to Present
Total Vehicle Capacity	380
Monthly Transactions	4,416
Annual Gross Revenue	$7,500,000

Denver International Airport

With over 40,000 on-airport parking spaces, Denver International one of the largest airport parking operations in the world. The valet operation is among the busiest, with over 600 spaces in two separate locations, 43 employees, almost $5 Million in annual revenue and over 65,000 transactions per year.

Since taking on the operation in October 2008, **SP+** has improved operations and increased revenue by identifying and reducing potential risk areas, implementing a 'car stacking' system to increase capacity and potential revenue, adding on-site vehicle services and more. Through enhanced training, experienced management and accountability, we have significantly reduced damage claims.

Reference Contact Information	Dorothy Harris, Senior Vice President – Parking & Transportations Systems (303) 342-4084 dorothy.harris@flydenver.com
Dates of Operation	October 2008 to present
Total Vehicle Capacity	647
Monthly Transactions	5,458
Annual Gross Revenue	$4,800,000

William P. Hobby Airport (Houston, TX)

The HOU valet operation, launched in November 2012 by **SP+**, has been an extremely popular addition to the parking options at the airport. The first year of operations grossed over $1.8 Million on 36,000 transactions – and continues to grow each month.

Reference Contact Information	Ian Wadsworth – Deputy Director (281) 233-1682 Ian.Wadsworth@houstontx.gov
Dates of Operation	November 2012 to Present
Total Vehicle Capacity	252
Monthly Transactions	3,042
Annual Gross Revenue	$1,800,000

George Bush Intercontinental Airport (Houston, TX)

In June 2012, **SP+** launched valet services at IAH. The valet operation has 551 spaces in four drop off locations, 41 employees, and in less than two years grew to over $3 Million in annual revenue and over 48,000 transactions per year.

Reference Contact Information	Ian Wadsworth – Deputy Director (281) 233-1682 Ian.Wadsworth@houstontx.gov
Dates of Operation	June 2012 – Present
Total Vehicle Capacity	551
Monthly Transactions	4,045
Annual Gross Revenue	$3,000,000

Advance planning, detailed operating procedures and first-class training from the valet experts at our wholly-owned USA Parking ensured that both operations were launched seamlessly and fully operational from the first day of operations. The highest attention to detail keeps service levels first-class as valet business continues to increase at both Houston Airports.

Portland International Airport

SP+ initiated premier "Gold Key" curbside valet service at PDX in 2007. **SP+** worked closely with PDX staff on every phase of this start-up operation including development of the operating plan and budget, booth design and procurement, branding, signage, uniforms, the PARC system and valet software, and development of a marketing campaign.

Reference Contact Information	Steve Koester, Parking Manager (503) 415-6529 steven.koester@portofportland.com
Dates of Operation	October 2007 to present
Total Vehicle Capacity	100
Monthly Transactions	747
Annual Gross Revenue	$629,000

Cincinnati-Northern Kentucky International Airport

SP+ has been operating the valet parking service at CVG since May of 2009. The transition of this high-profile, curbside operation was seamless. The upgrade in appearance, operations and customer service levels resulted in an immediate uptick in business. Among other improvements, **SP+** brought in a new, valet-specific revenue control and vehicle tracking system.

SP+ and CVG have partnered with a local Mercedes Benz dealership to supply ticket stock in exchange for advertising. The Mercedes Benz dealership also provides USA Today newspapers as an amenity to CVG valet customers.

Reference Contact Information	Lisa Ransom, Manager – Parking & Ground Transportation (859) 767-7023 lransom@cvgairport.com
Dates of Operation	May 2009 to Present
Total Vehicle Capacity	188
Monthly Transactions	1,502
Annual Gross Revenue	$877,000

5. Airport Parking and Shuttle Locations

The Proposer shall identify all Airport locations which it currently operates or at which it has operated parking and/or shuttle bus operations for the most recent five (5) years.

Please see the tables that follow for a full listing of all of SP+'s Airport parking and shuttle locations, for the past 5 years.

6. References

Provide the (i) name and current telephone number of a reference for each facility; (ii) the dates of the beginning and the end of the Term; (iii) a description of the service and scope of operations provided at each location along with size of parking areas, shuttle service routes, volume of shuttle passengers, and number of shuttles and vehicles; (iv) gross revenues and expenses of the most current operating budget; (v) type of agreement, e.g., management or concession; and (vi) the type of revenue equipment in operation. The aforementioned entities may be contacted by the City to obtain information regarding the Proposer's operation and performance, including, but not limited to, the effectiveness and quality of operation, customer complaint record, financial status, timeliness of deposits and payments, and overall satisfaction with performance.

Please see the following tables for a detailed breakdown of the required airport location information.

SP+
Airport Combined Parking and Shuttle Locations
2011 - 2015

Airport Locations and References	Beginning Date	Term End Date	Description of Service	Size - Parking Spaces	Number of Shuttle Routes	Annual Passenger Volume	Vehicles No.	Vehicles Type	Annual Gross Revenues	Annual Expenses	Type of Agreement	Type of Revenue Equipment
Combined Operations (Parking and Shuttle)												
Akron-Canton (CAK) Rick McQueen 330-499-4059	1971	3/31/2027	Parking Shuttle	3,805	1	345,000	10	E450 Cutaway	$ 8,300,000	$ 2,380,000	Concession	Fed APD
Bellingham (BLI) Sunil Harman 360-672-2500	1988	3/31/2016	Parking Shuttle	2,800	2	66,762	3	Ford E450 Cutaway	$ 4,000,000	$ 1,080,000	Management	Fed APD
Bob Hope International (BUR) Denis Carvill 618-840-8840	2012	6/30/2016	Parking Valet Shuttle	6,453	3	750,000	14	ElDorado EZ Rider	$ 19,260,000	$ 6,313,000	Management	SkiData
Buffalo Niagara International (BUF) William Vanecek 716-630-6070	2007	11/30/2017	Parking Shuttle	7,351	4	1,071,000	22	Ford D450 Cutaway	$ 19,500,000	$ 5,028,000	Management	Amano
Cincinnati/Northern Kentucky International (CVG) Lisa Ransom 859-767-7023	2005	10/31/2019	Parking Valet Shuttle	16,430	2	318,100	14 8	Chevy 3500 Chevy 4500	$ 22,465,500	$ 3,838,000	Management	Amano
Cleveland Hopkins International (CLE) Bill Mullins 216-265-6500	1951	1/31/2022	Parking Shuttle Valet Ground Transportation	7,125	2	759,000	8 2	Ford 550 Entourage Ford 550 Entourage	$ 18,700,000	$ 4,786,000	Management	Zeag
Dayton International (DAY) Terry Slaybaugh 937-454-8212	2012	10/31/2020	Parking Valet Taxi Dispatch Shuttle	8,282	2	24,128	6	Ford 450 Cutaway	$ 12,500,000	$ 2,335,000	Management	SkiData
Flint Bishop (FNT) James Rice 810-235-6560	September 1999	8/31/2019	Parking Shuttle	3,490	1	150,000	4	Glaval Titan	$ 4,200,000	$ 1,202,000	Management	Amano
General Mitchell International (MKE) John Moore 414-747-5705	2002	8/31/2017	Parking Ground Transportation Shuttle	13,552	3	1,250,000	11	Aerotech 450 Cutaway	$ 28,000,000	$ 3,635,000	Management	FedAPD
George Bush Intercontinental (IAH) Ian Wadsworth 281-233-1682	2000	1/1/2017	Parking Valet Shuttle	25,917	1	739,500	30	ElDorado Aerotech	$ 64,900,000	$ 10,821,000	Concession	Amano
Gerald Ford International (GRR) Brian Picardat 616-233-6000	2000	2/28/2016	Parking Valet Shuttle	8,130	2	47,356	4	Glaval Cutaways	$ 13,600,000	$ 845,000	Management	FedAPD
Harrisburg International (MDT) Timothy Edwards 717-948-5900	2003	6/30/2017	Parking Shuttle	6,177	1	375,000	3 1	Ford Champion Freightliner Defender	$ 8,400,000	$ 2,300,000	Management	ACS
Hartsfield-Jackson Atlanta International (ATL) Katie Stanciel 404-530-7837	October 2009	3/31/2016	Parking Shuttle	35,367	3	2,241,592	52 18 36 1	Ford ElDorado Ford Glaval Ford Aerolite Gillig	$ 120,700,000	$ 23,232,000	Management	ACS
Islip MacArthur (ISP) Bob Schaefer 631-467-3300	1985	4/30/2029	Parking Shuttle	2,653	1	228,000	3	Glaval Cutaway	$ 5,800,000	$ 1,012,000	Concession	Amano
Jacksonville International (JAX) Nancy Coppen 904-741-3628	2012	5/31/17	Parking Valet Shuttle	8,393	2	316,000	9	Ford Starcraft	$ 18,062,355	$ 2,387,000	Management	Amano - Parking CVPS - Valet
Kansas City International (KCI) Dave Long 816-243-3027	2009	11/30/2016	Parking Shuttle	24,573	1	133,110	3 6	Glaval Cutaway International Champion	$ 46,800,000	$ 6,187,000	Management	FedAPD
Los Angeles International (LAX) Marisa Katnich 424-646-9256	2007	5/31/16	Parking Shuttle	20,101	as needed	15,720	4	Chevy BU	$ 82,093,551	$ 23,173,000	Management	Cubic
Louis Armstrong New Orleans International (MSY) Walter Krygowski 504-464-2725	1995	6/30/2018	Parking Shuttle	8,000	1	650,000	4 3	Ford Goshen CG II Ford Champion E450	$ 19,900,000	$ 7,560,000	Management	ACS
Manchester-Boston Regional (MHT) David Bush 603-628-6029	1997	3/31/2020	Parking Shuttle	10,777	1	750,000	5	Chevy Express Cutaway	$ 16,608	$ 2,538,000	Management	Amano
Palm Beach International (PBI) Michael Simmons 561-471-7433	1997	9/30/2016	Parking Shuttle	11,400	1	250,000	3	Ford 550	$ 15,641,318	$ 1,606,000	Management	CTR
Portland International (PDX) Steve Koester 503-460-4125	2006	6/30/2018	Parking Valet Ground Transportation Shuttle	15,060	4	2,550,000	24 4	ElDorado EZ Rider Cobus 2700S	$ 48,600,000	$ 6,893,000	Management	Schiedt Bachman

SP+
Airport Combined Parking and Shuttle Locations
2011 - 2015

Airport Locations and References	Beginning Date	Term End Date	Description of Service	Size - Parking Spaces	Number of Shuttle Routes	Annual Passenger Volume	Vehicles		Annual Gross Revenues	Annual Expenses	Type of Agreement	Type of Revenue Equipment
							No.	Type				
Portland Jetport, Maine (PWM) Paul Bradbury 207-772-0690	1979	Month-to-Month	Public Parking Ground Transportation Shuttle	3,081	as needed	0	2 1	Chevy Cutaway Glaval Cutaway	$ 8,000,000	$ 1,497,000	Management	Amano
Providence / T. F. Green (PVD) Brian Schattle 401-737-4000	2007	6/30/2016	Parking Shuttle	9,027	1	597,000	5	E450 Cutaway	$ 20,700,000	$ 3,494,000	Management	FedAPD
Richmond International (RIC) Troy Bell 804-226-3061	November 2008	10/31/2016	Parking Shuttle	9,317	1	284,621	14	Ford E450 Cutaway	$ 17,360,000	$ 2,452,000	Management	Zeag
Roanoke (ROA) Tim Bradshaw 540-362-1999	April 2006	6/30/2017	Parking Shuttle	1,216	1	22,000	1 1	Ford E350 Cutaway GM Express CUTA	$ 2,938,000	$ 559,000	Management	FedAPD
Salt Lake City International (SLC) Bruce Barclay 801-575-2530	2010	10/31/2018	Parking Shuttle	11,833	2	2,555,000	18 2	ElDorado Axess ElDorado Passport	$ 34,673,260	$ 4,478,000	Management	Schiedt Bachman
Southwest Florida International (RSW) Jeff Gray 238-851-3246	1996	9/30/2020	Parking Shuttle	12,749	2	1,448,870	21	Glaval Cutaway	$ 12,400,000	$ 3,396,000	Management	Zeag
Transportation Locations (Shuttle only)												
Kathleen McKeever 703-417-8038	April 2010	4/30/2015	Employee Parking Public Parking CONRAC	N/A	3	3,489,500	13 7 6	Van Hool New Flyer ElDorado Axess	N/A	$ 7,725,158	Management	N/A
Washington Dulles International (IAD) Katherine Ruhl 703-417-8038	April 2010	4/30/2015	Employee Parking Public Parking	N/A	4	3,457,500	6 30 3 4	ElDorado Aerotech Gillig Phantom ElDorado Transmar ElDorado Escorts	N/A	$ 9,136,755	Management	N/A
Dallas-Fort Worth International (DFW) Carolyn Phillips 972-973-4827	March 2000	12/31/2019	CONRAC	N/A	5	4,600,000	40 6	ElDorado Axess Gillig Phantom	N/A	$ 9,875,617	Management	N/A
Peter Barwinkel 972-973-4869	August 2007	7/31/2016	Employee Parking	N/A	4	2,540,000	32	ElDorado EZ Rider	N/A	$ 7,765,209	Management	N/A
Albuquerque International (ABQ) Jack Scherer 505-244-7712	March 2001	6/20/2019	CONRAC	N/A	1	1,250,000	17	ElDorado EZ Rider	N/A	$ 2,404,073	Management	N/A
Airport Parking Operations												
Asheville Regional Airport David Nantz 828-654-3232	2008	4/30/2016	Parking	1,403	N/A	N/A		N/A	$ 2,644,404	$ 355,000.00	Management	Amano
Austin Straubel Int'l. Airport Thomas Miller 920-498-4800	1968	12/31/2018	Parking	1,891	N/A	N/A		N/A	$ 2,400,000	$ 295,000.00	Management	Fed APD
Baton Rouge Metro Airport Anthony Marino 225-355-0333	1961	12/31/2020	Parking	2,012	N/A	N/A		N/A	$ 3,480,000.00	$ 597,000.00	Reverse Management	Amano
Billings Logan Int'l. Airport Kevin Ploehn 406-657-8484	1964	12/31/2016	Parking	810	N/A	N/A		N/A	$ 2,400,000.00	$ 311,000.00	Concession	Fed APD
Bismarck Municipal Airport Gregory Haug 701-222-6502	1977	Month-to-Month	Parking	441	N/A	N/A		N/A	$ 1,600,000.00	$ 272,000.00	Concession	Fed APD
Capital City Airport Robert Selig 517-886-3714	1970	12/31/2018	Parking	1,678	N/A	N/A		N/A	$ 2,000,000.00	$ 579,000.00	Concession	Amano
Charlotte Douglas International Aiport Valerie Boston 704-359-4820	April 2015	3/31/2017	Parking	17,829	N/A	N/A		N/A	$ 39,415,195.00	$ 5,495,000.00	Management	Scheidt & Bachmann
Cherry Capital Airport Kevin Kline 231-947-2250	2004	Month-to-Month	Parking	1,084	N/A	N/A		N/A	$ 1,200,000.00	$ 226,000.00	Concession	Amano
Chicago Midway Int'l. Erin O'Donnell 773-838-060	1997	6/30/2017	Parking Ground Transportation	11,521	N/A	N/A		N/A	$ 3,990,000.00	$ 9,328,000.00	Management	Fed APD
Denver International Airport Dorothy Harris 303-342-4084	2008	1/31/2017	Parking Valet	40,500	N/A	N/A		N/A	$ 153,228,000.00	$ 9,630,000.00	Management	ACS
Detroit Metropolitan Wayne County Airport Matt McGowan 734-955-8776	2002	9/30/2016	Parking Valet	18,088	N/A	N/A		N/A	$ 73,000,000.00	$ 6,280,000.00	Management	ACS
El Paso Int'l. Airport Monica Lombrana 915-780-4715	2007	2/28/2017	Parking	3,473	N/A	N/A		N/A	$ 5,700,000.00	$ 766,000.00	Management	Amano

SP+
Airport Combined Parking and Shuttle Locations
2011 - 2015

Airport Locations and References	Beginning Date	Term End Date	Description of Service	Size - Parking Spaces	Number of Shuttle Routes	Annual Passenger Volume	Vehicles		Annual Gross Revenues	Annual Expenses	Type of Agreement	Type of Revenue Equipment
							No.	Type				
Fresno Yosemite International Airport Melissa Garza 559-621-4500	April 2009	3/31/2017	Parking	2,259	N/A	N/A		N/A	$ 4,756,000.00	$ 368,000.00	Management	Amano
Ft. Lauderdale/Hollywood International Airport Dedrie Regisste 954-359-2453	December 2013	4/30/2016	Parking Valet Ground Transportation	15,971	N/A	N/A		N/A	$ 43,800,000.00	$ 3,800,000.00	Management	CTR
Gallatin Field Brian Sprenger 406-388-6632	1981	8/31/2015	Parking	534	N/A	N/A		N/A	$ 2,200,000.00	$ 288,000.00	Concession	Amano
Glacier Park Int'l. Airport Cindi Martin 406-257-5994	1981	11/30/2019	Parking	330	N/A	N/A		N/A	$ 1,100,000.00	$ 350,000.00	Concession	Amano
Hector International Airport Shawn Dobberstein 701-241-1501	1971	12/31/2018	Parking	1,276	N/A	N/A		N/A	$ 2,900,000.00	$ 645,000.00	Concession	Amano
Fanning Field - Idaho Falls Craig Davis 208-529-1224	1972	12/31/2017	Parking	831	N/A	N/A		N/A	$ 840,000.00	$ 410,000.00	Concession	Amano
Kalamazoo/Battle Creek Int'l. Dave Reed 269-388-3668	1995	6/30/2016	Parking	1,332	N/A	N/A		N/A	$ 1,300,000.00	$ 384,000.00	Management	Amano
Kansas City Int'l. Airport Mark Van Loh 816-243-5285	1999	11/30/2016	Parking Valet	24,573	N/A	N/A		N/A	$ 46,800,000.00	$ 6,187,000.00	Management	Fed APD
Key West International Airport Peter Horton 305-809-5200	December 2010	11/30/2016	Parking	146	N/A	N/A		N/A	$ 270,365.00	$ 116,000.00	Management	Amano
La Crosse Municipal Airport Clint Torp 608-789-7466	1974	12/31/2016	Parking	579	N/A	N/A		N/A	$ 554,385.00	$ 180,000.00	Concession	Data Park
Lincoln Municipal Airport Dave Haring 402-458-2400	1985	10/31/2020	Parking	1,361	N/A	N/A		N/A	$ 1,200,000.00	$ 826,000.00	Reverse Management	Fed APD
MBS International Airport Jeff Nagel 989-695-5555	1970	12/31/2016	Parking	1,823	N/A	N/A		N/A	$ 1,145,000.00	$ 374,000.00	Concession	Amano
Memphis International Airport Scott Brockman 901-922-8075	November 2011	10/31/2016	Parking	7,715	N/A	N/A		N/A	$ 11,300,000.00	$ 1,451,000.00	Management	Scheidt & Bachmann
Miami International Airport Ray Diaz 305-876-7627	October 1996	9/30/2016	Parking Valet	8,437	N/A	N/A		N/A	$ 48,900,000.00	$ 5,341,000.00	Management	ACS
Mobile Regional Airport Jennifer Shearer 251-633-4510	1992	4/30/2016	Parking	1,074	N/A	N/A		N/A	$ 1,665,000.00	$ 519,000.00	Management	Fed APD
Nashville International Airport Jennifer Swallows 615-275-1659	July 2001	6/30/2015	Parking Valet	11,300	N/A	N/A		N/A	$ 34,900,000.00	$ 3,690,000.00	Management	Amano
Niagara Falls Int'l Airport William Vanecek 716-630-6070	2007	11/30/2017	Parking	1,800	N/A	N/A		N/A	$ 1,300,000.00	$ 207,000.00	Management	N/A
O'Hare International Airport Marcos Fernandez 773-894-2085	1993	6/30/2017	Parking Valet	25,845	N/A	N/A		N/A	$ 120,000,000.00	$ 24,138,000.00	Management	Zeag/S&B
Outagamie County Regional Martin Lenss 920-832-2186	2004	6/30/2016	Parking	2,033	N/A	N/A		N/A	$ 2,100,000.00	$ 240,000.00	Management	Zeag
PiedmontTriad Doreann Smith 336-665-2525	1997	12/31/2015	Valet	539	N/A	N/A		N/A	$ 870,743.00	$ 150,000.00	Concession	CVPS
Rapid City Regional Patrick Dame 605-394-4195	1998	12/31/2015	Parking Skycap	885	N/A	N/A		N/A	$ 1,300,000.00	$ 423,000.00	Concession	Fed APD
Roberts Field-Redmond Municipal Airport Zachary Bass 541-504-3499	July 2010	6/30/2017	Parking	1,272	N/A	N/A		N/A	$ 1,800,000.00	$ 177,000.00	Management	Scheidt & Bachmann
Rogue Valley International – Medford Airport Bern Case 541-776-7222	May 2013	4/30/2018	Parking	1,131	N/A	N/A		N/A	$ 2,000,000.00	$ 188,000.00	Reverse Management	Amano
San Francisco International Airport Kevin Van Hoy 650-821-4051	July 2001	6/30/2017	Parking Valet	18,971	N/A	N/A		N/A	$ 101,040,000.00	$ 18,438,000.00	Management	Scheidt & Bachmann

SP+
Airport Combined Parking and Shuttle Locations
2011 - 2015

Airport Locations and References	Beginning Date	Term End Date	Description of Service	Size - Parking Spaces	Number of Shuttle Routes	Annual Passenger Volume	Vehicles		Annual Gross Revenues	Annual Expenses	Type of Agreement	Type of Revenue Equipment
							No.	Type				
Shreveport Regional Airport Bill Cooksey 318-673-5372	2010	Month-to-Month	Parking	858	N/A	N/A		N/A	$ 2,254,000.00	$ 340,000.00	Management	Amano
Sioux Falls Regional Airport Dan Letellier 605-336-0762	1969	12/31/2018	Parking	1,024	N/A	N/A		N/A	$ 3,400,000.00	$ 480,000.00	Reverse Management	Amano
Springfield/Branson National Airport Brian Weiler 417-869-0300	1998	5/6/2019	Parking	1,176	N/A	N/A		N/A	$ 3,700,000.00	$ 563,000.00	Concession	WPS
Syracuse Hancock International Airport Christina Callahan 315-454-3263	1998	11/20/2015	Parking	3,924	N/A	N/A		N/A	$ 8,900,000.00	$ 1,500,000.00	Reverse Management	Skidata
Tri-Cities Regional Airport Patrick Wilson 423-323-6288	1959	6/30/2016	Parking	1,340	N/A	N/A		N/A	$ 1,800,000.00	$ 292,000.00	Management	Amano
Westchester County Airport Peter Scherer 914-995-3980	1979	7/31/2024	Parking	1,170	N/A	N/A		N/A	$ 9,100,000.00	$ 1,560,000.00	Management	Fed APD
Wilkes-Barre Scranton Int'l. Barry Centini 570-602-2000	1974	7/31/2019	Parking	1,114	N/A	N/A		N/A	$ 2,200,000.00	$ 499,000.00	Concession	Fed APD
William P. Hobby Airport Ian Wadsworth 281-233-1682	January 2000	1/29/2016	Parking Valet	5,532	N/A	N/A		N/A	$ 21,600,000.00	$ 2,216,000.00	Concession	Amano
Wilmington International Airport Jim Morton 910-341-4333	October 2002	9/302019	Parking	1,246	N/A	N/A		N/A	$ 3,175,961.00	$ 506,000.00	Management	Fed APD
Prior Parking Operations **NOTE: Current Gross Revenues and Expenses of the currrent Operating Budget are unavailable for prior locations, as SP+ no longer holds these contracts**												
Amarillo Int'l. Airport Scott Carr 864.848.6222	1994	2/28/15	Parking	1,465	N/A	N/A		N/A	Unavailable	Unavailable	Lease	Fed APD
Dothan Regional Airport Art Morris 334-983-8100	1968	10/31/12	Parking	488	N/A	N/A		N/A	Unavailable	Unavailable	Management	Amano
Duluth Int'l. Airport Brian Ryks 616-233-6000	1993	12/31/11	Parking	555	N/A	N/A		N/A	Unavailable	Unavailable	Management	Amano
Ft. Wayne Int'l. Airport Torrance Richardson 614-239-4016	1968	9/30/13	Parking	2,095	N/A	N/A		N/A	Unavailable	Unavailable	Management	Amano
Gallatin Field Airport Scott Humphrey 406-388-6632	(i) References	12/31/15	Parking	534	N/A	N/A		N/A	Unavailable	Unavailable	Lease	Amano
Ithaca Tompkins Airport Robert Nicholas 607-257-0456	1994	3/31/06	Parking	429	N/A	N/A		N/A	Unavailable	Unavailable	Management	Amano
Jackson-Evers Int'l. Airport* Gary Cohen 601-939-5631 (Central Parking location, operated as New South Parking)	1994	9/30/11	Parking	2,132	N/A	N/A		N/A	Unavailable	Unavailable	Management	Fed APD
Kahului Airport Marvin Moniz 808-838-8607	1998	9/30/16	Parking	2,326	N/A	N/A		N/A	Unavailable	Unavailable	Concession	Amano
Kapalua Airport Roy Sakata 808-838-8607	1998	9/30/16	Parking	100	N/A	N/A		N/A	Unavailable	Unavailable	Concession	N/A
Nashville International Airport Jennifer Swallows 615-275-1659	2001	4/30/15	Parking, Valet	11,300	N/A	N/A		N/A	Unavailable	Unavailable	Management	Amano
Rapid City Regional Cameron Humphres 605-394-4195	1998	1/31/16	Parking, Skycap	885	N/A	N/A		N/A	Unavailable	Unavailable	Lease	Fed APD
Ronald Reagan Washington National Airport Kathleen McKeever 703-417-8038	4/1/2010	4/30/16	Shuttle	N/A	27 Shuttle Buses (22-Pass and 30-Pass)	3,489,500	9 11 6	Van Hool New Flyer El Dorado Axess	Unavailable	Unavailable	Hourly Rate	N/A
Syracuse Hancock International Airport Christina Callahan 315-454-3263	1998	1/31/16	Parking	3,924	N/A	N/A		N/A	Unavailable	Unavailable	Concession	SkiData
Washington Dulles Int'l. Airport Katherine Ruhl 703-417-8666	4/1/2010	4/30/16	Shuttle	N/A	43 Shuttle Buses (34-Pass)	3,457,500	27 15	Gillig Phantom New Flyer	Unavailable	Unavailable	Hourly Rate	N/A

F. OPERATION, MANAGEMENT, AND PERSONNEL PLAN

F. OPERATION, MANAGEMENT, AND PERSONNEL PLAN

1. SP+ CORPORATE MANAGEMENT SUPPORT

The Proposer shall demonstrate its proposed management and other staff personnel are fully capable and qualified to handle the duties and responsibilities of an operation of the size and complexity of the parking, valet, and shuttle buses at the Airport. Include any valet parking and other parking management, maintenance and shuttle bus experience at airports or other location within the past ten (10) years.

Airport Parking Specialists

SP+ is set apart from the competition by managing our airport operations through a dedicated Airport Services Division, allowing us to focus solely on the unique needs of airports. Our multi-disciplined team is made up of over 40 of the parking industry's most knowledgeable airport professionals including; accountants, analysts, revenue control and technology specialists, transportation, marketing and business development experts, regional managers and senior executives – all dedicated exclusively to our airport clients and their operations. With over 60 years of airport-specific parking experience and an Airport management team with over 200 years of airport parking and landside experience, no other company can assemble a comparable organization.

SP+ Corporate Oversight and Support

Walt Gray–Regional Manager, West Airports – Our proposed General Manager, John White, will be supported by a highly qualified management team – including Houston-based Regional Manager Walt Gray. Walt currently directly oversees the contracts for George Bush Intercontinental and William P. Hobby International Airports. Walt has extensive experience in oversight of the combined services offered at ABIA as parking, valet and shuttle management are all part of his scope of duties in Houston. Walt's mission is to ensure quality performance oversight through site visits, operations reviews and contract compliance inspections. He is an experienced parking manager with over 20 years in the airport parking industry for both off-airport and on-airport parking. Walt has provided the Houston Airports with recommendations to improve operations, revenues and customer service through employee meetings, an online reservation program, covered parking on surface lots and increased use of automation. Walt is a resource to all of our Airport managers and provides suggestions and solutions to day-to-day issues that may arise.

Walt is also an expert on online revenue control systems and is directly responsible for the Amano McGann system in Houston, overseeing the initial installation as well as numerous improvements and upgrades over the years. He introduced automation at the Houston Airports, including the development of an economy lot, ecopark2 at Hobby Airport, which is completely automated and unstaffed. Walt will be an invaluable asset to ABIA during the transition to the new highly automated revenue control system.

Walt is also a shuttle operations expert and currently oversees a fleet of over 30 busses at George Bush Intercontinental Airport. To reduce costs and improve operational efficiency, he developed an in-house repair shop for all bus repairs. In 2011, he oversaw the re-branding of the Economy Lot as "ecopark" and deployment of a fleet of Compressed Natural Gas (CNG) fueled shuttle buses. This program was developed to coincide with City of Houston Mayor Annise Parker's drive to "Clean and Green". Walt and his team continually assess the shuttle bus operation for ways to improve customer service and streamline operations.

Walt is a graduate of Southwestern University with a BBA in Marketing and Economics.

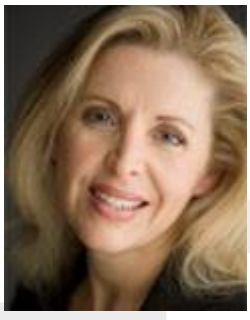
Jason Finch – Senior Vice President, West Airports - Jason is the Senior Vice President of West Coast Airport Operations and is based at San Francisco International Airport. His division currently contains 26 airports of large, medium and small hub status, including Denver International, Salt Lake City and El Paso International Airports. His airport portfolio includes oversight of several contracts that include all three of the combined parking, shuttle and valet services offered at ABIA, including Houston George Bush Intercontinental and Portland International Airports. Our Bob Hope Burbank Airport has one of the busiest airport valet operations with over 1,000 cars parked on peak weekdays. Jason has focused heavily on introducing new amenities to Airports, such as the mobile car wash, ambassador program and dry cleaning services included in our proposal for ABIA.

Over the last 24 years Jason has served in leadership capacities in the Company's domestic and former international operations. Fluent in Spanish, Jason previously was Vice President of our South America division with operations in 8 countries, including Mexico, Chile, Peru and Venezuela. In his role Jason was deeply involved in the company's successful bid to operate the airports in the capital cities of Santiago, Chile and Bogota, Colombia. As former regional manager for Florida, Jason gained airport experience with oversight responsibility of Miami International Airport.

Steve Witte – Director of Accounting, Airport and Transportation Division - Steve began his career with **SP+** in 1997 and held several management positions within **SP+**'s financial organization until he was promoted in 2000 to his current position of Director of Accounting – Airport & Transportation Division. Steve directs a staff of nine professionals whose responsibilities encompass all accounting functions as to they relate Payroll Data Input, Revenue Processing, Accounts Payable Processing, P&L Review, Annual Budgeting and Financial Forecasting.

Steve was instrumental in the reorganization of **SP+**'s accounting department, which created a separate accounting division to support and focus solely on the airport and transportation markets. With the new structure in place, **SP+** was able to capitalize on an already existing knowledge base and utilize its experience in the administration of Airport and Transportation contracts to provide a financial support staff unparalleled in the industry. Steve and his staff will work directly with all levels of **SP+**'s operations management team in addressing the monthly financial requirements.

Pamela Brown – Senior Vice President, Airport Development - Ms. Brown brings over 20 years of experience in the airport sector; with particular focus on business development, properties and landside passenger services. She joined **SP+** in 2006 after having spent the prior 6 years in airport wireless and related IT business solutions. During that time she worked on projects for IBM, Sprint, and Laptop Lane, in addition to several airports.



Ms. Brown started her airport career at the Santa Barbara Municipal Airport where she managed over 130 contracts, licenses, permits and operating agreements. Her successes there included implementation and oversight of a new parking operator and transition to a management contract. She then worked for the Port of Portland, developing and managing various business, properties, concession and operational contracts at Portland International Airport and the Port's three general aviation airports, as well as certain land acquisition projects. She was also the Concession Program DBE Coordinator at PDX.

Among other duties, Pam is responsible for development and oversight of marketing programs and other special initiatives at **SP+**'s various airport locations across the country. She also serves as DBE liaison for **SP+**'s Airport Division.

Dan Murray – Vice President Airport/SP+ Transportation

Dan started with **SP+** in 1986 as a management trainee. Since 2001, Dan has served as the Vice President of the Company's Airport Transportation Group, which includes 31 distinct airport transportation contracts. **SP+'s** Transportation Division safely transports 40 Million passengers using a fleet of 750 buses. His responsibilities include supervision of consolidated rental car facility, employee and public parking shuttle systems at airports in Dallas (DFW), Cleveland, Albuquerque, and San Diego. His diverse experience includes airport shuttle parking, valet operations, airport parking (domestic and international), hospitals, urban, and special events parking. Dan was the lead representative that initiated the DFW operation, the Company's largest single transportation contract. The operation includes the management and maintenance of 128 buses, employs over 400 associates and has oversight of operating budgets exceeding $25 Million. He is a skilled union negotiator and currently holds a CDL Class B license with passenger endorsement.

Rick Kreiter – Managing Director, SP+ Transportation

Rick is integrally involved in the management and operation of **SP+** Transportation's nationwide transportation operations. He previously served as President and Chief Operating Officer of Veolia Transportation Services, Inc., ShuttlePort Transportation Services, Inc., ATC/Vancom's International Division and its operations in support of the Summer Olympic games' in Atlanta, as well as Executive Vice President and General Counsel of its school bus and public transit operations. Rick has started-up and managed airport transportation systems throughout the country including projects at Phoenix Sky Harbor, Ft. Lauderdale-Hollywood, San Jose, Dulles, Oakland and Washington Reagan and San Diego most recently in January 2016. He is a graduate of the University of Illinois, Champaign-Urbana and Northwestern University School of Law.

Christina Combs – Manager, Airport Business Development

Christina has a Bachelor's Degree in Economics from the University of Florida and brings over 23 years of hospitality experience to our team. She has an extensive background in hospitality operations, with a focus on valet/parking departments. Prior to joining SP+, Christina spent 15 years with the award winning Ritz-Carlton Hotel Company. She dedicated over half of her tenure within Ritz-Carlton to leading the company Quality and Training efforts and was a certified facilitator for The Ritz-Carlton, Leadership Center presenting across the country for The Ritz-Carlton brand and educating on Leadership Excellence.

Christina joined SP+ in 2011 as Vice President of Training and Quality directing staff orientation, training and on-boarding efforts, supporting ongoing operations and new location openings. During this time she also trained at the Disney Institute in Leadership and Organizational Effectiveness. As part of the SP+ Training team, Christina was key in driving the development of new customer service focused training materials for SP+ University.

In 2015 Christina joined the Airport Services team where she develops focused training programs for the Airport Services division, and supports marketing and other special initiatives for our airport clients.

Jack Ricchiuto - Executive Vice President, Airports & Transportation - Jack directs all airport and ground transportation contracts for the company through a staff of Senior Vice Presidents and Operating Vice Presidents assigned to specific geographic territories. Jack began his career with the company in 1980 as a Management Trainee, became Operations Manager in 1982, and in 1985 his responsibilities expanded as he took on the role of District Manager.

In 1988, Jack became a Regional Manager covering **SP+**'s Northeast Urban Properties and soon after was promoted to Vice President. In July of 1994, he was named Senior Vice President, and his responsibilities expanded to include airport and transportation contract administration in the Central and Eastern United States. Jack was promoted to Executive Vice President in January of 2003 and manages the airport division.

As Executive Vice President, Jack focuses on achieving the long-term strategic objectives of each client. His primary focus centers on contract administration, revenue and volume trend analysis, financial performance and consultation on service enhancement, facility enhancement and marketing support strategies. Jack also has an extensive knowledge of revenue control systems and actively assists airports in selection and implementation of technology to improve operating efficiencies through automation.

Jack is a member of Airport Ground Transportation Association, American Association of Airport Executives and Airport Council International, where he participates actively through speaking engagements and workshop sessions to further improve the industry. He is a graduate of Bowling Green State University with a Bachelor of Science degree, and performed graduate work at Cleveland State University.

2. PROPOSED GENERAL MANAGER

Provide the name, address, and a complete resume of the qualifications and experience of the Proposer's proposed General Manager (GM) along with his/her relevant experience, and scope of responsibility. The proposed GM shall have a minimum of five (5) years of management experience with three (3) years at an airport operation. The GM shall also be interviewed by City prior to the execution of the Agreement to be awarded.

John White – Proposed General Manager – We are proud to present John White as General Manager for the Austin-Bergstrom International Airport parking, shuttle and valet operations. John has over 10 years of direct airport parking management experience and has managed operations similar in scope to those at ABIA, including oversight of parking, shuttle and valet, and far exceeds the minimum requirements set forth in the RFP. John began his parking career with SP+ as the Shuttle Manager at Port Columbus International Airport in 2005 and subsequently assumed larger roles and gained invaluable experience as the Shuttle Operations Manager at our Dallas/Ft. Worth International and Detroit Wayne County Metropolitan Airports. In 2012, John took over as General Manager at our Cincinnati/Northern Kentucky International Airport (CVG) operation, managing over $24 million of annual revenue and 17,000+ parking spaces. At CVG, John oversaw the parking and valet operations, a fleet of 23 shuttle buses, and a shuttle maintenance facility. John's desire to return to Texas in 2015 coincided with a vacancy and his ultimate acceptance of the Senior Facility Manager position at George Bush Intercontinental Airport in Houston.

John has a proven track record as a highly skilled, qualified manager and is passionate about his job. He will be a tremendous asset to the Austin-Bergstrom International Airport parking operation.

JOHN WHITE, GENERAL MANAGER RESUME

Work History

December 2012 to January 2016 — ***General Manager***
SP + — ***Cincinnati/Northern Kentucky International Airport***

- Managed all aspects of a large, complex airport parking facility with annual revenues of over $24 million, 13,481 public parking spaces and 4,400 employee parking spaces
- Launched the CVG Courtesy Shuttle Service, including procurement of shuttle carts and hiring and training of staff, which assists customers with luggage and transports them to the Terminal entrance
- Increased customer service levels by setting high standards and creating a culture of operational excellence by empowering staff with ongoing SP+ training, assignment of mentors, close supervision and client feedback
- Worked with the Airport and SP+ to launch Premier Reserve Parking, an online reservation system that increases parking revenues by having customers commit to parking in on-airport facilities in advance for an additional $4 fee
- Managed fleet of 23 shuttle buses and shuttle bus maintenance facility
- Oversees snow removal in multiple facilities to ensure the safety of customers and Airport employees
- Managed a diverse workforce of Assistant Managers, Parking and Shuttle Supervisors, Auditing Staff, Cashiers, Valets, Shuttle Drivers, Courtesy Cart Drivers, Inventory Personnel, Maintenance Supervisor and Maintenance personnel
- Developed/revised budgets for Parking, Shuttle and Valet operations to meet client's requirements

- Oversaw the daily maintenance and custodial functions of multiple facilities to ensure cleanliness, an excellent first impression of CVG and the safety of our customers
- Managed a productive and well trained workforce, ensuring all employees are performing their job functions in a safe and efficient manner while maintaining an excellent client image

July 2008 to November 2012 ***Assistant General Manager***
SP+ ***George Bush Intercontinental Airport***

As the Assistant General Manager at IAH, John's responsibilities included assisting the General Manager with the day-to-day operations of the following:

- Oversight of fifteen parking facilities, totally almost 30,000 spaces
- Oversaw staff of 3 Area Managers, 13 Assistant Area Managers, 70 Shuttle Drivers, 44 Cashiers
- Supervision of the collection and reporting of over $67 million per year in revenues and 2 million transactions per year
- Shuttle bus operation with 30 buses, including maintenance facility and related personnel
- Oversight of valet parking operation
- Review of all operational schedules
- Management of License Plate Inventory
- Monitors headway times
- Maintains operational logs for passenger loads

October 2007 to June 2008 ***Assistant General Manager***
SP+ ***Detroit Metropolitan Wayne County Airport***

- Direct oversight of Valet Operation
- Complete weekly reports for client
- Monitor staffing levels
- Oversight of facility maintenance and snow removal
- Review of all operational schedules
- Oversees staff of 2 Operations Managers, 9 Area Managers, 9 Supervisors and 75 Associates

March 2007 to September 2007 ***Shuttle Operations Manager***
SP+ ***Dallas/Fort Worth International Airport***

- Reduce Overtime percentage from 11.5% to 2.7% in a 3 month period
- Prepare monthly reports and invoices for client
- Maintain schedule for Terminal Link and Employee Shuttle Contracts
- Maintain all operational logs including Vehicle Service Logs and Passenger loads

- Monitors headway times and shuttle spacing – adjusts as needed
- Oversees staff of 8 supervisors, 8 lead drivers, 8 dispatchers and 230 drivers

October 2005 to February 2007 ***Shuttle Operations Manager***
Central Parking ***Port Columbus International Airport***

- Reviewed monthly shuttle operations P&L
- Reviewed payroll records and ensures proper allocation of shuttle bus driver payroll
- Review and implement shuttle bus operating schedules
- Instituted new bumper-to-bumper shuttle bus service in the Airport's Blue parking lot
- Monitored service levels for all shuttle lots
- Maintained all operating logs including Vehicle Maintenance, Vehicle Activity and Passenger loads
- Ensured adherence to established preventative maintenance schedules for all vehicles - shuttle bus and service vehicles
- Monitored headway times and shuttle spacing – adjusts as needed
- Oversaw staff of 9 shuttle supervisors and 77 shuttle bus drivers
- Oversight of facility maintenance program and snow removal efforts

May 2005 - September 2005 ***Manager Cab Storage Project***
ODW Contract Services

- Directly oversee Cabs to Garland Project for International Truck and Engine

November 2002 - May2005 ***Operations Manager***
Flight line Logistics

- Directly oversee the daily operation of a package delivery company
- Supervise 25 drivers
- Oversee a.m. and p.m. operations to DHL standards
- Complete payroll, employee reviews, hires and train new employees

3. MANAGEMENT POLICIES

Describe the management policies and practices that the Proposer would incorporate in the operation of all parking facilities, including but not limited to shuttle operations, valet, and security at the Airport. Describe the management individual(s) who will be the point of contact for coordination with the City.

Our mission is to provide the Austin-Bergstrom International Airport and its valued patrons with the best possible service through excellence, innovation and efficiency in management provided by a superior team of parking professionals dedicated to the highest levels of customer service and operational performance. To carry out this mission, **SP+** has developed and implemented a successful operations plan, specific to the demands and conditions of ABIA.

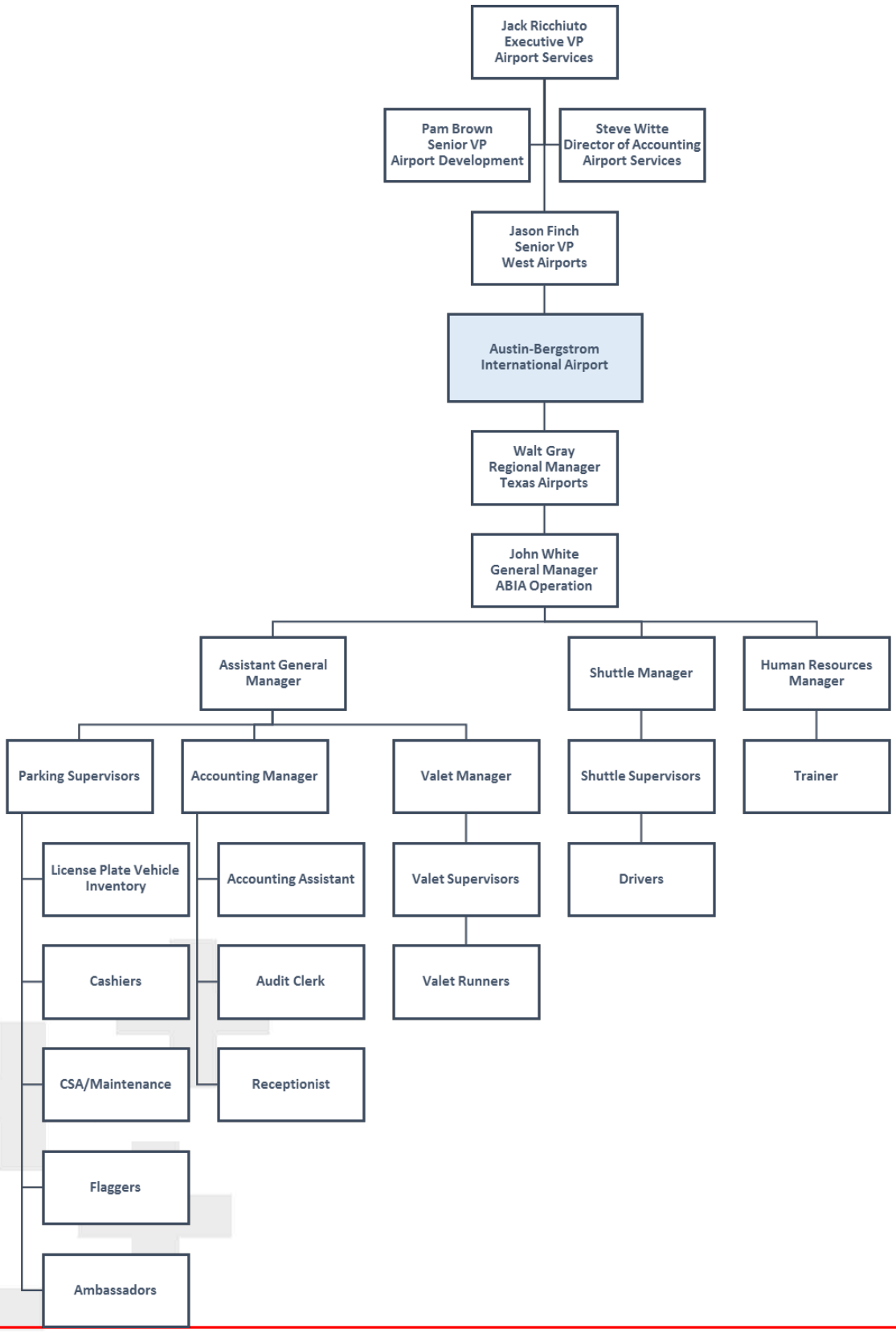
Section D – Operation Plan provides additional detail and explanation of some of the very important processes and procedures **SP+** conducts to ensure the integrity of your parking assets and revenues, the safety of your operating environment and the quality of the customer experience at ABIA.

Point of Contact with the City

Our local General Manager, John White, will be the primary point of contact for coordination with the City. Although John is on call 24 hours per day, in his absence the Assistant General Manager or manager on duty will serve as back-up contact for the City. Prior to the start of operations, the City will be provided a contact list with phone numbers for all primary local, regional and corporate support personnel.

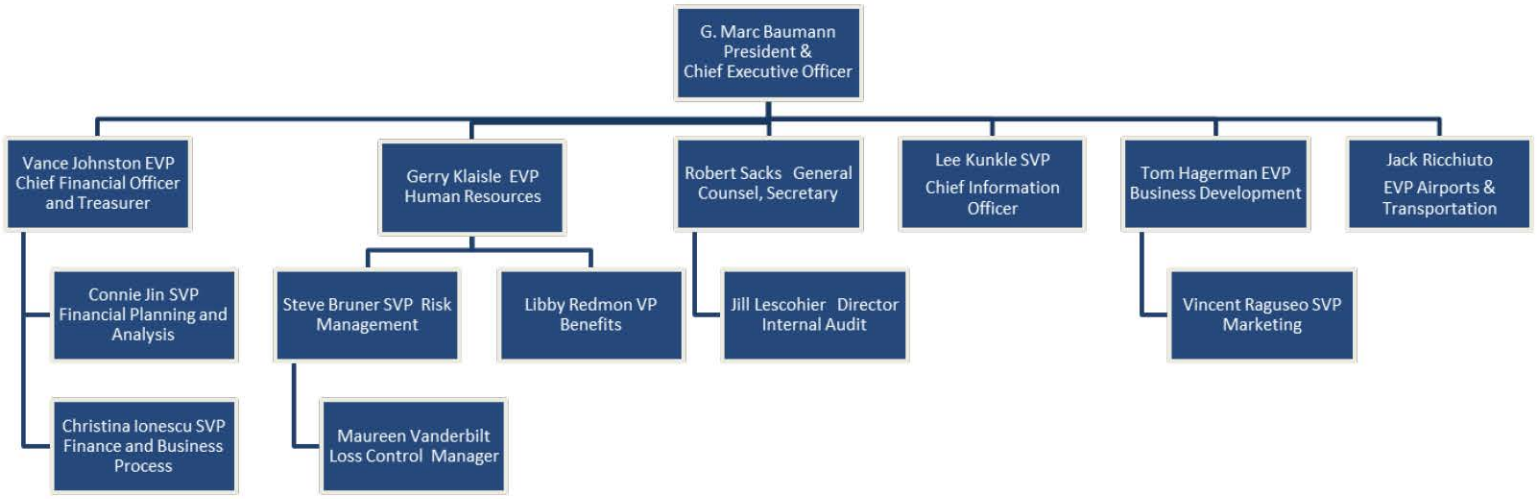
4. AIRPORT OPERATION ORGANIZATIONAL CHART

Submit a detailed organizational chart for the proposed Airport operation showing the various positions and City relative to the Proposer's overall parent and/or subcontractor's organization.



5. CORPORATE ORGANIZATIONAL CHART

Submit a chart of the Proposer and its corporate relationships, including any parent, subsidiary, and related entities.



6. STAFFING CHART

Submit staffing charts and tables showing the proposed schedule and number of management and non-supervisory personnel to manage and operate 24 hours a day, seven days a week, including provisions for peak periods. Schedules for all parking and shuttle operation employees, inclusive of valet, and fleet maintenance operations/service coverage should match demand and activity patterns. This information shall clearly identify staffing levels by job classification and location, by full and part-time positions by shift, and should indicate the total number and positions of personnel on-site for all shifts proposed.

As indicated in our cover letter, **SP+** performed multiple site visits throughout various times of the day to view both peak and non-peak hours and days of operation. We also reviewed and compared similar size airports in our portfolio, the information provided in the RFP (including revenue and transactions), and other data, such as enplanements. Based on these findings, we are confident the parking facilities can be operated more efficiently with a smaller staff. As noted in the schedules provided by the Airport, the valet operation currently staffs and average 19 attendants per day with as many as 10 employees on the A shift. However, the valet at ABIA averages 100 daily transactions, or about 6 cars per hour, for the 16 daily hours of operation. Our staffing schedule utilizes 4 valet employees per shift, which is more in line with our operations with similar transactional volume.

Instead of the current multiple supervisors per shift, **SP+** proposes to employ a Valet Manager for weekday operations and valet supervisors during off-peak hours. Weekdays typically represent the busiest period for airport valet operations. This upgraded managerial position will ensure greater employee accountability, productivity and a consistent service level. While we never saw more than a few cars on the drive at any time, ABIA has an ample staging area and multiple lanes at the middle curb where guests arrive. In the event of heavier than normal valet activity, multiple cars could be staged without impeding traffic and additional managerial and supervisory staff from the self-parking operation could be used for additional support.

We also noticed three booths consistently staffed with cashiers at the Main Plaza exit after 10pm, despite very few remaining arriving flights. Given the Airport has indicated that 80-85% of all transactions are paid for with a credit card, customers do not require cashier interaction and instead can pay in an automated lane. Our proposal aligns staffing needs with flight demands and also accounts for reaping greater synergies from the combined operation. For example, at many other **SP+** airports we use supervisors to redirect patrons waiting in a staffed lane to an automated lane if paying with a credit card. We also deploy signage, marketing and other materials that promote the ease and convenience of using automated lanes.

We believe the operation is currently over staffed and our plan will capitalize on the synergies and operational efficiencies of the combined parking, shuttle and valet operations. Our valet staffing plan saves ABIA 168 hours per week or almost $114,000 a year in base wages alone. **In total we recommend 968 less hours per week between the Parking and Valet operations. At the recently increased Living Wage of $13.03 per hour, this amounts to annual savings of over $655,000 in base wages alone for ABIA**.

Like the current provider, **SP+** intends to contract a local and competent company to provide maintenance to the shuttle and service vehicle fleet. The majority of maintenance work will be performed at the Airport-provided on-site facility and in frequency and number of employees to ensure sufficient buses are operational at all times to meet traffic demand. As more thoroughly described in Section **D – Operation Plan**, the third party provider will strictly follow our internal SP+ Fleet Maintenance program that tracks work performed and identifies and schedules future maintenance obligations. Given the use of a third-party, a schedule for fleet service maintenance is not included on the schedules.

Please see **Exhibit 2** for our proposed Parking, Valet and Shuttle Staffing Charts.

7. BACKUP STAFFING

Proposer shall include an explanation of how it will provide for backup staffing, handle employee breaks, and manage shift changes. The Proposer must demonstrate that Facilities will be adequately staffed to provide high quality service to the traveling public.

In a typical airport parking operation, each department plans for both preapproved and unscheduled employee absences by backfilling shifts to ensure adequate operational coverage. **SP+** will deploy several proven methods utilized at other airports to ensure our coverage delivers the high service levels.

First, employees will be cross-trained in the various operations to allow for maximum efficiency in staffing. The cross-training allows for employees to have the opportunity to gain valuable experience and become a more well-rounded and useful employee to the operation. We will also take advantage of all operational synergies afforded to us with oversight of the combined services. For example, all employees will undergo the same customer service training and are educated on the responsibilities in professionally managing all areas of the combined services – not just the service the employee is typically assigned to. As a result, employees are often reminded the mindset of "that is not my job" is not an option. If a shuttle employee sees debris while walking from the bus lot to the terminal, he is trained to place the debris in the nearest trash container. If a valet attendant sees a spill in the garage that presents a hazard, she calls a supervisor on the radio and remains at the site until a maintenance employee arrives with the proper tools to remove the spill. Cashiers are instructed that if no car is present in their lane, but a customer has opted to use an adjacent automated lane, he or she must go and greet the customer and ensure no issues using the equipment.

SP+ also maintains a healthy balance between full-time and part-time employees to allow for additional staffing during peak periods or call-offs while minimizing overtime. To prepare for such occurrences, the management staff posts an availability list a week in advance. Employees are encouraged to state their interest and availability to pick up additional shifts if needed. As the manager prepares the schedule, he or she notes where the operation is lacking coverage (per the minimum staffing standards) and schedules additional staff to cover for approved time off (i.e. vacation, personal days). Management then notifies the employee within 48 hours of the beginning of the work week of the extra shift awards by posting an award list in all locations. Awards are granted beginning with part time employees with the most seniority first. This helps to alleviate any overtime as a result of benefit time approvals.

In the event there is a staff shortage as a result of employee call outs, management reviews the availability list and calls in employees to cover the shifts based on seniority (beginning with part time employees). If there are no available employees on the list, the management team then asks for volunteers for employees to stay for an extra shift in order to cover the vacancy. In the case of emergency (where there are no volunteers), management will hold over employees with the least seniority for a minimum of 4 hours. During this time, every effort is being made to ensure continued shift coverage.

Regular scheduled breaks are covered with the use of part time employees. Coverage for breaks is built into the location's minimum staffing levels, including for shuttle drivers. At no time does the work area go unmanned during break times because there is always an extra person staffed to cover the area. Shift change does not pose a problem and does not leave the work area unattended at any time because in each area there are overlapping and/or staggering shifts.

Finally, **SP+** manages approximately 20 facilities in downtown Austin as part of its urban core operations. While we fully expect to provide necessary coverage with our own Airport staff, particularly in light of the above-referenced methodologies, we do have access to over 100 **SP+** trained personnel should additional staffing become necessary.

8. Position Descriptions

Provide position descriptions for each position in the organizational chart describing the scope of duties and responsibilities, normal working hours, reporting and supervisory responsibilities, and number of staff within this position.

Please see **Exhibit 6** for more detailed job descriptions. Please see **Exhibit 2** for Staffing Charts, which give a detailed breakdown of working hours and number of full and part time staff per position.

General Manager

SP+ has proposed an experienced and knowledgeable General Manager, John White, whose only responsibility will be the full-time management of the Parking Services at ABIA. The General Manager is vested with full power and authority to manage the operation on behalf of **SP+**. He will be the primary contact between the local operation and the airport staff at ABIA and will also serve as a conduit between the local operation, the **SP+** Regional Office in Houston and Corporate Offices in Cleveland and Chicago.

The General Manager will be assigned to an office in the Parking Administration Office and is typically on-site Monday through Friday from 8am – 5pm. The General Manager will be accessible at all times by radio or cell phone for emergencies.

Assistant General Manager

The Assistant General Manager is a qualified and experienced representative of **SP+** whose primary function is to assist the General Manager in maintaining operational standards on a continual basis. The Assistant Manager typically works during the afternoon and evening hours (including weekends) for the parking operation.

HR Manager

The HR Manager is responsible for personnel administration including recruiting, new-hire orientation, pay and benefits administration, time and attendance/payroll preparation, personnel issues, maintaining employee files and ensuring compliance with labor laws. The HR Manager is also responsible for conducting and/or monitoring company training for all employees, including establishing individualized training regimens through SP+. The HR Manager is typically scheduled during business hours on weekdays.

Finance Manager/Accountant Assistant

The Finance Manager and Accountant Assistant are responsible for the preparation of financial and statistical reports and performing various accounting-related functions. The accountants act as a contact between the parking operation and the **SP+** Accounting Department on accounting issues. They are also responsible for record keeping, accounts payable, accounts receivable, revenue reporting, answering telephones and storing of records. Each accountant will be assigned specific duties, but will also be cross-trained to perform various administrative functions. The Finance Manager/Account Assistant is typically scheduled during business hours on weekdays.

Audit Clerks

Audit clerks are responsible for performing ticket audits on all cashiers, tracking of cash overages and shortages, conducting random audits, responding to Airport requests and the auditing of Accounting Department activities such as daily revenue reporting and statistical data. The Audit Clerks are typically scheduled during business hours on weekdays.

Supervisors

The Supervisors are qualified and experienced representatives of **SP+** whose primary function is to assist the Management staff within each classification in maintaining operational standards on a continual basis

and are in charge of shift operations. The Supervisor positions are scheduled on varying shifts throughout the day and evening hours (including weekends).

Cashiers

Cashiers are responsible for collection of parking tickets and appropriate fees from patrons as they exit the parking facilities. Cashiers are also responsible for making skims, processing and recording exception transactions, completing shift reports and practicing the **SP+** customer service standards with each and every customer. The Cashier positions are scheduled on varying shifts throughout the day and evening hours (including weekends).

Customer Service Associates (CSAs)/Maintenance

CSAs have dual roles that include providing porter/cleaning services that ensure each facility is free from debris and potential safety hazards. They are responsible for providing customer assist services in all of the ABIA parking facilities including jumpstarts, tire inflation, tire change and lost vehicle/escort assistance. CSAs also provide directions and information and assist patrons with use of automated technology. The CSA positions are scheduled on varying shifts throughout the day and evening hours (including weekends).

Flaggers

Flaggers are responsible for directing traffic flow to obtain optimum loading efficiency and space optimization for the self-park facilities. They smart load the facilities and block areas/close lots when capacity is reached. Additionally, flaggers assist customers and are trained to identify and report any suspicious activity, accidents, unusual occurrences or hazardous conditions to their immediate supervisor. The Flagger positions are scheduled on varying shifts throughout the day and evening hours (including weekends).

License Plate Inventory

License Plate Inventory Clerks are responsible for collecting license plate data on the overnight shift using designated LPI handheld units. LPI clerks are required to manually enter license plate information into handheld computer device for all vehicles parked in the ABIA facilities. LPI clerks are typically scheduled overnight.

Valet Supervisors

Valet Supervisors are qualified and experienced representatives of **SP+** whose primary function is to assist the Management staff in maintaining operational standards basis and are in charge of shift operations. The Valet Supervisor positions are scheduled on varying shifts throughout the day and evening hours (including weekends). Our proposed staffing plan includes one Valet Supervisor 24/7 for the operation.

Valet Attendants

Valet attendants are primarily responsible for providing the safe and efficient delivery of customer vehicles. Valet attendants are also trained to perform cashiering functions, key security, customer greeting and luggage assistance. Valet Attendants serving as cashiers are responsible for the accurate collection of parking tickets and fees from patrons, completing shift reports and practicing our customer service standards with each and every customer. The Valet Attendant positions are scheduled on varying shifts throughout the day and evening hours (including weekends).

Receptionist

The Receptionist will greet all patrons and Airport employees that enter the parking office and assist with the Employee Parking pass program. Several administrative functions and reporting will also be assigned to the receptionist, who will be on-site Monday through Friday during normal business hours.

Lot A Ambassador

SP+ has proposed implementing an Ambassador Service in Lot A to enhance customer satisfaction and encourage customers to opt for the higher-priced but more personalized service of Lot A. The Ambassador will be responsible to drive the SP+ provided electric vehicle throughout the lot and drive patrons from their car to a convenient drop-off point near the garage pedestrian walkway. Ambassadors will also drive customers that have returned to the lot to their vehicle and in both instances offer luggage assistance. The Ambassador positions are scheduled on varying shifts throughout the day and evening hours (including weekends).

Shuttle Manager

The Shuttle Manager will assist the General Manger with the supervision of the location shuttle bus operations. The Shuttle Manager will monitor and improve the operational performance of the shuttle staff. Duties include overseeing the continual training of drivers and supervisors to ensure Department of Transportation (DOT) compliance, performing driver performance ride checks, reporting and investigating accidents, and overseeing the safety program. The shuttle manager is scheduled from 8am to 5pm.

Shuttle Supervisor

The Shuttle Supervisors will assist with the management of day-to-day activities of the shuttle operation. The Shuttle Supervisors schedules and conducts field inspections of safety equipment, vehicles, working conditions, safety programs and reports on unsafe conditions. This position also handles routine and specific inquiries, compliments and complaints from customers and the general public. The Shuttle Supervisors are scheduled on varying shifts throughout the day and evening hours (including weekends).

Trainer

The Trainer provides classroom and in-vehicle training for all shuttle operators. The Trainer develops improvements for driver and passenger safety as well as make recommendations for updating of vehicles for improved safety. This position also prepares and submits driver re-training evaluations to the Assistant General Manager prior to an employee being placed back into service after an accident. The Trainer's hours, while typically be scheduled during business hours, will be flexible to accommodate training on all shifts.

Shuttle Driver

Responsible for the proper and safe operation of shuttle buses, transporting passengers to from the parking lots and airport, designated stops and performing other duties as assigned. The Shuttle Drivers are scheduled on varying shifts throughout the day and evening hours (including weekends).

9. COMPENSATION AND PERSONNEL POLICIES

Submit the following:

A. COMPENSATION

Listing of the proposed salary ranges for management and non-management job classifications;

General Manager	$82,000/year
Assistant General Manager	$60,000/year
Shuttle Manager	$75,000/year
Finance Manager	$58,000/year
Human Resource Manager	$50,000/year
Valet Manager	$17.00/hour
Accounting Assistant	$15.38/hour
Audit Clerk	$14.50/hour
Receptionist	$14.00/hour
Trainer	$18.25/hour
Shuttle Supervisor	$17.25/hour
Parking Supervisor	$14.33/hour
Valet Supervisor	$14.33/hour
Cashier	$13.03/hour
License Plate Inventory	$14.03/hour
Lead Flagger	$13.53/hour
Flagger	$13.03/hour
Lead CSA/Maintenance	$14.25/hour
CSA/Maintenance	$13.50/hour
Lot A Ambassador	$13.03/hour
Shuttle Driver	$14.00/hour

B. PERSONNEL POLICIES

Comprehensive description of the Proposer's policies on recruiting, compensation and benefits, employee incentive programs and expected costs and benefits, bonuses, disciplinary procedures and dismissal, and employee retention and development.

Recruiting

At **SP+** we realize that our success lies in the selection, empowerment and training of our management and staff to deliver the best experience possible to our customers. From making the right hiring decisions through comprehensive training and reward-recognition programs, each member of our organization is given the tools to meet our high expectations - an approach that has sustained us as the industry innovator and leader.

It all starts with the recruitment and selection of employees. **SP+** recognizes the first step toward employee success is providing the Hiring Manager the tools and resources needed to effectively recruit, evaluate and screen candidates. The company recognizes the need to recruit effectively and has developed position-specific structured interviews to ensure that Hiring Managers evaluate both the technical competencies and behaviors to succeed in our various positions. Most importantly, **SP+** recognizes that every location has unique, individual requirements for defining and carrying out operational excellence. To that end, we always consult with our clients to ensure that all operational expectations and location-specific needs are identified and addressed in the development of our recruitment solutions. For example, we specifically look for experience in customer service or hospitality venues as this translates to strong service delivery in each customer interaction. We as well look for the

skill or ability to multi task or cross train. Hiring staff which are adept at performing more than one task or role improves efficiencies and allows for scheduling flexibility at a location of this size.

To facilitate a seamless recruitment process for our operations teams, the Human Resources Department has created recruitment resources, interviewing and hiring training programs, structured interviews and pre-employment programs to ensure the selection of the most suitable candidate for each open position. Our Recruitment Department also assists our operating divisions in implementing, managing and monitoring these tools to support each of these selection components. **SP+** employs a number of different recruitment sources to post positions and collect applications and resumes:

- Internal Job Posting Program
- Major Internet Job Boards
- Employee Referral Program
- **SP+** Online Career Center
- Industry and media ads
- Campus Career Centers
- Community Organizations
- Job Fairs
- Participation in industry associations and organizations

As the resumes or applications are received, the Recruitment Specialist or Hiring Manager screens and selects the candidates and coordinates the interview schedule. Hiring Managers are trained and equipped with specific sets of interview questions for each type of position so they can appropriately ask and collect information during the interview process. After the interviews, the Hiring Manager completes an evaluation exercise to accurately determine the best candidate for the position.

SP+ has partnered with a web-based recruitment solution vendor to implement an applicant tracking system that provides our entire operations organization access to a centralized searchable applicant database. The intent is that Hiring Managers will be able to make better and quicker hiring decisions as they will not be limited to the applications or resumes received at their specific location. Additionally, this tool enables applicants to complete a pre-screening questionnaire. We firmly believe this tool will save Hiring Managers much valued time in reviewing critical information about candidates up front before an interview is even considered, and accordingly be able to spend their time running the operation rather than spending their time going through the hiring cycle.

We have an online career center which provides a mechanism for frontline candidates to express interest in employment with **SP+**. Postings for management and administrative positions will also reside on our online career center. The online career center will be an effective tool in helping us brand ourselves as an "employer of choice", by enabling us to share key information that we feel is relevant to any prospective employee, such as potential career paths, benefits, training opportunities, our commitment to diversity, etc. Effective employment branding will help us attract the caliber of candidates we are seeking for **SP+** and as importantly - our clients.

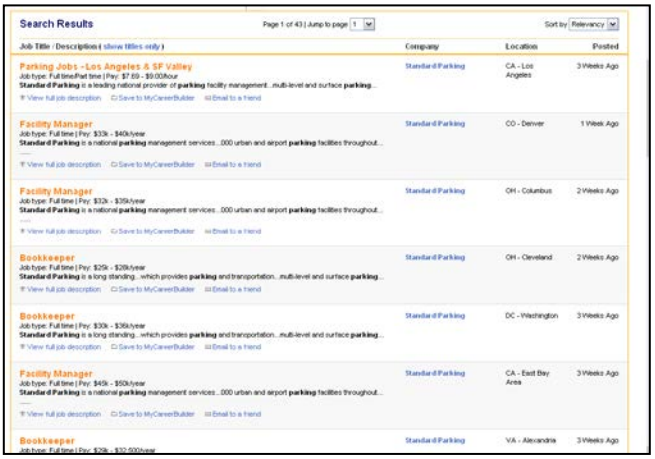
SP+ is a leader in the service industry by requiring that comprehensive background checks be part of our pre-employment process. These stringent mandates have significantly reduced our employment risk in areas such as workplace violence, fraud and theft. Before any job offer is finalized, at a minimum, each frontline candidate completes a comprehensive pre-screening process for criminal, DMV records for driving positions and drug usage (at specified locations). For management positions and many administrative positions, candidates are required to pass a stringent pre-employment screening process that includes criminal, DMV, credit history, employment and education verification.

SP+ has found our approach and process for sourcing, interviewing, evaluating and testing for employees has benefited our turnover rates and staffed the company with a quality team of parking professionals.

We are very proud that **SP+** maintains a turnover rate less than what you would expect to find in similar companies in the service industry.

Pangea - Automated Recruiting Solutions

The Pangea applicant tracking system currently powers **SP+**'s automated online application process and provides our management team access to a broad pool of qualified candidates in a centralized candidate database. Frontline hourly applicants have the ability to apply 24/7 from anywhere with internet access and have their applications stored in a centralized database which enables local hiring managers to access and review their credentials in consideration of any opportunities that may exist at their locations.



Additionally, the Pangea system is completely integrated with our background check and pre-employment testing process, allowing us to collect the necessary candidate data and consent required by our background check vendor to proceed with our pre-employment screening processes. Our recent decision to mandate the electronic storage of *all* candidate data in a single web-based system has streamlined former recruiting and hiring inefficiencies resulting from reliance on traditional paper-based processes, still being utilized in parts of the organization prior to the deployment of the Pangea system. Pangea is also integrated with a 3rd party job posting delivery service which enables us to cross-post our current job opening to multiple free and paid external job boards in a single transaction. This process greatly enhances the quality of hiring decisions and compliance with employment regulations.

Commitment to Diversity & Respect

SP+ has one of the most diverse workforces in the industry. That workforce brings "out of the box" solutions and perspectives that enrich us as a company.

To maintain that workforce **SP+** goes beyond the standard Equal Employment Opportunity policy to create a comprehensive Non Harassment program. The policy is an essential component of the employment proposition and is conveyed to each employee when they first start working for **SP+**. Annually, our CEO confirms in writing to each employee our continued commitment to non-harassment, respect and integrity.

To support this effort, **SP+** has a Diversity Awareness Training program to assist managers as they oversee employees from all over the world, of all ages, religions, races and cultures. Furthermore, the company provides an outsourced 24/7Hotline for employees to report any employment concerns they may have. The Hotline provides employee's access to trained multi-lingual specialists. All reported concerns are investigated by **SP+**'s Human Resources and Internal Audit professionals. **SP+** believes that our commitment to integrity in all that we do is an essential component to our success. To that end, all **SP+** managers sign the Code of Conduct which confirms the company's expectation that Integrity is an integral part of all that we do.

Background Investigations

All **SP+** management personnel receive extensive training on utilization of recruiting resources, application screening and interviewing techniques. In addition, we complete mandatory pre-employment testing on every prospective new-hire prior to final selection.

Every applicant fills out an employment application used to screen and select persons for interviewing. The applicant's qualifications as shown on the employment application are compared to the job guidelines established by **SP+**.

After applications are screened, the local Facility Manager interviews each potential candidate in person. An extensive interview process is performed as detailed in the **SP+** Hiring Guide and management training programs.

Every candidate for employment must receive and successfully complete a criminal background check and pre-employment drug test prior to receiving an offer of employment.

Criminal Background Checks

SP+ contracts with American Background Information Services, an outside criminal background service, to perform background checks (including criminal record searches, credit history, motor vehicle record searches, education verification, employment verification and drug screening) on all prospective entry level and management candidates. Results are accessed via the Internet or faxed directly to the requestor, within 72-96 hours of submitting a request.

SP+ has determined the following checks to be appropriate based on the position being offered.

Non-Management Candidates

- Criminal record
- Motor vehicle record

Management and Supervisory Candidates

- Criminal record
- Credit history
- Motor vehicle record (if position could involve driving)
- Education verification
- Employment history verification

Pre-Employment Drug Tests

SP+ requires pre-employment drug testing of all candidates as the final step in the hiring process. Client approval may be required at some locations. The test consists of a standard 5-panel drug screen. American Background Information Services is also the vendor for pre-employment drug testing.

Promotional Opportunities

SP+ recognizes the value in promoting from within our own organization. By grooming and selecting talent internally, we not only have a proven track record of performance, we have leaders with in depth knowledge of **SP+** operational systems and processes. In order to ensure we continually have a strong pool of internal candidates for promotional opportunities, we proactively prepare existing hourly and supervisory staff for a natural progression in their roles and responsibilities.

SP+ leaders will consistently train, coach and counsel employees in their specific positions to ensure they have a strong knowledge base in each role. However they also mentor staff for advancement via cross training and growth encouragement to broaden their professional horizons.

SP+ University, listed in detail below, is a free resource to all **SP+** employees allowing staff to expand their knowledge base in multiple fields offered within the **SP Plus** Corporation. An employee can learn varied topics from the basic discussion skills a Facility Manger uses in client conversations, to the tools a supervisor uses to review a cashier shift report. The Facility Manager Training Program, listed in detail below, is a great example of an ***SP+ University*** program which prepares supervisory employees to move up to a management level position.

SP+ University is a training platform consistently adding new concepts and materials which cater to every level of employee development and growth. Partnered with our People Development Program, Communications, and Training infrastructure **SP+** can proudly choose to promote from within for every promotional opportunity which arises.

Employee Incentive Programs

ABIA Incentive Plan Employee Share

As noted in our financial proposal, **SP+** has proposed an Incentive Program, which if accepted by ABIA, affords the Company an opportunity to earn an incentive fee up to ten percent (10%) of our base management fee. SP+ commits to sharing fifty percent of any Incentive Fee bonus payment received with our employees, to encourage continued positive behavior and reinforce the teamwork and effort required by all to achieve the Airport's strategic goals.

Mystery Shopper Raffle

SP+ has provisioned for in our budget and will contract a third party firm to perform mystery shops as part of our quality assurance program. Employee performance is measured across various categories, including friendliness of employee, appearance and grooming, and conformance to Company standards. Employees scoring 90% and higher participate in a quarterly raffle where the winner received an additional $250 net bonus payment.

Kudos

Special efforts by our employees are also noted on our company's Intranet site and on the **SP+** University home page. Under this program, all levels have the ability to submit deserving kudos to our Human Resources department for posting. Once a "kudo" is submitted, it is reviewed and verified by a Senior Manager. A reward may also be issued to the recognized employee as appropriate.

Gift Cards

Each of our Senior Managers is provided a supply of gift cards for recognizing employees going above and beyond. These are used to immediately reward an individual on the spot for exceptional performance. These small tokens of appreciation are well received by our employees.

Recognizing Excellence

Employee meetings also provide an opportunity to recognize employee's accomplishments for such things as years of service, customer recognition for outstanding service and management recognition for performing their duties above and beyond expectations.

Some of the recognition programs deployed are service anniversaries, comments received from customer that communicate employees who have provided exceptional customer service, kudos from supervisors, employees or managers for an employee that went beyond expectation in the performance of duties. Some examples include filling in when short staffed or call ins occur, as well as picking up extra work assignments when called in to cover for unexpected staffing level deficiencies. Each one of the programs provides the individual with acknowledgement certificates as well as monetary recognition of a job well done.

People Development Program

SP+ is a company that is truly committed to the development and advancement of our employees. We have recently implemented a comprehensive Management Review and Development Program. In basic

terms, this means that we have integrated a set of HR processes that drive the strategic and annual goals of the company. These processes include:

- ***People Development Program and Succession Planning*** - ensuring our employees have the necessary skills and opportunities to excel in their current and future positions as well as planning for future leadership needs
- ***Performance Management*** – ongoing evaluation of employee performance (annual goals, accountabilities/metrics and organizational competencies) against planned results and expectations
- ***Goal Setting*** – the establishment of meaningful goals that collectively will result in the achievement of the company business goals
- ***Compensation Management*** – a merit system where rewards are integrally linked to an objective evaluation of corporate and individual performance

Those employees focused on advancing their careers are able to utilize the training offered through ***SP+*** *University*® and our *Internal Posting Program* in preparation for that next step in their careers. The Training Department, in conjunction with Human Resources and our field operations management team, has established formalized career development training for each operational position in the company. These plans are available to all employees. Lesson completion is evaluated by both their direct supervisor and the Training Department.

During the employee performance review process, the supervisor is required to review with the employee his career development objectives for the upcoming year and recommend internal resources to advance those objectives, in addition to reviewing the employee's prior year's performance. The supervisor is also required to discuss with the employee performance issues that may impede advancement and again, recommend the internal resources to rectify the specific issues identified by both supervisor and employee.

The Human Resources Department has already spearheaded a formalized succession planning process to identify core competencies, job responsibilities and required skills for every management-level position within the company. We are well-positioned to evaluate our internal compensation, employee performance evaluation and training programs to ensure each is aligned with providing employees appropriate career advancement opportunities.

As importantly, we have worked diligently to instill a commitment to client satisfaction in all of our team members. Accordingly, client satisfaction is integrated into how we train our people, how we evaluate performance, how we set goals and how we compensate. We believe this commitment ultimately reduces the cost of the service we provide to our clients because we are ensuring that our employees are fully engaged and charged when they come to work every day.

Communications

One of the best ways to motivate and maintain our standard of performance is through consistent and effective communications programs that provide our team members key information that will help enable them to succeed in their current roles. The following are examples of some of the many communication programs we provide our employees:

Program	Overview
New Hire Orientation Video	Every new employee with the company is required to watch our New Hire Orientation DVD. This DVD serves to educate our new team members about **SP+** – our core values (Integrity, Excellence and Innovation), our proud history, our markets and

	service products, our commitment to systems and technology enhancements, our training programs, career development opportunities and various customer service programs. We believe that communicating this message at the start of their employment is critical in not only helping them understand the scope and expanse of **SP+**'s operations, but also instilling an appreciation of what it means to be committed to *excellence*.
Up To Speed **Monthly Email**	This tool was developed to better manage the communications flow throughout the organization (particularly from the Chicago Support Office) and to minimize the burden of too much information being sent to any one employee. These monthly communications are used to send updates or reminders of programs, resources, policies and procedures, and/or forms.

SP+'s reputation for excellence in on-site management and support office functions are built on a comprehensive, award-winning training methodology which identifies and develops the skills necessary to enable all of our staff from frontline to support office employees to exceed our already rigorous expectations. **SP+** is dedicated to value and significance of employee training and development and realizes its positive correlation to professionalism and excellent customer-centric service.

Employee Benefits Program

SP+ believes that providing a comprehensive benefits package that includes medical, dental, life and long term disability insurance, short term disability, paid vacation and sick days, Flexible Spending Accounts and a 401k savings plan, aids in **quality employee** recruitment and retention. The size of our company and expertise in the area of employee benefits allows us to offer a flexible benefits package, at highly competitive costs, tailored to meet the unique needs at each location we manage.

The following information summarizes the various benefit plans currently offered to employees of **SP+**:

Holiday Pay

After completion of a 90-day probationary period all employees are eligible for the following holidays (6 total):

-New Year's Day
-Independence Day
-Thanksgiving Day
-Memorial Day
-Labor Day
-Christmas Day

Employees working a holiday are entitled to holiday pay equal to the straight time for all hours worked.

Vacation Benefits

Vacation pay for full-time employees is based on cumulative service and is determined this way:

First full year of employment	5 days
Calendar years of employment two through four years	10 days
Calendar years five through twelve years	15 days
Over twelve calendar years of employment	20 days

Health Coverage

SP+ is fully compliant with all aspects of the Affordable Care Act, including offering health insurance to full and part-time employees that meet the minimum hours worked requirement. **SP+** offers two plans,

requiring varying employee contributions. Both plans utilize Blue Cross/Blue Shield's network of physicians. Using providers outside of the network will reduce benefits. Full-time employees are eligible for benefits the first of the month following 30 days of service. Any current employee that is hired by **SP+** will have the option to immediately elect one of the two aforementioned plans.

Life Insurance

Each salaried employee receives 1x salary as a company-paid life insurance benefit. Employees are eligible on the first of the month following 30 days of service. On the first of the month following six (6) months of service, hourly employees become eligible for Life Insurance benefits equal to $10,000.

Supplemental Life Insurance

Salaried employees are eligible after 30 days of service. Employees may elect one or two times salary in additional life insurance benefits. The cost is based on age and is the responsibility of the employee.

Long Term Disability

Salaried employees are eligible after 90 days of service for this company-paid benefit. The benefit pays 60% of salary up to a maximum of $10,000 per month. There is a 90-day waiting period before the long-term disability benefits are paid.

401(k) Plan

All employees are eligible to enroll in the **SP+** Employee Savings & Retirement Trust and Plan on the first of the quarter following one year of employment in which the employee has worked at least 1,000 hours. Employees may elect to contribute, via payroll deduction, up to 15% of their salary (pre-tax) on which the first 4% will be matched $.50 per $1.00 by the company. This money will then be invested in various funds of your choice; where it will continue to earn interest. Open enrollment periods are January, April, July and October.

Paid Sick Leave

Full-time employees are eligible for up to three sick days per year which accrues at 1/4 days per month beginning with the first full month of employment.

Tuition Reimbursement

Salaried employees who have completed one full year of employment are eligible for tuition reimbursement for individual courses. Each course must be related to employment with **SP+**. Employees with two or more years of service may pursue a work-related degree which means that specific courses required for a degree will be considered for reimbursement even though the course itself might not seem job-related, as long as the degree itself is related to employment with **SP+**. Reimbursement is based on grade received with full reimbursement for a grade of "A". The program will reimburse an employee for a maximum of up to two courses per semester, not to exceed $2,500 in a calendar year.

Disciplinary Procedures

General Policies and Procedures

It is essential to our success that all employees reflect the highest possible standards in the performance of their responsibilities. In turn, it is the Company's intent and desire to provide good jobs, with a fair day's pay for a fair day's work; to maintain safe and proper working conditions; to treat all employees fairly, without discrimination or favoritism; and to keep employees informed concerning what is expected of them.

Employee conduct, reflecting the guidelines outlined below, is the most visible and important measure that the public has in evaluating our performance. Attention to each point is, therefore, extremely

important. Violations of these guidelines may result in disciplinary action up to and including termination of employment.

This list is not all-inclusive. Since it is impossible to list guidelines to cover every situation, the absence of an illustration from this list will not be the basis for avoiding disciplinary action when the Company believes such action is warranted. In the case of a union employee where employment is governed, in part, by the terms of a collective bargaining agreement, the provisions of the collective bargaining agreement will control, to the extent that there is any conflict with these regulations and policies.

Attendance

Failure to observe scheduled working hours reduces productivity and places an unfair burden on fellow employees. Employees are expected to report to work as scheduled, and are to be at their work station in uniform and ready to begin work at the assigned starting time and again at the prescribed time after break and meal periods.

On any occasion when the employee is unable to report to work due to an unscheduled absence (e.g., due to an illness or emergency), the employee must call his manager/supervisor at least two hours prior to the starting time, or as soon as possible if the circumstances do not allow for such prior notice. The employee should advise the manager/supervisor of the reason for the absence, and tell him/her when he can be expected to return to work. If the employee is uncertain of the length of the absence required, he must call in each day in advance of the scheduled starting time and notify a manager/supervisor of the continued absence. The employee is responsible for ensuring that proper notice of absence or late arrival is given directly to a manager/supervisor; if a message is left with a co-worker, it is done so at the employee's own risk.

If an absence is due to an illness or injury, the employee may be required to provide appropriate medical certification to support the absence and/or fitness to return to work. Failure to provide proper notification or certification of absence or lateness, as well as unexcused absences, late arrivals or early departures from work may result in disciplinary action, up to and including discharge.

If the employee fails to report to work and fails to notify a manager/supervisor of the absence, we will treat it as if the employee has resigned from employment with the Company.

Alcohol and Drugs

Illegal drug use and alcohol misuse by employees threaten health and safety, harm productivity, and are contrary to the policies and expectations of the Company and its clients. The goals of the Company's policy on alcohol and drugs - which applies to all employees - are to (i) enhance safety and productivity, and (ii) outline the circumstances in which employees are subject to testing or discipline for violating the Company's drug-alcohol rules.

Employees are expected to report to work free from the adverse effects of alcohol and drugs, and fit for duty. At all times while on duty, operating Company or customer vehicles or equipment, or present on the Company premises, employees are prohibited from the following:

- Violating a client's drug-alcohol rules applicable to the facility at which the employee is working.
- being under the influence of alcohol or illegal drugs or otherwise unfit to work safely, using, possessing, selling, distributing, buying or dispensing illegal drugs, or consuming or possessing alcohol.

This policy does not prohibit the lawful use and possession of prescribed medications. The employee must, however, consult with his doctor about the medication's effect on the ability to work safely, and the employee must promptly disclose any restrictions to a manager/supervisor. The employee is not required to (and should not) disclose underlying medical conditions.

Compliance with these rules is a condition of employment, and employees reasonably suspected of violating these rules are subject to discipline or discharge, depending on the circumstances. Employees also may be required to take and pass drug and alcohol tests when required by the Company's clients or the Company and when suspected of violating the Company's drug and alcohol rules.

The Company reserves the right to inspect all parts and aspects of its premises for illegal drugs or alcohol. All employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal illegal drugs or alcohol. If an employee refuses to cooperate in inspections, he will be subject to appropriate disciplinary action up to and including termination of employment. Because a search might result in the discovery of personal possessions, we encourage employees to avoid bringing to the workplace any personal property that they do not wish to reveal to the Company.

"Illegal drugs" are controlled substances determined by the federal government that are not being used under the supervision of a licensed health care professional or in accordance with law.

"Under the influence of alcohol" means an alcohol concentration of .04 or more, or actions, speech, appearance or body odors that reasonably cause a manager/supervisor or manager/supervisor to conclude that an employee cannot work safely or effectively because of alcohol use.

Positive test results and information about legal medication use will be maintained in secure files and kept confidential to the extent required by law.

G. TRAINING PLAN

G. TRAINING PLAN

1. CUSTOMER SERVICE PLAN

Describe in detail the proposed Customer Service Plan and examples of Proposer's successful implementation of the same or similar plan(s).

Throughout our 60+ years of serving America's airports, **SP+** has pursued an unwavering philosophy – ***provide excellent customer service***! This goal permeates and drives our culture. It is our mission and the root of our success.

Our goal is to provide the best possible service to the traveling public through achieving successful customer transactions. Some of the many variables included in achieving successful customer transactions include the following:

- Maintaining a secure/clean environment
- Providing fast/courteous service
- Offering parking options
- Providing adequate signage/way-finding
- Providing sufficient instruction and customer support for use of automated equipment
- Offering customer amenities/vehicle assist services

Each component of our business plan, be it broad or narrow, highly visible or quietly supportive, is based upon placing qualified and trained personnel in positions, with appropriate resources and tools, to perform clearly defined and structured tasks in order to deliver timely, courteous, efficient and memorable service.

Superior service and corresponding customer satisfaction are attained through the confluence of coordinated policies, programs and plans. As a foundation, motivated employees must be recruited, screened, qualified and trained. Customer service training is a **key module** of our base training curriculum. The **SP+** "**Three Keys to Customer Satisfaction**" training program (attached hereto as **Exhibit 7**) targets these essential elements:

#1 Create a Positive First Impression
#2 Achieve Successful Customer Interactions
#3 Resolve Customer Issues

Managing Customer Queues, Monitoring & Adjusting Staffing Levels

Nothing is more frustrating than returning home after a long flight, waiting for luggage to be delivered, trudging back to your vehicle and then having to wait at the exit plaza in a long line of vehicles. Exit queues can be the result of a number of factors: 1) Traffic from delayed flights, 2) staffing shortages, 3) technology issues, 4) poor signage and/or 5) traffic directing can all result in queues at the exit plaza generating a frustration about the Airport and its parking operation.

The successful Parking Operators like **SP+** are keenly aware of flight information at all times. Information available from FIDS monitors, the airport website or calls to Airport Operations are key to making in the moment staffing adjustments. Employees can be held over into the next shift, breaks/lunches can be postponed and resources from other departments can be temporarily reallocated to ensure a quick and easy exit for customers during a peak

rush. **SP+** promotes cross-training across employee functions to provide temporary back-up staff for vacations, illness or peak traffic patterns.

Additionally, the proper training of the front line staff to quickly identify and report traffic patterns or PRCS equipment issues assists in staying ahead of traffic queues. Staff stationed at Exit plazas can assist with controlling the "herding" which typically occurs as vehicles tend to follow those directly in front of them rather than spreading out to other available exit lanes.

Often times, customers, especially those who do not frequent the Airport regularly, are unaware of the multiple new technologies in place which allow for a quick entry into or exit from Airports like PSP. Informational brochures that describe the features of modern parking systems can be distributed at entries and exits. These do a good job of educating parking customers on the various technologies/payment options, thus reducing the queues at staffed lanes during peak traffic patterns.

Managers and Supervisors are trained to make exiting traffic the primary objective during their shift. All other projects are put on hold to address queues that develop at the parking exit plaza. This is a top priority!

Customer Complaints

SP+ is dedicated to providing the best service at all times. Unfortunately, there will be situations when the customer's experience is not satisfactory. There are many reasons why a customer may have a complaint about their parking experience: parking fees were higher than expected; damage to their vehicle while parked in our facility; an employee who was unprofessional in either his attitude or communication. These experiences all leave a poor impression on the customer, any of which could result in the customer looking for alternate options on their next trip. Thus, it's imperative that complaints are addressed quickly and investigated fully.

While final resolution may take longer than expected, such as repairing vehicle damage due to a gate arm malfunction, all complaints are addressed by local senior management within 24 hours, either by phone or in writing. Employees, customers and witnesses, if any, are interviewed to ensure that as much information as possible is gathered during the investigation stage. Once the fact finding stage is completed, the customer is personally contacted with the details of the final resolution. And while it may not always be possible to settle every complaint in the manner in which the customer wishes (refunds or payment on certain damage claims, for instance), customers are often satisfied just knowing that someone in authority was genuinely listening and that some action was taken to address the situation.

Comments are forwarded to the Airport for review. Complaints that are deemed more serious in nature (vandalism, theft, suspicious items, etc.) are reported as occurred or within 24-hours of **SP+**'s knowledge thereof.

SP+ works with each Airport client to develop a site specific policy for the most common customer service issues, based on both our corporate philosophy and the Client's vision, without compromising controls and fundamentals. These may include, but are not limited to:

- Parking Rates
- Exit Plaza Queues
- Damage Claims
- Equipment Malfunctions
- Delayed Flights
- Customer Service Complaints

Employee Customer Service Sessions

Our staff of parking cashiers interacts daily with our patrons - no one better understands their concerns. We recognized our own team had been an untapped source of customer knowledge and as such have

formed "Customer Service Sessions" at some of our airport parking operations. During these sessions (conducted Bi-Monthly), different employees are invited to meet with the parking management team in an open forum where no bad ideas exist. There is only one rule: any item that is discussed must be relevant improving customer service and the work environment. We strive to create tangible, measurable solutions for improving service levels.

Amenity Programs to Enhance the Standards of Parking Customer Service

SP+ continues to set new trends in the parking industry by introducing and implementing creative and customer driven amenities programs for its client locations across the country. Our programs are designed to make the parking experience as convenient and pleasant as possible by employing techniques, services, graphics and information that in combination or in part enhance the overall operation. We call this customer service minded approach *"Ambiance in Parking®"* - adding value to the customers' stay and providing conveniences is critical to building customer loyalty that results in repeat business.

Ambiance in Parking® has generated national and international recognition on a broad scale in both print and electronic mediums. *Forbes Magazine* described our locations as "Garages with Glamour", *Time Magazine, The New York Times, Los Angeles Times, The Washington Post* and *The Boston Globe* have also featured stories on our Ambiance approach. Of the many television spots, we were pleasantly surprised to be a feature story on CBS' *the Osgood File*. **SP+** has proven that parking can be creative and most certainly it doesn't have to be boring.

Amenities at **SP+** airport operations include the following:

Customer Appreciation Days

During the year, special items are given out as way to make the customers' visit a little more pleasant. A variety of complimentary services can be provided as a special way of saying "thank you" to our parking patrons. On certain holidays, candy can be distributed to customers as they exit (with wrappers that can be customized with the facility logo). Personalized promotional items, such as ice scrapers and key-chains, also can be distributed. As part of our Little Parker Program, we hand out coloring books, with safety tips along with crayons to children.

License Plate Sticker Reminder Cards

As staff tour the facilities they will place reminder cards on dashboards or windshields, similar to the windshield cleaning card, offering a friendly reminder that his or her vehicle's registration is due to expire within 30 days.

Complimentary Windshield and Headlight Cleaning

On foul weather days, **SP+** personnel periodically walk through the facilities and clean windshields and headlights, leaving cards on the windshields informing the parkers of this special service provided with their safety convenience in mind.

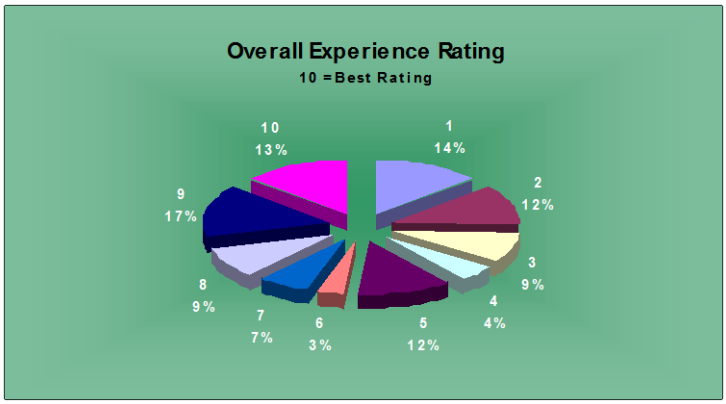
Comment Cards and Surveys

SP+ provides comment cards at each exit offering parking customers a convenient means for expressing their comments and opinions related to the service received. The cards include pre-paid postage and specific rating questions along with an open area for comments.

SP+ has also developed and implemented customer survey programs for our airport clients. While comment cards offer customers a convenient method for communicating a message, surveys provide a more accurate sampling of the customer base and provide a better gauge of how customers perceive various aspects of the parking operation. Customer surveys can also be used to poll customers to determine the feasibility or acceptability of services under consideration by an airport. "*How Do We*

Rate" surveys designed to obtain customer feedback on a range of subjects relating to parking services including the following:

- Customer Service
- Courtesy of Personnel
- Cleanliness of Facilities
- Ease of Use of Facilities
- Facility Lighting
- Directional Signs
- Payment Options
- Exit/Transaction Time
- Comparison to similar airport operations
- Add'l Comments/Suggestions



2. Sample Customer Service Program and Results

Describe at least one (1) customer service program Proposer has initiated within the past five (5) years, that has received positive feedback from customers and provide a sample copy of the survey results supporting the program's success.

SP+ is actively engaged at each airport and relishes the opportunity to propose new initiatives and services. With over 70 airports in our portfolio, we share best practices and success stories with our airport clients that help provide high degree of comfort for a proposed program's success. For example, at San Francisco International Airport, the nation's 7th busiest airport, **SP+** manages the Parking, Valet, Security, Janitorial and Engineering services. In 2015, **SP+** introduced two popular amenity programs that have greatly enhanced customer service and received positive feedback. An Ambassador Service program, similar to what we have proposed for Lot A at ABIA, was introduced in June 2015. Two 9-passenger electric vehicles were purchased that are enclosed to provide protection from the elements and customer comfort. Utilized at our 3,873 space Long Term Garage and Surface Lot and at the 3,292-space Lot D overflow surface lot, an Ambassador drives throughout the facilities and greets customers at their parking space. The Ambassador offers luggage assistance and a ride to the nearest bus shelter pick-up spot for transport to the terminals. Conversely, if no cars are arriving then the Ambassador meets returning customers at a bus stop and transports them to their vehicle. Given the typical profile of the Long Term customer (families or small parties with multiple pieces of luggage or price-sensitive customers not expecting a personalized service), this program has been greatly embraced by the public.

Please see **Exhibit 8** multiple copies of customer comments cards, with contact information, that SFO Airport has received since the Ambassador program was implemented which confirm the program's success. A similar program exists at both Houston Hobby and George Bush Intercontinental Airports in Houston, so **SP+** has extensive experience in providing this high degree of service. **At ABIA, the Ambassador program will be implemented with no additional labor expense due to labor hours generated by our more efficient staffing in both parking and valet operations**.

Emboldened by the success of the Ambassador program and the remote car wash service we introduced in 2014, our SFO team continued to brainstorm on additional amenities we could implement to enhance customer service. In the fall of 2015, a dry cleaning service was introduced for our valet customers who pay a premium of $45 per day. **SP+** performed the due diligence on potential firms and selected Elaundryusa to provide the service. Valet customers are provided a laundry bag that is placed into a drop box adjacent to the valet office. Customers create an on-line profile through www.Elaundryusa.com with credit card information stored for payment. All orders, including quantity of articles and date and time of return, are processed and paid via the internet. Customers receive an email from Elaundry confirming the number of articles and that the order has been picked up with confirmation of the delivery date. Elaundry returns the garments to our valet attendant who then hangs them inside the customer's vehicle. Through **SP+** proposed initiatives, our customers now are able to have mundane tasks like a car wash and laundry cleaned while away on a trip, resulting in more free-time on the weekends.

The laundry program was recently expanded in January 2016 to our Long Term parking facility. The order and drop off process remains that same as in Valet. On the customer's return date, the garments are placed in one of ten lockers located near the parking office on the ground floor of the garage. Customers are sent a text from Elaundry informing them of the locker number and 4-digit combination code to open the locker. Below please find a picture of the locker, drop off bin and marketing we procured and created to promote the service.

To the best of our knowledge SFO is the only large-hub airport that provides on-site dry cleaning services to its valued patrons and we look forward to bringing this important amenity to ABIA. **The Airport also received ten percent (10%) of the monthly net sales from both the dry cleaning and car wash programs.** We look forward to identifying a local provider to partner with in Austin to provide this popular amenity to customers at ABIA.

As off-airports have increased their service levels and often engage in price wars, coupled with the impact of transportation network companies like Uber and Lyft, attracting and retaining customers has become more difficult. A diligent focus on providing more than a parking space is necessary to protect revenue streams and having an operator with the proven experience to propose and implement new services and initiatives is key to achieving ABIA's strategic goals.

3. PROPOSED TRAINING BY POSITION

Describe in detail the type and duration of proposed training for all positions and how such training is designed to enhance customer satisfaction.

At **SP+**, we recognize that the unique talent of our employees is our competitive advantage. We value our team and create an atmosphere of service, integrity and respect. It is important we start new team members off on the right foot and they understand the company expectations of their position as well as our customer service philosophy. **SP+** has created position specific training programs to ensure every new employee will be properly prepared to produce their required tasks effectively and deliver each with service excellence. Please reference **Exhibit 9 –Training Schedules** for samples of position specific training schedules.

Beyond job specific skills training, during their initial training period new hires will complete intense studies in the areas of hospitality, safety & loss prevention; harassment awareness, service recovery; and general policies and procedures. This training period allows **SP+** an opportunity to screen out candidates who may not have been a good "fit" for the organization. Only the best employees who understand the meaning of genuine service will partner well with **SP+**.

Training Schedule

The **SP+** training period lasts approximately four weeks, however may vary based upon position. The first week will encompass a general orientation to our company, the ABIA location and to our service culture. As well each employee will begin to learn the specific tasks they are responsible for in their role. A trainer will be assigned to review required tasks with a new employee using the Tell, Show, Do and Review method for maximum learning retention.

In the second week the new employee will progress from job shadowing their trainer, to practicing direct service delivery with internal and external customers. The trainer is required to test new employees on their job specific task checklist to ensure they have successfully mastered each area. The employee will continue to complete assigned ***SP+ University*** training courses in tandem with this face to face task training.

By the third week of training the employee will be reverse shadowed by their **SP+** assigned trainer. The trainer will observe the employee for customer service delivery, accuracy in processes and procedures, and general responsibility completion. At the end of the third week of training the employee will complete any final testing requirements for their position. The fourth week of the training period is a stand-alone work environment, allowing the employee to work independently and to bring forth any additional questions or training gaps they may have with regards to their training.

Training Certification

At the end of this training period, the trainer, supervisor and manager will provide feedback to the employee on their performance over the first 30 days of employment. Employees who are successful in their new hire training receive their training certification certificates. At times a new employee may still be struggling with mastering their task requirements. If this situation arises, **SP+** will determine if re-training is needed or if progressive discipline should be applied for behavior modification.

Shuttle Driver Training

Due to the extensive legal responsibility of shuttle drivers **SP+** offers a comprehensive Operator Training Program consisting of intensive Classroom Training, Yard Training and Behind-the-Wheel Training. The Program is designed to be targeted and flexible so as to be utilized for new-hire, period and refresher training. Please refer to **Exhibit 9 – Training Schedules** for the Bus Operator Training Program for a detailed Operator Training Program Checklist and Table of Contents for our Shuttle Bus Operator Training Program.

Road Test Certifications

Pursuant to DOT and **SP+** policies, each driver must pass a road test certification. We perform annual driver performance evaluations, behind-the-wheel refresher and post-accident/incident training. This also enables the supervisor to impart valuable knowledge regarding the Airport, courtesy to patrons, policies and procedures (e.g. lost and found), traffic situations and vehicle operations.

Ride Along & Trailing Observations

A supervisor will accompany each driver on his/her route to observe and train in bus operations and customer service. Supervisors will also periodically follow each driver in an unmarked or Company vehicle to ascertain compliance with all traffic laws, Airport and Company rules, regulations, policies and procedures.

4. Overall Training Plan

Describe in detail your plan to provide training to enhance all employees' job performance and career development.

Our overall training plan follows below; employee career development is addressed in **Section F – Operation, Management and Personnel Plan.**

Training Programs - Excellence in Employee Performance

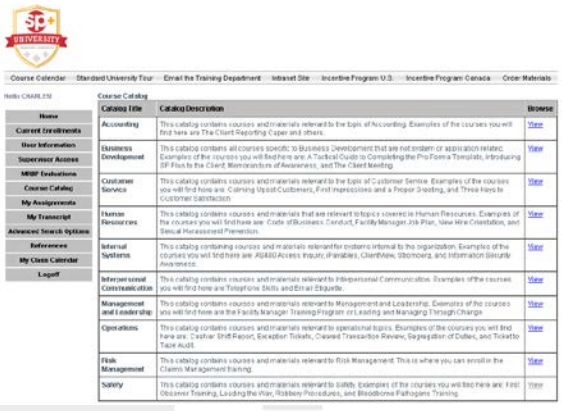
Because of the wide scope of operations we manage, **SP+** invested in establishing an internal system comprised of employees and resources to support corporate policy and client specific operational objectives. From this system, we utilize an established standard for selecting, training and supporting every level of employee who serves our client and customer. The system identifies and develops the skills and behaviors required to enable all of our employees to successfully perform their responsibilities every day, with every customer. No other parking company places as high a premium on employee development and its linkage to a professional, in-house training department.

Our Training Infrastructure

SP+'s reputation for excellence in on-site management and support office functions are built on a comprehensive, award-winning training methodology which identifies and develops the skills necessary to enable all of our staff from frontline to support office employees to exceed our already rigorous expectations. **SP+** is dedicated to value and significance of employee training and development and realizes its positive correlation to professionalism and excellent customer-centric service.

As a recipient of five national awards, including two Telly awards, and a National Award for Excellence by the National Association of Industrial Office Properties (NAIOP), **SP+** continues to enhance its already comprehensive job function specific curriculums by offering a variety of cutting-edge training techniques and deployment methods including online, instructor-led, MP3 learning, customized programs, mentorship programs and individualized instruction to ensure all employees, regardless of learning style or location can take advantage of our offerings 24/7.

SP+ University



SP+ University ® is the face of our learning management system which not only houses and tracks our training content and users, it also allows us to set up job specific curriculums. This provides the employee a definitive learning path to not only master their current position but to also provide them with the path necessary to advance within the company. **SP+** University is available to our employees 24/7 so they are able to get the training they need, when they need it. The robust reporting features allow managers the ability view the status of all completed training initiatives and the respective evaluation scores as well as those courses that are currently in progress by the employee.

On-boarding New Employees

Starting an employee off on the right foot in a new position is critical to fully engaging staff and quickly enhancing their performance. Every SP+ employee receives job specific training to ensure they understand their specific job requirements and the company's expectation of their role. **SP+** has created new employee training manuals specific to each position to facilitate the on-boarding of new staff.

Each employee is also required to complete job specific training in the SP+ University computer based training program prior to beginning work.

New Hire On-boarding

Blood borne Pathogens	First Observer Training	Hazard Communication
Introduction to Safety	Leading the Way	Non-Harassment and Diversity
Robbery Procedures		

Annual Requirements

Code of Business Conduct	Motor Vehicle Safety	Information Security Awareness

Every Other Year

Sexual Harassment Prevention

Optional Training

Proper Lifting Techniques	Directing Traffic	Vehicle Theft Prevention

Our Programs

Along with our job specific curriculums, we offer several programs that are required study for all employees of **SP+** including our Three Keys to Customer Service Program and Three Keys Refresher Programs. Our dedication to excellence in customer service is a companywide initiative created to ensure that our frontline staff as well as our supporting office employees appreciate the importance of exceptional customer service as well as consistently demonstrate extraordinary customer service skills.

The Facility Manager Training Program

The Facility Manager Training is comprehensive blended program utilizing instructor-led, web-based and individualized instruction to educate new and current facility managers on proper facility operating procedures which not only comply with our stringent internal audit policies processes but also comply with the requirements of Sarbanes-Oxley. The rigorous program requires each participant to complete approximately 6 hours of web-based pre-work in order to prepare for the intense instructor-led portion of the training. The instructor-led portion will not only solidify the content conveyed in the pre-work but it also offers the participants a chance to collaboratively discuss and learn from each other's experiences.

Upon completion of the program the participants are continually evaluated by utilizing realistic scenarios to ensure retention and application of the processes, procedures, policies and skills imparted during the training are being applied and implemented at each facility. Some of the topics covered in the Facility Manager Training include, but are not limited to:

Facility Manager Job Plan
Cleared Transactions
Manual Tickets
Exception Tickets
Cashier Shift Report
Ticket to Tape Audit
Underrings and Overrings
Cash Over/Short
Validations to be Billed Programs
Coupon Administrator Program
Ingress and Egress Reports
Segregation of Duties
Monthly Accounts Receivable
Tickets
Key Card Audits
AS400 Overview and Queries for Facility Managers
Honor Box Operations
Mystery Shopper Program
Operations Standards Reference Guide
Interviewing
Controlling Labor Costs
Reporting Payroll
Discipline Policies
Non-Harassment & Diversity
Safety

5. CUSTOMER SERVICE TRAINING

Describe proposed management and employee training pertaining to customer service including employee training for handling customers and training to assist patrons who are not familiar with the Airport or cannot locate their vehicle.

Our ability to achieve a high quality operation is greatly enhanced by the scope of operations at ABIA. By combining the parking, valet and shuttle services, **SP+** can ensure a consistent level of service across each job classification since all employees undergo the same customer service training. Establishing and communicating our high expectation level to each employee regardless of job title or role ensures a customer receives the same service from a cashier, valet attendant or shuttle driver. **SP+** has provisioned for a full-time trainer that will oversee our customer service and training programs and ensure compliance with the comprehensive training program more fully described in Section 6.

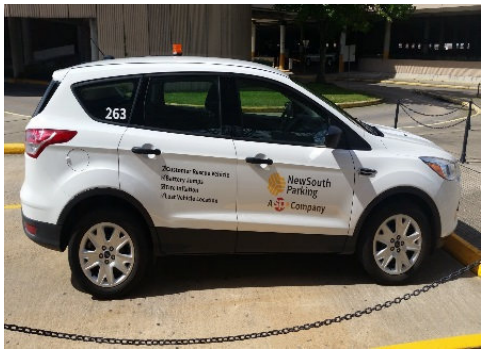
A major portion of all new-hire and annual refresher training will be a thorough education of the layout of the parking facilities and terminals. **SP+** provides its employees with an airport-specific card with key information such as airline location, parking rates, and phone numbers to various airport departments and personnel. The card serves as a quick reference for the most frequently asked questions; however, if the employee does not know the answer, they are trained to contact a supervisor or personally escort the customer to the parking office. **At no time may a patron be abandoned or passed off until the inquiry has been satisfied or issue has been resolved**.

Being new to ABIA, **SP+** will bring fresh eyes to the facilities and use the mindset of a customer using the facilities for the first time. A thorough review of the graphics package, including way finding and how to receive customer assistance, will be performed. **SP+** proactively provides suggestions to its clients on signage to enhance informational or way-finding to reduce customer confusion. For example, please find below before and proposed after signs **SP+** recently recommended at San Francisco International Airport for its garage elevator cores.

Before

After

When a customer returns to a dead battery or flat tire, do they know that the parking operator can provide assistance? SP+ will work with Airport staff to ensure adequate and informational signage is located in key access points visible to the public. At ABIA we believe the signage can be enhanced and we would propose to expand the signage to inside the shuttle buses as well as on our service vehicles. Below is an example of how services are advertised on a fleet vehicle.



To further assist efforts to ensure customers receive a consistent level of assistance, employees will also be cross-trained in the operations. For example, an employee who primarily works in valet will also be trained on how to work in a cashier lane, and vice versa. The cross-training allows for employees to have the opportunity to gain valuable experience and become a more well-rounded and useful employee to the operation. It also provides the employees the opportunity to interact with customers that will have a different set of issues but apply the same level of service. We will also take advantage of all operational synergies afforded to us with oversight of the combined services. For example, all employees will undergo the same customer service training and are educated on the Company's responsibilities in professionally managing all areas of the combined services – not just the service the employee is typically assigned to. As a result, employees are often reminded the mindset of "that is not my job" is not an option. If a shuttle employee sees debris while walking from the bus lot to the terminal, he is trained to place the debris in the nearest trash container. If a valet attendant sees a spill in the garage that presents a hazard, she calls a supervisor on the radio and remains at the site until a maintenance employee arrives with the proper tools to remove the spill. Cashiers are instructed that if no car is present in their lane but a customer has opted to use an adjacent automated lane, he or she must go and greet the customer and ensure no issues using the equipment.

Three Keys to Customer Satisfaction

Within the first three months of employment comes the enhancement of customer service skills through our targeted *Three Keys to Customer Satisfaction* training program. Our reputation for outstanding customer service has been built to emphasize facility and employee appearance, constructive customer relations and positive resolution of customer inquiries and concerns. Please see **Exhibit 7** for our *Three Keys to Customer Satisfaction* training materials.

Key #1—First Impressions: Facility and Employee Appearance. Employees learn the importance of maintaining a professional appearance both personally and within the facility or office.

Key #2—Successful Customer Interactions. Our business is effectively dealing with people whether as a cashier, valet attendant, auditor or bus driver, we are consistently interacting in some way with parking customers. To make sure these interactions always proceed smoothly, the Three Keys to Customer Satisfaction program enforces the importance of looking good, warmly greeting customers, communicating in a polite and professional manner, and saying good-bye with a sincere thank you.

Key #3—Effectively Resolving Customer Issues. Some customers want information, some want solutions and some just want an ear to bend. Training helps frontline and supporting office employees to identify the issue and determine the appropriate approach to take in order to get a resolution to satisfy the customer.

Three Keys Refresher Training Program

Customer service training does not stop with the Three Keys Customer Service Program. Our employees are required to continually update their customer service knowledge, skills and techniques by completing at least one refresher customer service training course per year to ensure their skill set is continually enhanced.

Customized Training Initiatives

Unique situations at a facility may require further analysis to precisely determine the specific training needs. Our Site Visit process allows our facilities to document and discuss their issues with a trainer who can then customize a training program specific to the needs to needs of the facility and its employees. This system not only provides customized training to our facilities, it also gives us insight to the needs of the company as a whole and where we need to concentrate development efforts.

6. Ensuring Consistent Customer Service

Provide a description of the Proposer's approach to ensure consistent customer service for all parking customers.

Training Compliance

New employees are immediately granted access to **SP+** University and a curriculum is assigned so they may begin their training immediately. Our learning management system tracks their progress and managers can see their progress. We augment our training program with a multi-faceted monitoring system designed to ensure superior on-the-job performance.

Continuous observation and review of employee customer service skills by supervisory staff allows SP+ to provide immediate feedback and corrective action where needed. Additionally the customer experience feedback provided by our mystery shoppers (please refer to the Mystery Shop Program section below) allows our leadership team to follow up with staff and provide refresher training if necessary.

In-house Auditing

Our in-house auditing team visit locations frequently to evaluate employee performance in technical as well as customer service proficiency.

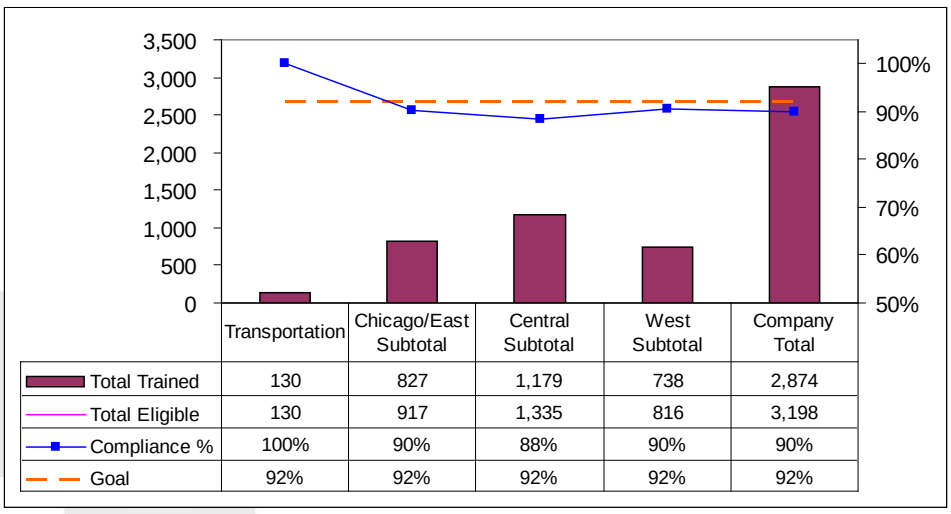
Senior Manager Audits

Senior managers supplement our in-house audits by performing their own regional audits two times a year using the Control Self-Assessment Program.

Frequency and Items Evaluated

We augment our training program with a multi-faceted monitoring system designed to ensure superior on-the-job performance.

- ***Training Compliance***. To guard against any new employees "slipping through the cracks," our corporate training department monitors compliance reports to verify that each new employee has participated in the appropriate training programs within the prescribed timeline. Quarterly these training compliance reports are distributed to all levels of management so that they can better gauge their training activity.



	Transportation	Chicago/East Subtotal	Central Subtotal	West Subtotal	Company Total
Total Trained	130	827	1,179	738	2,874
Total Eligible	130	917	1,335	816	3,198
Compliance %	100%	90%	88%	90%	90%
Goal	92%	92%	92%	92%	92%

Three Keys To Customer Satisfaction Compliance Report

- ***In-house Auditing***. Our in-house auditing team and our Corporate Training Department each visit locations on an annual basis to evaluate employee performance in technical as well as customer service proficiency. The respective manager being audited has an obligation to create

an action plan with timelines to improve those areas identified in the audit that are performing below expected standards. These reports and action plans are shared with every level of management from Senior Manager to CEO and regularly various levels of management meet to review scores for tracking progress and ensure accountability.

- ***Customer Surveys***. Customer surveys are routinely and randomly conducted so that our parkers can provide direct feedback and observations regarding the quality of our employees.
- ***Annual Three Keys to Customer Satisfaction*** Each year the Training Department surveys front-line employees hired within the previous 12 months. These surveys measure the level of training received and the employees' retention of the training program's objectives. For those areas that score below 95%, the respective Customer Service Coordinator must create and execute an action plan to improve scores before the year's end.
- ***Just in Time Training*** Where needed location managers can request customer service training sessions from the **SP+** training team to target specific problem areas such as behavior, grooming, and customer engagement. Below is a sampling of additional customer service training courses available to location managers as a resource in the ***SP+ University*** library.
  - Is It Me Am I The Issue
  - What is Exceptional Customer Service
  - Engage Me
  - It Is Only Going To Get Wrinkled Again
  - I Can't Believe They Just Did That

Mystery Shopper Program

SP+ has provisioned funds in its annual budget to contract with an independent firm to perform "Mystery Shopping" at ABIA. The mystery shoppers follow the pattern of a normal parking customer and are instructed to observe specific operational procedures and employee behaviors. Immediately upon exiting the facility, the mystery shopper completes a series of questions designed to determine if customers service and revenue control procedures were followed according to Company standards. For the shuttle operation, "ride-alongs" will occur where the shopper will act as a regular shuttle passenger and monitor driver engagement and safety, luggage assistance, and headway time compliance.

The frequency of mystery shopping varies by location and is typically scheduled by the Regional Manager in cooperation with the Airport staff. The mystery shopping is occasionally directed at a specific employee suspected of improper behavior or not meeting our high customer service standards.

The Mystery Shop program is also an excellent tool to document and highlight exceptional behavior. Any employee scoring 90% or higher is entered into a quarterly raffle for $250, which is accompanied by special recognition on the "wall of fame" board posted in each break room.

H. MARKETING PLAN

H. MARKETING PLAN

In today's marketplace, few people come to Austin-Bergstrom International Airport without knowing where they plan to park. The ease of researching airport parking online has made travelers more aware of the options, pricing, amenities and promotions offered by off-airport parking companies and online reservations marketers than ever before.

ABIA parking facilities are just one of several options passengers have for airport parking. Stiff competition from off-site parking operators such as The Parking Spot and FastPark & Relax means that airport parkers are no longer a captive audience. With today's tech savvy customers, airports and their parking operators must engage their customer base to create loyalty, retain business and increase market share.

R solutions℠
merchandising • promotions • marketing

For over 20 years, **SP+** has worked with R solutions to develop and implement successful marketing programs that have been proven to enhance awareness and increase parking revenues, by better utilizing airport parking facilities and increasing customer satisfaction. These highly customized programs have been proven to regain market share from off-airport parking – an industry which continues expand wherever market conditions allow. Our added services and loyalty reward programs encourage loyalty among existing travelers as well as attracting new parking customers.

SP+ proposes to work with R Solutions and Cultural Strategies, a local Austin provider of marketing, advertising and related services, to provide management, oversight and hands-on support for the comprehensive marketing program and new initiatives proposed for ABIA parking. Our responsibilities will include development and implementation of strategic initiatives, as well as oversight of R solutions and Cultural Strategies, as well as coordination with ABIA staff.

Airport Experience

SP+ is the only company with our level of experience and proven results for implementing marketing strategies at numerous airports across the country. We have the ability to analyze the current marketing efforts at ABIA for impact and return on investment. **SP+,** in partnership with R Solutions and Cultural Strategies, will review and refresh ABIA's existing marketing efforts where needed while offering creative ideas for effective advertising and new initiatives, like a Corporate Parker Program. Please reference **Exhibit 10 – Marketing Programs** for highlights from a number of successful marketing campaigns developed and managed by SP+ and R Solutions.

Current Marketing Efforts

ABIA presently has a noteworthy program and budget dedicated to marketing its parking offerings. Without a detailed description of current marketing initiatives, **SP+** is unable to fully analyze ABIA's marketing program. There are however several aspects that are visible and we know to be highly effective, such as the ParkPerk loyalty program and pay-per-click advertising. **SP+** brings a proven track record of design and management of creative, impactful marketing programs, and believes that we can assist ABIA in enhancing its marketing efforts to capture additional market share and increase net profits.

If selected as your new parking operator, our team will start with an in-depth review of current ABIA marketing initiatives and advertising venues, and competitive analysis of off-airport parking competitors. From there, we'll fine tune our recommended marketing initiatives and meet with ABIA staff to further discuss the details, budget, expected outcomes and metrics of success. Additional information on our proposed initiatives, experience and success at other airports is provided in this section. It is our hope that the information that follows will demonstrate the range of marketing capabilities our team brings to ABIA and our ability to take your marketing efforts to the next level.

1. The marketing plan's objectives and strategies should focus on the following:

1.1 Specific activities to foster customer satisfaction, establish customer loyalty, and attract new customers.

Amenity Programs to Foster Customer Satisfaction

SP+ continues to set new trends in the parking industry by introducing and implementing creative and customer driven amenities programs for its client locations across the country. Our programs are designed to make the parking experience as convenient and pleasant as possible by employing techniques, services, graphics and information that in combination or in part enhance the overall operation. We call this customer service minded approach *"Ambiance in Parking®"* – adding value to the customers' stay and providing conveniences is critical to building customer loyalty that results in repeat business. **SP+** has proven that parking can be creative and doesn't have to be boring.

At **SP+** we are driven to exceed the expectations of our customers and it is this commitment that has led to the ongoing development of unique customer service offerings. We recognize similar customer service programs are currently in place at ABIA and if selected, we will continue to execute all current programs with excellence. Some of the programs utilized by **SP+** at its airport operations include:

Dead Battery Assistance – **SP+** offers complimentary jump starts to any customers who return and discover their vehicle will not start due to a dead or low power battery. Our Maintenance team and on site management staff are always ready to help when needed to ensure a customer gets home safely.

Flat Tire Assistance – **SP+** offers complimentary tire inflation to any customers who return and discover their vehicle has a flat or low pressure tire. Our Maintenance team and on site management staff are always ready to help when needed to ensure a customer gets home safely.

Lost Vehicle Assistance – If a customer is having difficulty remembering where they parked their vehicle, **SP+** will assist with locating their car. We utilize the License Plate Inventory list to expedite the search for each vehicle if the tag numbers are known and if not; we will personally escort customers through the parking areas until their car is located.

Personal Escorts – If a customer would like an **SP+** representative to join them as they walk to their vehicle to enhance their sense of safety and security, we will provide an employee to assist.

Customer Appreciation Days

During the year, special items are given out as way to make the customers' visit a little more pleasant. A variety of complimentary services can be provided as a special way of saying "thank you" to our parking patrons. On certain holidays, candy can be distributed to customers as they exit (with wrappers that can be customized with the facility logo). Personalized promotional items, such as ice scrapers and key-chains, also can be distributed. As part of our Little Parker Program, we hand out coloring books, with safety tips along with crayons to children.

Comprehensive Customer Service Training

SP+ University has a library of over a dozen Customer Service Training courses which will be made available to all staff throughout the year at no cost to ABIA. Customer service courses can be assigned to employees to target areas where they may need a refresh on behaviors such as engaging with customers, professional verbiage, or personal carriage. However all employees are encouraged to attend any ***SP+ University*** courses they have an interest in to develop their customer service skills.

We are very proud of our achievements in ***SP+ University*** training; however we do understand face to face training has the highest impact for engaging staff and modifying customer service behavior. **SP+** can offer a team of training professionals as a resource for facilitating face to face customer service training sessions for the highest impact to motivate and engage ABIA employees.

SP+ training programs are addressed in more detail in **Section G – Training Plan**. Below is a sampling of a few of the customer service courses in the ***SP+ University*** library.

- Three Keys to Customer Satisfaction
- Is It Me Am I The Issue
- What is Exceptional Customer Service
- Engage Me
- It Is Only Going To Get Wrinkled Again
- I Can't Believe They Just Did That

Frequent Parker/Customer Loyalty Programs

Every loyalty program we develop is uniquely branded and designed for the specific airport it serves. This allows us to create a program around your goals – whether it is increased recognition of your own airport brand, customer appreciation, increasing parking revenues, or any combination of these and more. Our programs are designed to reinforce the Airport's unique brand and identity, specific offerings and local market.

It's important to note that ***the programs we develop and manage are owned entirely by our airport clients***. The concepts, branding, customer data and anything we develop or provide are yours – we do not share or sell customer data or information. While the loyalty programs we develop focus on parking, working with partners like R Solutions, we have the ability to expand them airport-wide to include retail, food & beverage and specialty concessions throughout the airport.

We recognize that Austin-Bergstrom International Airport has a strong Frequent Parker Program, ParkPerk, currently in place. If we are selected, we will review and periodically refresh the ParkPerk Program, working with ABIA to expand the programs reach and strengthen the customer connection an effective loyalty program builds. R Solutions will as well support the day-to-day operations of ParkPerk with responsibilities including (but not limited to):

- Future development and production of required FPP customer handouts/collateral material
- Answering member inquiries via phone, e-mail, fax
- Activation and fulfillment of the Frequent Parker Program Automated Pass and related customer handouts/collateral
- Member database management
- Monthly reporting
- Updating of the FAQ's and/or Terms & Conditions
- Member inactivity/account deactivation (for non-use after a specified period of time)

- Development, implementation and support for the proposed ABIA Corporate Parker Program
- Support through on-going promotions such as e-mail marketing initiatives, holiday and seasonal rate promotions, customer service surveys, etc.
- Monthly reporting to include; program metrics, new member sign-ups, PPC and SEO activity. A sample overview report from the T.F. Green program is provided at the end of this section.

An automated Frequent Parker Program (FPP) – like the one shown here from Akron Canton Airport – is fast and convenient for parkers. Members enter and exit through automated lanes by simply waiving their proximity card in front of a reader, similar to the ParkPerk process. Upon exiting, the system processes the entry and exit dates and times, calculates the parking charge and charges it to the customer's credit card on file. The transaction is processed and a detailed receipt is sent automatically to the member via e-mail. Online sign-up, data storage, credit card processing and record keeping are fully PCI compliant. These automated systems also reduce staffing costs by automating payment and exit functions.

Automated Frequent Parker systems are particularly popular among frequent business travelers who like the convenience of not having to pull a ticket at entry, a cashierless exit and a receipt in their email Inbox before they even get back to the office.

As with ABIA's ParkPerk program, each time a FPP member parks, their account is credited with points which can be redeemed for free parking for future stays.

Airport Parking Reservation System

The SP+ uses the **Click and Park™** online parking reservations system, allowing travelers to secure parking before leaving for the Airport. This is especially effective in "capturing" new or infrequent parkers who may not be familiar with the Airport.

Through a simple online transaction and reservation process, Click and Park™ facilitates precise inventory planning as it captures the demand for parking services. Importantly, the system has the ability to offer multiple service types, like premium parking or as a fully automated revenue control system for seasonal facilities where installation of a complete PRCS is not financial feasible.

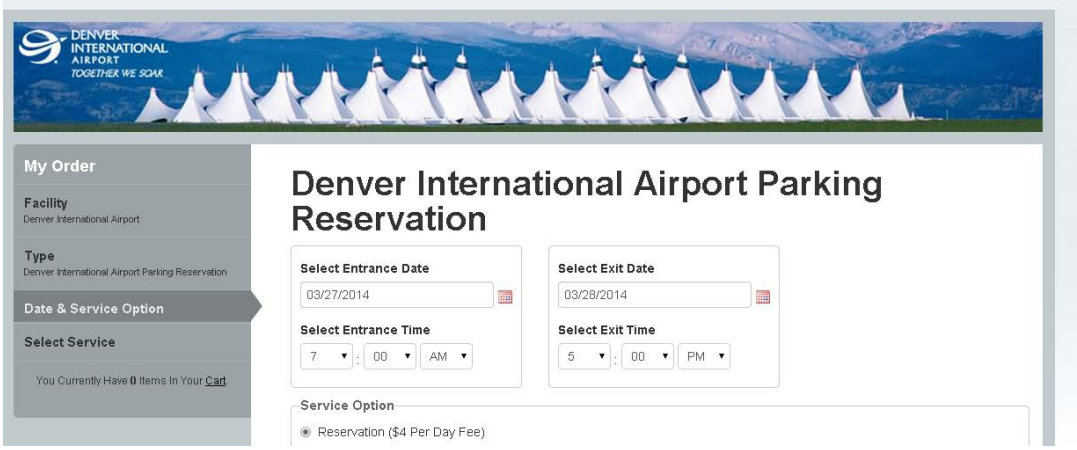
Advance booking greatly reduces the anxiety infrequent parkers may have about finding the Airport parking facilities. The Click and Park™ system is easy to use, PCI-DSS compliant and provides the parker with detailed directions from their doorstep to the parking facility.

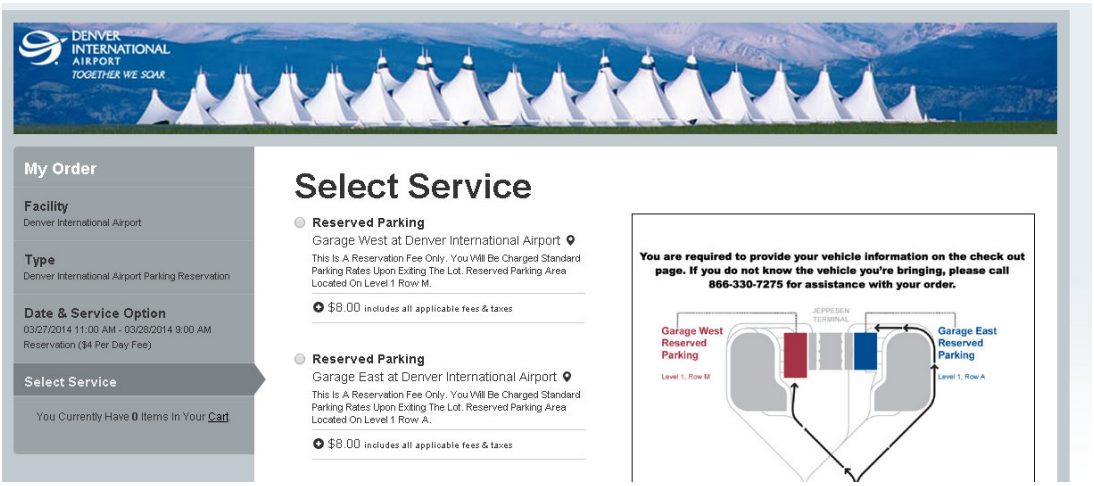
This added convenience has resulted in additional revenue at locations like Denver International and Hartford-Bradley International where parkers pay a daily premium to park in a designated area. The Click and Park™ system can be fully integrated into the S&B PARC system. The premium reservation fees generated bring **additional revenue** to the Airport's bottom line.

In April of 2014, SP+ rolled out our Click and Park® online parking reservation solution for DIA. The system offers reserved premium parking in both the East and West terminal garages. On many days, over 100 premium spaces are reserved at the daily premium of $4.

SP+ customer service representatives (CSRs) with iPads assist customers who arrive without advance booking but wish to utilize these most convenient premium parking areas. Our CSRs make regular vehicle checks using up-to-the-minute Click and Park® inventory reports that provide selected entry/exit times, vehicle and license plate information for each reservation.

Click and Park™ Online





Mobile Friendly

In addition, Click and Park™ takes advantage of the most current web programming technologies to automatically adjust to the device a customer is using. So if a customer is using their desktop, the web pages look one way, but if the customer views the website from their smartphone, the web pages alter their design to best fit the phone. This technology is called responsive design, and it provides Click and Park™ with a very flexible and responsive mobile capability. Whether a mobile phone or notebook, Click and Park™ will adjust to best fit the screen.

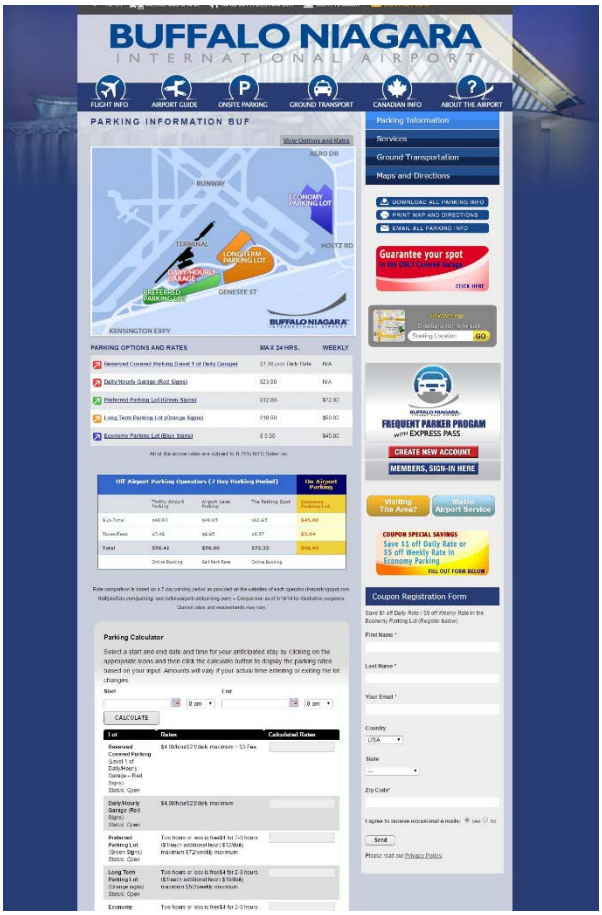
1.2 Implementing and sustaining a strategy with specific endeavors to effectively reach and impact our target market.

Competitive Analysis

The key to developing an effective plan for marketing airport self and valet parking is to understand the marketplace, including competing parking facilities and their product offerings. SP+ conducts periodic surveys and analysis of off-airport parking for a number of our airport clients. These analyses provide critical insight into parking rates, competing products and market share – all key to understanding the overall marketplace for your parking products and services.

SP+ will start with a review of current programs and advertising venues, and competitive analysis of off-airport parking competitors. Please reference **Exhibit 11 – Off Airport Competitor Analysis,** an initial review of competing off-airport parking offerings at ABIA. The cost of a monthly Competitor Analysis is provided for within the Marketing budget for this proposal.

Parking Guide – Dedicated Airport Parking Website



Austin-Bergstrom International Airport has invested significant time and resources in developing and administrating the www.austintexas.gov website routing customers to detailed airport and parking information. **SP+** has the ability to maintain this valuable resource and continue the enhancement of the ABIA website by developing and implementing a Dedicated Airport Parking Website.

Why a dedicated airport parking website? Constantly shifting web search algorithms, website functionality, integration with apps, customer user feedback affecting design are all reasons to upgrade the current ABIA website to our 'Parking Guide'. Airports do a great job of providing parking information on the web, but it's often limited to static content. Our '***Parking Guide***' webpages offer a great deal of flexibility:

- Real-time communication with prospective parkers, including space availability
- Seamless access to parking and other information on the Airport's website with click-thru links and easy to navigate tabs
- A single site for Premium Parking reservations, Frequent Parker programs and other offerings
- Easy access for Frequent Parking Program members to set up and access their accounts, to update profiles, payment source and other information
- A cost-effective method to conduct parking surveys and promotions
- Search engine optimization, to better reach your parking customers

Fresh content is essential, we update the website frequently to provide accurate content, properly functioning links, and optimized search engine results.

Search Engine Optimization and Online Strategies

Search Engine Optimization (SEO)

Off-airport parking companies actively solicit travelers by optimizing their parking websites (search engine optimization or SEO) for the best organic search results, in addition to running targeted Pay-per-Click (sponsored search) campaigns. Web-based marketing frequently contributes up to **50% of an off-airport parking location's customer base** and revenue. While the ABIA website is present in the organic search results under many common search terms, prominence drops substantially in the face of highly targeted sponsored search by competitors.

Specific Online Strategies

SP+ recommends continued online marketing and pay-per-click strategies for airport parking at ABIA Parking, including keywords related to "discount airport parking" and "Austin airport parking". The recommended $1,500 monthly budget is provided for in this proposal. After 30 days, the budget should be assessed based upon on the level of activity observed and the Return On Investment (ROI) achieved to determine if additional spend is recommended. Web traffic from these organic searches will be driven to a custom parking guide created for AUS by **SP+**.

Keyword	Avg, Monthly Searches	Est. CPC	Est. Monthly Clicks
aus parking	1200	$ 1.87	60
aus international parking	300	$ 1.10	15
austin airport parking	7000	$ 1.60	350
cheap aus parking	200	$ 1.99	10
discount parking at aus	300	$ 1.96	15
austin bergstrom airport parking	400	$ 1.09	20
austin bergstrom parking	300	$ 1.36	15
aus long term parking	50	$ 1.04	3
Totals:	**9750**	**$ 1.50**	**488**

The estimated Cost Per Click (CPC) is $1.50 and the estimated monthly clicks are 488. Additionally, we are using Broad Match in our keywords. This will keep us targeted and allow us to discover new keyword opportunities. The SEO strategy may be modified within two weeks of launch based upon observation and research. This plan should convert to additional words at a lower CPC within 30 days. Based upon keyword traffic research the estimated Click Through Rate (CTR) is about three percent.

In addition to pay-per-click advertising campaign, the **SP+** Interactive Marketing would provide the following services:

1. Improve website content and usability – Review the ABIA parking webpages to ensure that parking content that includes all necessary information in an easy to understand and navigate format. For example, users have to scroll down to get to the parking map – 70% of users won't scroll down. If your essential content is 'below the fold', 70% of your audience will never see it.

   The **SP+** web experts provide web marketing and support for over 100 parking locations, including several airports. They are experts at SEO and web-presence, and stay on top of the latest advancements and innovations. This team is available can perform periodic reviews and offer ideas and innovations from our experience at other locations that may be useful to ABIA.

2. Website Search Engine Optimization (SEO) - Review the ABIA online parking content for optimization. Determine the online marketing and pay-per-click strategies for airport parking at ABIA.
3. Local search – Local search by Google, Yahoo, Bing and other search engines is changing quickly and it is important to have a local search strategy.
4. Optimize Page One Content - When travelers searching for airport parking arrive on page one the information displayed in the PPC ads and organic search results page or title description content needs to be tailored to the search term. This will increase click through rates and improve results.
5. Promotional Web Coupon - All off-airport parking competitors often offer travelers web coupons. The coupon serves multiple purposes:
    a. Serves as a price quote to potential customers
    b. Makes it easy for a traveler to print one page with all map, directions, pricing information and basic parking information
    c. When the traveler prints the coupon they "make a commitment" to make the selected airport parking location a destination. This commitment is not as strong as pre-purchasing parking (a feature that can be added in the future). Through analytics added to the ABIA parking webpage, the conversion rate of number of coupons printed vs. redeemed can be measured and different promotions (including seasonal promotions such as a summer parking specials) can be tested and improved.

In the case of Austin-Bergstrom International Airport, couponing is traditionally searched outside of the main AUS parking website. ABIA has a very effective approach offering limited coupon access in order to maximize revenue. **SP+** recommends continuing this limited coupon access to the value shopping customers only featuring couponing via the "coupon" or "discount" search results only, not through the organic AUS parking search results.

1.3 Advertising in various media including non-traditional media and venues not used by offsite competitors.

Pandora Radio

SP+ understands progressive marketing is critical with the constant evolution of technology in customer use profiles. We think outside the box to find new ways to reach customers utilizing cutting edge technology. Investing in properly placed advertising with Pandora is one of the many options for non-traditional media venues where ABIA can create a market advantage. Pandora is Digital Radio geo-targeted to a specific area which has the ability to reach AUS customers.

In the past radio advertising was a resource for reaching local and regional customers, now the biggest threat to radio is the adoption of listening to digital mobile devices. Thirty five percent of adults now listen to radio on digital devices, and this number was projected to double in 2015. Radio in the past targeted in-car listeners, however about 1/3 of all new vehicles sold in the U.S. this year will come with Pandora digital radio installed. In many major metro markets, Pandora is now the #1 radio station and they have quadrupled their number of in-car listeners in the last year with about ½ of all radio listening taking place in automobiles.

Pandora offers 15 second or 30 second audio ads, with bonus companion banners allowing consumers to click right through to your URL. These are sold on a click per minute (CPM) basis, against an age demographic but Pandora also offers other targeting options including geography by zip code, genre and gender. If other targeting is added to the mix, then the CPM is increased. Pandora can provide budget options per market but they typically quote based on share of voice (SOV). For example: $3,000 budget would get 227,272 impressions in one market against one age demographic.

SP+ would recommend advertising a minimum of three (3) weeks of 30 second audio in all unit locations which run through the AUS targeted zip codes. The Marketing budget provided in the proposal includes a $3,000 Pandora radio campaign.

Local Media and Promotional Outlets

Our local media strategy will be developed and led by Cultural Strategies. Founded in 2009 by Sebastian Puente and Juan Tornoe, Cultural Strategies is recognized as a marketing and communications firm providing cultural insights, effective marketing concepts, and persuasive engagement strategies that resonate with diverse audiences. With rich experience in marketing and advertising, branding, communications, community engagement and advocacy outreach, Cultural Strategies helps businesses and organizations achieve their economic, cultural, and social and objectives.

Whether marketing a new product or engaging customers, Austin-Bergstrom International Airport is having to face increasingly segmented audiences categorized by socioeconomics, cultural heritage, language, lifestyles, and education, just to name a few. The question is how to reach them efficiently and within the context that is best suited for the ABIA campaign. Success hinges on an organization's ability to break through the noise and emotionally connect with its audience – Cultural Strategies has the ability to connect with AUS customers directly targeting the media they consume.

Please reference the below **Community Promotional Activities** section for specific promotional outlets recommended by **SP+** and Cultural Strategies.

1.4 Creating promotional activities within the community untapped by off-site airport parking operators.

COMMUNITY PROMOTIONAL ACTIVITIES

Local Events and Venues

Cultural Strategies is guided by a design-thinking approach that promotes empathy and puts the ABIA target audience at the core of everything. This human-centered design methodology helps them understand the psychology of AUS parkers and how to create innovative solutions to meet their needs and influence the behavior a marketing campaign desires. This customer focused thinking enables **SP+** and Cultural Solutions to connect Austin-Bergstrom International Airport with its surrounding community by targeting key promotional opportunities and strategic community relationships. Positioning ABIA in local events sets the groundwork for Austin-Bergstrom to be part of their surrounding community, not just a one-time thought when planning travel.

Sports venues offer very creative marketing platforms. **SP+** developed the "Park for Peanuts" campaign for T.F. Green Airport presenting a promotional opportunity for the airport to partner with local baseball teams offering fans the opportunity to win free parking when they purchased peanuts. This untapped advertising resource provided large audience reach at minimal cost to the airport.

Many other community based events offer excellent marketing prospects at a lower cost than other traditional advertising strategies. SP+ would build the relationship between ABIA and the community to provide the opportunities to sponsor events at venues such as "The Dunk" the Dunkin Donuts Sports Arena, the Summer Music festivals offered in downtown Providence, the Providence Boat Show, The Rhode Island International Film Festival, and travel and tourism events held at the Rhode Island Convention Center. Each of these venues has the platform for ABIA marketing efforts to reach the catchment area for AUS airport travelers.

Unique Local Promotions

SP+ and R Solutions recently developed a promotion for Memphis International Airport, where each month the Airport awards one month of free parking in a reserved Elite Parking space. The promotion is designed to advertise in-Terminal, with signage and hand-outs at exits and other relatively low-cost, high-impact methods. Entrants are directed to a website to enter.

The promotion was designed primarily to help the Airport gather valuable traveler data and insight into its traveler's preferences and motivations. As part of the online entry process, we present a few brief questions – designed specifically for your Airport – regarding travel frequency and related preferences. This data can then be compiled to assist in analyzing the program and future marketing initiatives. Entrants can also opt-in to receive future promotions from the Airport.

The promotion also helps the Airport to build a database of parking customers for future promotions.

1.5 Establishing and mending rapport/partnerships with major local businesses.

Corporate Parking Programs

A corporate parking program is typically comprised of elements such as a Frequent Parker loyalty program – perhaps with enhanced benefits – such as a preferred parking area. We help our airports to select the program features most appropriate to meet their goals. Whatever the features of the corporate program, it provides an opportunity get in front of the corporate travel managers who influence your most frequent travelers' parking choices, and to motivate them to encourage their parkers to utilize on-airport parking.

SP+ will partner with Cultural Strategies and R Solutions to conduct local outreach, build these relationships and rapport with major local businesses. We start by compiling a "target" list of the largest companies in the greater Airport catchment area and identifying the in-house travel agency or travel manager. We will then arrange in-person meetings that typically include a member of the Airport's landside or marketing team. These meetings allow us to identify current parking patterns and existing relationships these companies may have with competing off-airport parking facilities.

Our marketing team will work with ABIA to develop of a unique ABIA-branded Corporate Parking Program via the below.

- Develop the Corporate Parking Program to attract new companies.
- Develop rules and regulations of program use.
- Indicate benefits for the company and the individuals using the program.
- Develop folder, sell sheet and other collateral pieces.
- Identify top employers/companies in the catchment area to approach to join the program.
- Contact local businesses and explain new corporate program.
    - Letter of invitation, Registration form, Face to face meeting, Follow up
- Meet with them to explain the program benefits.
- Determine how the company should be charged for parking.
- Determine how employees accrue points to take advantage of the premiums.
- Establish executive offers such as "free" parking day, etc.

Please reference the **Exhibit 12 - Corporate Parker Program collateral.**

By utilizing quarterly face to face meetings and tracking sales with corporate travel managers from local business partners we will learn about their traveler's parking needs and brief them on ABIA parking options and additional benefits we offer to corporate travelers of TX based companies.

This extensive local involvement is also an excellent mentorship opportunity for our local M/DBE marketing provider, Cultural Strategies, who will ultimately lead these important local efforts.

To the extent possible, we gather data as to the number of travelers they have utilizing the Airport, where they typically park and any special pricing or benefits being offered by the competition. We also discuss the features/benefits of the Corporate Parking Program and our ability to develop a program specific to that company or organization. We solicit feedback to determine how we might better meet their parking needs. These meetings are crucial to developing the right program and for effectively targeting our efforts.

Cultural Strategies will make regular calls on established corporate accounts, as well as prospective corporate travel managers and agencies, interfacing at meetings and professional events targeted for these important contacts – like the Association of Corporate Travel Executives.

Many companies utilize corporate 'intranet' travel websites that push their travelers to specific airlines, hotels, rental car companies and even parking facilities. We have found that by designing a corporate parking program, unique to these individual companies, we can often gain a presence on these corporate travel sites to promote use of the local airport.

In competitive airport environments, corporate parker programs greatly support the City's efforts to promote use of the local Airport.

SP+ has developed Corporate Parking Programs at many airports. These programs are typically integrated into an existing Frequent Parker Program and offer added benefits, discounted parking or rebates to enrolled companies. Like the Frequent Parker Program, each corporate traveler is issued an FPP Access Card that is tied to a credit card on file (personal or corporate or even both) that provides automated entry and exit to the parking facilities. The corporate member's Access Card is also tied to a designated corporate account.

When a Corporate Member parks at the facility, the system recognizes the user's corporate sub-group and applies any parking discounts or other benefits that may apply at exit. The credit card on file will be billed in accordance with the pricing structure established for that particular corporate group and a receipt is emailed to the member for easy online expense reporting. Individual employees still enjoy the perks of being enrolled in the Frequent Parker Program.

1.6 Customer feedback process to routinely gauge the effectiveness of parking products/services.

CUSTOMER FEEDBACK

"How Do We Rate?" Customer Satisfaction Surveys

SP+ has developed an online parking survey designed to collect timely and accurate information about the parking services we provide. Using signage with a "Take One" Insert, the customer is driven to a unique URL where they will answer a series of short questions about their parking experience. This data is then compiled into monthly reports to assist us in analyzing the parking operations and future marketing initiatives.

The costs associated with developing the online survey(s), quarterly updates, data collection and related information are all included in this proposal

Mystery Shop Program

SP+ has provisioned funds in its annual budget to contract with an independent firm to perform ten (10) "Mystery Shops" per month at ABIA. This Mystery Shopping / Riding program will cover self-parking, valet parking, and shuttle service. The mystery shoppers follow the pattern of a normal parking customer and are instructed to observe specific operational procedures and employee behaviors.

Immediately upon exiting the facility, the mystery shopper completes a series of questions designed to determine if customer service and revenue control procedures were followed according to Company standards. The frequency of mystery shopping varies by location and is typically scheduled by the Regional Manager in cooperation with the Airport staff. Occasionally the mystery shopping is directed at specific shifts not meeting our high customer service standards or at a specific employee suspected of improper behavior.

1.7 Performance milestones for implementing specific marketing activities.

PERFORMANCE MILESTONES

Achieving each of marketing activity milestone in a timely manner will greatly impact the effectiveness of the marketing campaign. Please see the below recommended timeline for implementation of marketing efforts.

Austin Bergstrom International Airport
Suggested Timeline

	MONTH 1				MONTH 2					MONTH 3				MONTH 4				MONTH 5				MONTH 6				
Week:	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	5
PARKING BRANDED WEBSITE & MARKETING (Website Development, Search Optimization & Ongoing Web Support)																										
CLICK & PARK ONLINE RESERVATIONS																										
ON-AIRPORT PARKING SWEEPSTAKES																										
ON-AIRPORT CAMPAIGN (Handouts, Signage, etc)																										
MEDIA CAMPAIGN																										
ON-GOING FREQUENT PARKER PROGRAM MANAGEMENT/SUPPORT																										
CORPORATE PARKER PROGRAM LAUNCH																										

2. The marketing plan should be executed by using the following tactical elements:

TACTICAL ELEMENTS

2.1 ADVERTISING

Advertising and Promotional Methods

SP+ understands the value local advertising and sponsorships can create. We have developed advertising programs designed to meet the client budget and to reach as much of the target audience as possible.

Billboards – Billboards are a very effective way to reach drive-in passengers and the local drive market, and controlling close-in billboard locations prevents off-site competitors from utilizing this advertising space. The cost of billboard advertising in the Austin area is $6,000 - $10,000 per month, per billboard. However with the upcoming election season, the cost of this marketing venue may dramatically increase and will not be off-set by increased parker viewing. When deemed cost-effective, Cultural Strategies will act as the advertising agency to negotiate and place advertising on billboards, radio and other traditional media. Being local gives Cultural Strategies the ability to work with these existing ABIA promotional resources to recognize shifts in the promotional venues before they arise and to maximize project impact while minimizing cost.

Unused Terminal Space - SP+ recognizes parkers have significant gap time between when clearing airport security until flight boarding, this is a captured audience. We will review the ABIA terminal to identify high impact locations where on-site airport parking advertising can be featured in unsold or underutilized spaces. **SP+** has developed multiple highly successful and memorable marketing campaigns creating a fresh, new image for on-site airport parking.

Sponsorship of Valet or Premier Parking

SP+ has developed a strategic relationship with Airport Marketing Income (AMI), a pioneer in airport-based experiential marketing and Sponsorship Programs. By recognizing an airport's unused assets, AMI creates innovative brand experiences that generate revenue, increase sponsor reach and enhance the passenger experience. AMI is the only sponsorship agency that focuses on airports exclusively.

AMI has in-depth knowledge of the airport environment, an intimate familiarity with the air travel population and a keen awareness of how integrated sponsorships and experiential marketing programs can positively impact the passenger experience, public perception and airport revenues. AMI has well established best business practices for working with airports, internal airport departments, as well as concessionaires and developers

AMI is experienced in the creative presentation and corporate marketing of sponsorship and experiential marketing programs for airport parking facilities and will work closely with AUS, SP+ and R Solutions to develop sponsorship opportunities that drive incremental revenue as well as promote usage of "on airport" parking.

A first of its kind **multi-year** Preferred Parking Program Sponsorship at Boston Logan International Airport is bringing over $365K to the Airport over the initial term of agreement. AMI has also been successful in placing a paid sponsorship for parking facilities at Dallas Love Field.

2.2 SALES PROMOTIONS

(short term incentives to encourage the use of on-airport parking, i.e. coupons, contests, etc.)

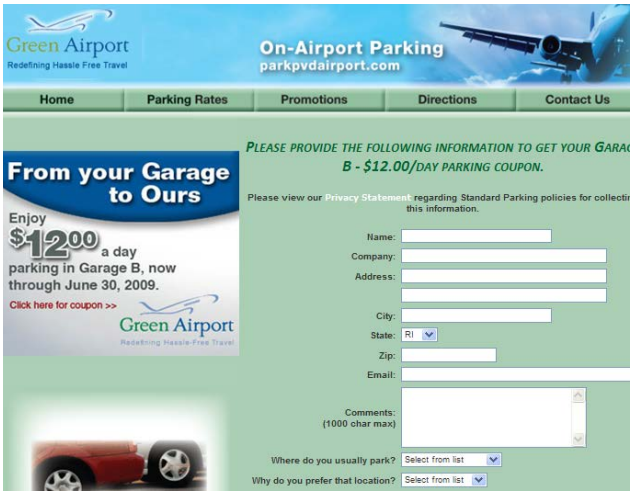
Seasonal Promotions

SP+ has worked with R Solutions to create several targeted promotions to help build excitement and awareness for airport parking facilities and programs. Using year round or seasonal promotions such as Facebook, local events and holidays would allow Austin-Bergstrom International Airport to promote on-site parking with general parkers and to re-engage existing parkers throughout the year.

Online Couponing & Other Programs

Online search optimization and pay-per-click are highly cost-effective for targeted coupon promotions and discounts, reaching the value minded parker without giving discounts to those who are not. A strategy first developed by off-airport parking competitors, it allows airports to secure parkers before they leave home or consider other options.

In the example below from T.F Green, coupon users enter a few bits of information, including an email address where the non-reproducible coupon is emailed. Each coupon has a unique code that cannot be re-used once it has been redeemed.



Users can also be presented with a few brief questions – designed specifically for ABIA regarding travel frequency and related preferences. This data can then be compiled to assist in analyzing the program and future marketing initiatives. This illustrates one of the advantages of offering your own unique customer loyalty program as opposed to an out-of-the-box solution.

One of the advantages of online discounts and couponing is the ability to quickly modify the offering, carefully measure and restrict distribution, and to quickly cease distribution at any time.

Airport Parking Sweepstakes

A sweepstakes provides the perfect pre-launch platform for a Frequent Parker Program, building awareness of on-airport parking options and a database of prospective parkers to market directly to. In the future ABIA may want to re-engage the current ParkPerk members and a sweepstakes provides the perfect platform to re-launch the brand and to connect with new AUS customers.

At T.F. Green, we ran the "**Love Green. Love Parking. Love Bug**" sweepstakes, where through the advertising and marketing of the promotion, we were able to obtain a new Volkswagen Beetle to give away at **NO COST** to the Airport. Through this sweepstakes we collected over 50,000 mail and email entries form T.F. Green's tri-state catchment area.

The database that can be generated through this type of promotion can be used for a number of direct marketing initiatives focusing on the advantages of parking at on-Airport parking lots. The database can also be used to send email updates announcing improvements at ABIA, construction and air service updates, special offers, and other current information.

It is important to note that any information obtained through these marketing efforts and the database created, is the property of the Authority. R Solutions and **SP+** will not sell or share this information, nor will it be used for any means other than prescribed by the Airport.

Hartford – Bradley International Airport

In response to fast-growing competition from off-airport parking during the early 1990's, Bradley International and SP+ worked together to counter the competition with aggressive public relations and marketing campaigns. **SP+** kicked off the campaign with a news conference, announcing a free ticket giveaway in partnership with the NHL's Hartford Whalers.

But even proven marketing initiatives must be updated and refreshed in order to address ever-changing market conditions and remain effective. With the opening of the 3,400 space parking garage in front of the new Bradley terminal, **SP+** initiated a new marketing campaign designed to increase customer awareness and target market share from off-airport competition. Our advertising efforts took advantage of a wide range of advertising mediums including, billboard, in-terminal signage, radio, website and newspaper. As a result of this campaign **SP+** was able to increase facility usage by over 30% in less than two months and the facility is currently running at over 90% of capacity.

Kansas City International Airport

The scope, variety and overall success of our marketing initiatives at Kansas City International Airport are a great example of our experience and expertise in marketing airport parking facilities.

In 2006 SP+ brought in R Solutions to assist in developing a marketing program to promote on-airport parking at KCI and increase market share against aggressive off-airport competition. The initial promotion was a sweepstakes to create excitement and awareness, which generated a database of over 10,000 parking patrons and served as the foundation for the *Auto Pilot Rewards Program*™ – a frequent parker program designed to stimulate repeat business and customer loyalty has proven to do exactly that. This unique program has been highly effective in increasing market share.

But an effective program requires more than marketing. Prior to developing our campaign, SP+ conducted a market analysis of off-airport parking competition that included current market share, estimated off-airport gross revenue, customer amenities and pricing. This analysis helped us to establish objectives by target audience and to set realistic goals for increasing the on-airport market share

Through this process, we identified substantial opportunities existed for our marketing campaign to draw new market share from the off-airport competition at KCI. It also enabled us to target resources for the greatest efficiency and highest return.

In data collected in early 2005, annual revenues diverted to off-airport competition were shown to exceed $4 million. SP+ performed an informal capacity analysis that determined that each off-airport facility was running high overnight inventory counts and were at or near capacity during daytime peaks. We were also able to identify the total available market share and to compare that demand with available spaces on-airport during peak periods.

Once the competitive analysis was complete **SP+** developed a service matrix that was used to determine an effective advertising and marketing strategy tied to a specific target group. Motivators by target-group are essential in building an effective program. For example, the leisure traveler tends to be very price sensitive and other amenities and programs such as frequent parker benefits are secondary in their decision process. Seasonal specials, online coupon discounts and pay-per-click campaigns are very effective methods for capturing these value conscious travelers without decreasing your standard pricing and thereby eroding long term revenues.

The business traveler is less price-sensitive and given their frequent travel requirements benefits such as convenient door to door service, auto services and frequent parker programs are major motivators. It has been our experience that it is easier to target the business traveler for premium products where close proximity, covered parking, frequent parker rewards, faster ingress egress options and corporate accounts are major motivators. Our approach is to build a database of parker information that allows us to specifically target each group in the promotion of both premium and economy parking.

2.3 PUBLIC RELATIONS

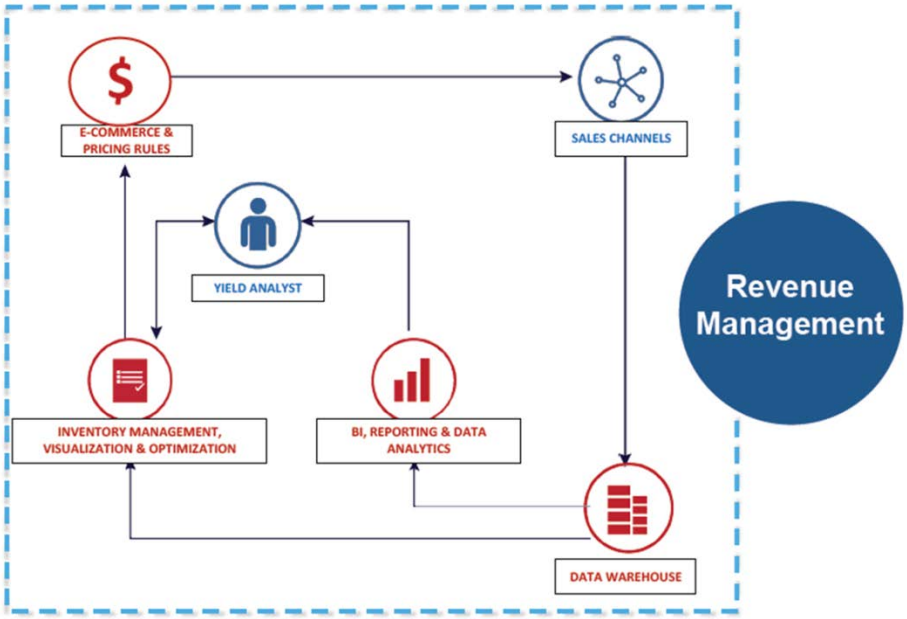
As referenced in earlier sections, Cultural Strategies, a local Austin provider of marketing, advertising and related services, will provide management, oversight and hands-on support for the comprehensive marketing program and new initiatives promoting on-airport parking for Austin-Bergstrom International Airport. Cultural Strategies will engage ABIA in local events; assist in building the relationship with the local Chamber of Commerce; and continue to expand the membership of the ParkPerk program within the Austin municipality and beyond.

2.4 DIRECT MARKETING

Yield Management & Revenue Optimization – Manchester Airports Group USA

SP+ recognizes there is significant opportunity for growing market share and enhancing car park revenue at Austin-Bergstrom International Airport. However, in order to unlock this potential ABIA would require an evolution in approach to encourage market and modal share penetration and revenue maximization. **SP+** has developed a strategic relationship with Manchester Airports Group USA (MAG), an airport management and services company providing an innovative approach to dynamic pricing in the airport parking industry.

Growth in the off-airport market is an expanding trend and ABIA is not immune. Key markets exploited by the off-airport operators are the longer stay durations, which airports typically price themselves out of through daily rates that become cost-prohibitive as trip durations increase. Customers consider the total parking transaction value and compare this to other modes of getting to the airport, rather than considering price per day. ABIA, in conjunction with **SP+** and MAG, can be pro-active & deliberate in targeting these markets to ensure market share is not eroded, and in fact is expanded.



ABIA has the opportunity to 'think different' by creating a new future for parking at the airport which will deliver revenue growth, diminish the off-airport threat and at the same time improve customer experience. MAG can design, deliver and manage a commercial trading model and marketing plan for ABIA airport. By implementing these proven strategies and systems, MAG could significantly increase ABIA parking revenue and EBITDA.

The Marketing budget proposed by SP+ does not specifically address the MAG offering but should ABIA consider a move in this direction, portions of the current budget could be transferred to this initiative, in particular, items such as pay-per-click, which would be a significant part of the MAG initiative.

Please refer to **Exhibit 13 – Manchester Airports Group USA.**

PVD Frequent Parker PROGRAM

DECEMBER, 2015

Enrollments	244
Total Enrollments	11,579
Active Enrollments	4,571

Inventory of FPP Cards

On hand (1/1/16): 200

Total Member Demographics

CT residents	1,463	13%
MA residents	5,079	44%
RI residents	4,547	39%
Other	501	4%

Corporate Sign Ups

CORPORATE SIGNUPS			
BENNY		HEX	
BROWN		LLC	
BRYANT	2	LIN MEDIA	
Carousel		MAGNA	
CFG		MRC	1
CVS		NMC	
FGXI		PC	3
FMG		SENSATA	
GDEB		STAPLES	
GDMS	2	UNFI	
GTECH		URI	
GDIT			

R solutions
merchandising • promotions • marketing

I. OPERATING BUDGET

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	PARKING	**FY16 Proposed Employees**	**FY16 Proposed Budget**
1.00	**PAYROLL**		
	Management:		
	Airport General Manager	1	82,000
	Airport Assistant General Manager	1	60,000
	Finance Director	1	58,000
	HR Clerk	1	50,000
	Sub-Total	4	$ 250,000
	Non-Management:		
	Parking Cashiers	28	530,729
	License Plate Inventory	10	204,093
	Flaggers	9	244,741
	CSA/Maintenance	16	282,729
	Ambassador - Lot A	4	75,818
	Accounting Assistant	1	32,000
	Audit Clerk	2	42,224
	Receptionist	1	29,120
	Parking Supervisors	12	250,201
	Overtime Pay		49,123
	Vacation, Sick, Holiday, and Other Pay		100,430
	Sub-Total	83	$ 1,841,208
	TOTAL PAYROLL	**87**	**$ 2,091,208**
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes:		
	FICA		159,977
	Unemployment		41,824
	Sub-Total		$ 201,802
	Benefits:		
	401(k)		11,706
	Health Insurance		240,881
	Sub-Total		$ 252,587
	Insurance:		
	Workers Compensation		151,613
	Sub-Total		$ 151,613
	TOTAL TAXES, BENEFITS, & INSURANCE		**$ 606,001**
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies		36,663
	Garage Supplies		10,999
	Water Dispenser		1,800
	Janitorial Supplies		7,620
	Sub-Total		$ 57,082
	Equipment Maintenance / Leasing		-
	Sub-Total		$ -
	Uniforms		8,400
	Sub-Total		$ 8,400
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		**$ 65,482**
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		
	Telephone/Long Distance Service		2,400

EXHIBIT 1

	FY16 Operating Budget (October 1, 2016 - September 30, 2017)		
	PARKING	**FY16 Proposed Employees**	**FY16 Proposed Budget**
	CCTV / Intercom Maintenance (est. six cameras and a recorder)		-
	Cell Phones (no more than two)		2,460
	Internet Connectivity		-
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM		**$ 4,860**
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**		
	Revenue Control System Supplies (Consumables)		-
	Key Cards		9,000
	Tickets		14,020
	Sub-Total		$ 23,020
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES		**$ 23,020**
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**		
	Armored Car Service		63,600
	Postage		6,000
	Printing		11,000
	Sub-Total		$ 80,600
	Human Resource Training / Tests		4,306
	Time Recording System		3,000
	Automated Payroll processing		3,000
	Recruiting		5,700
	Sub-Total		$ 16,006
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING		**$ 96,606**
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES**		
	Shuttle Repairs / Preventive Maintenance		-
	Bus Cleaning and Supplies		-
	Bus Washing		-
	Sub-Total		$ -
	Vehicle Maintenance		-
	Automotive Equipment and supplies		-
	Sub-Total		$ -
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES		**$ -**
8.00	**CONTINGENCIES**		
	Miscellaneous Expenses / Projects		8,700
	Emergency Services / Labor / Parts		-
	Marketing		470,280
	Mystery Shopper		6,000
	Signs		1,980
	Licenses and Permits		300
	TOTAL CONTINGENCIES		**$ 487,260**
9.00	**SUB-CONTRACTED SERVICES**		
	Subcontract Services - Custodial Services		168,480
	TOTAL SUB-CONTRACTED SERVICES		**$ 168,480**
10.00	**MANAGEMENT FEE**		
	Administrative Management Fee (See Total Combined Budget and Management Fee Offer)		369,000
	TOTAL MANAGEMENT FEE		**$ 369,000**
11.00	**OTHER EXPENSES**		
	Credit Card Settlement Charges		849,104
	Credit Card Chargebacks		-

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)		
PARKING	**FY16 Proposed Employees**	**FY16 Proposed Budget**
Bank Service Charges		40,200
TOTAL OTHER EXPENSES		**$ 889,304**
GRAND TOTAL EXPENSES		**$ 4,801,221**

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	SHUTTLE (PARK RIDE)	**FY16 Proposed Employees**	**FY16 Proposed Budget**
1.00	**PAYROLL**		
	Management:		
	Transportation Manager	1	75,000
	Sub-Total	1	$ 75,000
	Non-Management:		
	Trainer	1	37,960
	Shuttle Supervisors	5	157,680
	Dispatchers	1	14,352
	Drivers	77	1,900,920
	Overtime Pay		105,546
	Vacation, Sick, Holiday, and Other Pay		137,993
	Sub-Total	84	$ 2,354,451
	TOTAL PAYROLL	**85**	**$ 2,429,451**
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes:		
	FICA		185,853
	Unemployment		48,589
	Sub-Total		$ 234,442
	Benefits:		
	401(k)		6,000
	Health Insurance		265,009
	Sub-Total		$ 271,009
	Insurance:		
	Workers Compensation		176,135
	Sub-Total		$ 176,135
	TOTAL TAXES, BENEFITS, & INSURANCE		**$ 681,586**
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies		5,500
	SmartDrive cameras for inside the shuttles		16,200
	Zonar (Pre-trip, Post trip,passenger count)		10,500
	Sub-Total		$ 32,200
	Equipment Maintenance / Leasing		-
	Sub-Total		$ -
	Uniforms		24,000
	Sub-Total		$ 24,000
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		**$ 56,200**
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		
	Telephone/Long Distance Service		4,200
	CCTV / Intercom Maintenance (est. six cameras and a recorder)		-
	Cell Phones (no more than two)		2,160
	Internet Connectivity		-
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM		**$ 6,360**
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**		
	Revenue Control System Supplies (Consumables)		-
	Sub-Total		$ -
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES		**$ -**
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**		

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	SHUTTLE (PARK RIDE)	**FY16 Proposed Employees**	**FY16 Proposed Budget**
	Postage		1,200
	Printing		-
	Sub-Total		$ 1,200
	Human Resource Training / Tests		7,488
	Time Recording System		2,500
	Automated Payroll processing		2,500
	Recruiting		1,800
	Sub-Total		$ 14,288
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING		**$ 15,488**
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES**		
	Shuttle Repairs / Preventive Maintenance		450,000
	Bus Cleaning and Supplies		5,000
	Sub-Total		$ 455,000
	Vehicle Maintenance		-
	Sub-Total		$ -
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES		**$ 455,000**
8.00	**CONTINGENCIES**		
	Miscellaneous Expenses / Projects		6,500
	Mystery Shopper		6,000
	TOTAL CONTINGENCIES		**$ 12,500**
9.00	**SUB-CONTRACTED SERVICES**		
	Subcontract Services - Bus Washing		45,000
	TOTAL SUB-CONTRACTED SERVICES		**$ 45,000**
10.00	**MANAGEMENT FEE**		
	Administrative Management Fee (See Total Combined Budget and Management Fee Offer)		-
	TOTAL MANAGEMENT FEE		**$ -**
11.00	**OTHER EXPENSES**		
	Credit Card Settlement Charges		-
	Credit Card Chargebacks		-
	Bank Service Charges		-
	TOTAL OTHER EXPENSES		**$ -**
	GRAND TOTAL EXPENSES		**$ 3,701,585**

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	VALET	**FY16 Proposed Employees**	**FY16 Proposed Budget**
1.00	**PAYROLL**		
	Management:		
	Valet Manager	1	40,000
	Sub-Total	1	$ 40,000
	Non-Management:		
	Valet Cashiers	6	115,384
	Valet Supervisors	5	96,703
	Valet Runners	24	450,530
	Overtime Pay		29,660
	Vacation, Sick, Holiday, and Other Pay		30,261
	Sub-Total	35	$ 722,538
	TOTAL PAYROLL	**36**	**$ 762,538**
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes:		
	FICA		58,334
	Unemployment		15,251
	Sub-Total		$ 73,585
	Benefits:		
	401(k)		381
	Health Insurance		70,308
	Sub-Total		$ 70,689
	Insurance:		
	Workers Compensation		55,284
	Sub-Total		$ 55,284
	TOTAL TAXES, BENEFITS, & INSURANCE		**$ 199,558**
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies		4,280
	Sub-Total		$ 4,280
	Equipment Maintenance / Leasing		-
	Sub-Total		$ -
	Uniforms		8,400
	Sub-Total		$ 8,400
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		**$ 12,680**
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		
	Telephone/Long Distance Service		1,080
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM		**$ 1,080**
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**		
	Tickets		3,760
	Sub-Total		$ 3,760
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES		**$ 3,760**
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**		
	Armored Car Service		-
	Sub-Total		$ -
	Human Resource Training / Tests		1,309
	Automated Payroll processing		3,704
	Recruiting		475
	Sub-Total		$ 5,488
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING		**$ 5,488**

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	VALET	**FY16 Proposed Employees**	**FY16 Proposed Budget**
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES**		
	Shuttle Repairs / Preventive Maintenance		-
	Sub-Total		$ -
	Vehicle Maintenance		-
	Sub-Total		$ -
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES		**$ -**
8.00	**CONTINGENCIES**		
	Miscellaneous Expenses / Projects		720
	Signs		1,000
	Myster Shopper (Included in Parking Budget)		-
	TOTAL CONTINGENCIES		**$ 1,720**
9.00	**SUB-CONTRACTED SERVICES**		
	Identify and itemize budget for applicable sub-contracted services (i.e. security,		-
	valet services, etc.)		-
	TOTAL SUB-CONTRACTED SERVICES		**$ -**
10.00	**MANAGEMENT FEE**		
	Administrative Management Fee (See Total Combined Budget and Management Fee Offer)		-
	TOTAL MANAGEMENT FEE		**$ -**
11.00	**OTHER EXPENSES**		
	Credit Card Settlement Charges		-
	Credit Card Chargebacks		-
	Bank Service Charges		-
	TOTAL OTHER EXPENSES		**$ -**
	GRAND TOTAL EXPENSES		**$ 986,824**

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	TOTAL OPERATION	**FY16 Proposed Employees**	**FY16 Proposed Budget**
1.00	**PAYROLL**		
	Management:		
	Airport General Manager	1	82,000
	Airport Assistant General Manager	1	60,000
	Finance Director	1	58,000
	HR Clerk	1	50,000
	Transportation Manager	1	75,000
	Valet Manager	1	40,000
	Sub-Total	6	$ 365,000
	Non-Management:		
	Parking Cashiers	28	530,729
	License Plate Inventory	10	204,093
	Flaggers	9	244,741
	CSA/Maintenance	16	282,729
	Ambassador - Lot A	4	75,818
	Accounting Assistant	1	32,000
	Audit Clerk	2	42,224
	Receptionist	1	29,120
	Parking Supervisors	12	250,201
	Trainer	1	37,960
	Shuttle Supervisors	5	157,680
	Dispatchers	1	14,352
	Drivers	77	1,900,920
	Valet Cashiers	6	115,384
	Valet Supervisors	5	96,703
	Valet Runners	24	450,530
	Overtime Pay		184,329
	Vacation, Sick, Holiday, and Other Pay		268,684
	Sub-Total	202	$ 4,918,197
	TOTAL PAYROLL	**208**	**$ 5,283,197**
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes:		
	FICA		404,165
	Unemployment		105,664
	Sub-Total		$ 509,828
	Benefits:		
	401(k)		18,087
	Health Insurance		576,198
	Sub-Total		$ 594,285
	Insurance:		
	Workers Compensation		383,032
	Sub-Total		$ 383,032
	TOTAL TAXES, BENEFITS, & INSURANCE		**$ 1,487,145**
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies		46,443
	SmartDrive cameras for inside the shuttles		16,200
	Zonar (Pre-trip, Post trip, passenger count)		10,500
	Garage Supplies		10,999
	Water Dispenser		1,800

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	TOTAL OPERATION	**FY16 Proposed Employees**	**FY16 Proposed Budget**
	Janitorial Supplies		7,620
	Sub-Total		$ 93,562
	Equipment Maintenance / Leasing		-
	Sub-Total		$ -
	Uniforms		40,800
	Sub-Total		$ 40,800
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		**$ 134,362**
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		
	Telephone/Long Distance Service		7,680
	CCTV / Intercom Maintenance (est. six cameras and a recorder)		-
	Cell Phones (no more than two)		4,620
	Internet Connectivity		-
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM		**$ 12,300**
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**		
	Revenue Control System Supplies (Consumables)		-
	Key Cards		9,000
	Tickets		17,780
	Sub-Total		$ 26,780
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES		**$ 26,780**
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**		
	Armored Car Service		63,600
	Postage		7,200
	Printing		11,000
	Sub-Total		$ 81,800
	Human Resource Training / Tests		13,103
	Time Recording System		5,500
	Automated Payroll processing		9,204
	Recruiting		7,975
	Sub-Total		$ 35,782
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING		**$ 117,582**
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES**		
	Shuttle Repairs / Preventive Maintenance		450,000
	Bus Cleaning and Supplies		5,000
	Sub-Total		$ 455,000
	Vehicle Maintenance		-
	Automotive Equipment and supplies		-
	Sub-Total		$ -
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES		**$ 455,000**
8.00	**CONTINGENCIES**		
	Miscellaneous Expenses / Projects		15,920
	Emergency Services / Labor / Parts		-
	Marketing		470,280
	Mystery Shopper		12,000
	Signs		2,980
	Licenses and Permits		300
	TOTAL CONTINGENCIES		**$ 501,480**
9.00	**SUB-CONTRACTED SERVICES**		
	Subcontract Services - Custodial Services (Parking)		168,480

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	TOTAL OPERATION	**FY16 Proposed Employees**	**FY16 Proposed Budget**
	Subcontract Services - Bus Washing (Shuttle)		45,000
	TOTAL SUB-CONTRACTED SERVICES		**$ 213,480**
10.00	**MANAGEMENT FEE**		
	Administrative Management Fee		369,000
	TOTAL MANAGEMENT FEE		**$ 369,000**
11.00	**OTHER EXPENSES**		
	Credit Card Settlement Charges		849,104
	Credit Card Chargebacks		-
	Bank Service Charges		40,200
	TOTAL OTHER EXPENSES		**$ 889,304**
	GRAND TOTAL EXPENSES		**$ 9,489,630**

J. MANGEMENT FEE

Exhibit 2 – Management Fee

Company proposes an annual fixed management fee as compensation for services under the Management Agreement in the following amounts.

The Management Fee shall cover:

- The Company's profit;
- Corporate operating expenses
- Administrative expenses and overhead
- Other expenses incurred in the parking or bus operations that are not reimbursable that are not reimbursable under this contract (item 8.4)

Please fill in the Management Fee Offer in both words and numbers)

1. The amount of Proponent's **Contract Year No. 1 Management Fee Offer** is

   Three hundred sixty-nine thousand ($ 369,000) Dollars,

2. The amount of Proponent's **Contract Year No. 2 Management Fee Offer**

   Three hundred seventy-eight thousand two hundred twenty-five ($ 378,225) Dollars,

3. The amount of Proponent's **Contract Year No. 3 Management Fee Offer** is

   Three hundred eighty-seven thousand six hundred eighty-one ($ 387,681) Dollars,

4. The amount of Proponent's **Contract Year No. 4 Management Fee Offer** is

   Three hundred ninety-seven thousand three hundred seventy-three ($ 397,373) Dollars,

5. The amount of Proponent's **Contract Year No. 5 Management Fee Offer** is

   Four hundred seven thousand three hundred seven ($ 407,307) Dollars,

6. The amount of Proponent's **Contract Year No. 6 Management Fee Offer** is

   Four hundred seventeen thousand four hundred ninety ($ 417,490) Dollars,

7. The amount of Proponent's **Contract Year No. 7 Management Fee Offer** is

   Four hundred twenty-seven thousand nine hundred twenty-seven ($ 427,927) Dollars,

8. The amount of Proponent's **Contract Year No. 8 Management Fee Offer** is

   Four hundred thirty-eight thousand six hundred twenty-five ($ 438,625) Dollars.

K. ANNUAL INCENTIVE FEE

K. ANNUAL INCENTIVE FEE

A Proposer shall propose an incentive fee, which may be earned by meeting specified performance measures. The incentive fee program shall be designed to reward exceptional performance, not mere compliance with contract requirements or routine performance of the Company's duties. Acceptability and awarding of the proposed incentive fee is at the sole discretion of the City. An incentive fee shall not be based on net revenue, or any other measure of income less expenses. Fifty percent of any monies awarded based on the Company having earned an incentive shall be distributed to the employees of the company. If a proposer wishes to propose an incentive fee, the Proposal shall specify all material terms and conditions of the proposed incentive fee program, including (Scope of Work, item 8.2)

1. **Proposed performance measures**
2. **Annual targets for each measure**
3. **Measure methodology and frequency, and**
4. **Amount of the incentive fee allocated to each measure.**
   An annual incentive fee shall not exceed 10% of applicable annual base management fee for each contract year.

PROPOSED PERFORMANCE BASED INCENTIVE PLAN

SP+ proposes an incentive fee that will encourage the company to strive for superior performance, with recognition and reward for the company and our local staff for achieving the desired results. In accordance with Section 8.2 of the RFP, **SP+** and ABIA will meet no later than the 90th day before the end of each Contract Year to determine the performance measures and associated point value of each for the following Contract Year.

Incentive Plan payments will be tied to the results of an annual evaluation, based upon specific performance criteria for each of the established categories. The proposed performance metrics are for recommendation purposes only, subject to approval and acceptance by the Airport. The program will be aligned with the goals and objectives of the Airport, incentivizing the Operator to increase revenues, minimize operating expenses and provide outstanding service to ABIA and its parking patrons.

INCENTIVE FEE

The total available incentive fee will not exceed ten percent (10%) of the fixed Management Fee for each Contract Year. Specific percentages of the total incentive fee are assigned to the various performance categories below. **SP+** commits to distributing 50% of the total incentive fee earned each year to our local staff at ABIA.

ANNUAL INCENTIVE EVALUATION MEETING

SP+ will meet with ABIA staff within 60 days following the anniversary date of each contract year to present detailed incentive plan evaluation data for the subject year. No less than one week prior to the meeting, **SP+** will provide ABIA with relevant data and documentation, and supporting analysis, tied to each of the performance criteria.

INCENTIVE EVALUATION CRITERIA

The proposed evaluation categories, performance measures and award values for each are:

1. Revenue Enhancement **15% of the available incentive**

- ✈ Year-Over-Year Revenue Growth
- ✈ Parking Rate/Utilization Analysis
- ✈ Recommendations for Innovative Revenue Enhancements

2. Budget Attainment **15% of the available incentive**

- Operating within Budget Guidelines
- Cost Saving Initiatives
- Recommendations for Operating Efficiencies
- Effective Utilization of Technology

3. Customer Service **15% of the available incentive**

- Number/Ratio of Customer Complaints and Compliments
- Responsiveness to Customer Issues
- Mystery Shopping Results
- Customer Wait Times/Headways
- Training and Incentive Programs
- Corrective Measures and Policies

4. Operational Performance **15% of the available incentive**

- Maintenance of Facilities and Equipment
- Optimization of PRCS System
- Audits and CSAs
- Safety Programs and Record
- Recommendations for Operational Improvements

5. Responsiveness to Airport **15% of the available incentive**

- Timeliness and Accuracy of Reports
- Detailed Budget Preparation and Analysis
- Flexibility, Responsiveness and Effectiveness in Special Events/Circumstances

6. Management Performance/Support **15% of the available incentive**

- Regional and Corporate Support
- Innovations and Solutions
- Development and Assistance w/Marketing Initiatives and other Specialized Services

7. Marketing Initiatives **10% of the available incentive**

- Successful Implementation of Approved Marketing Initiatives
- Effective Management of Frequent Parker, Corporate Parker and other Programs
- Reporting and Delivery of Meaningful Marketing Data and Analysis
- Recommendations for, and Development of, New Initiatives and Promotions

Consideration will also be given under each category to the **SP+**'s efforts to identify and address areas of concern, our response to the Airport's concerns and ongoing efforts by the **SP+** to improve operations and performance.

L. FINANCIAL REQUIREMENTS

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of SP Plus Corporation

We have audited the accompanying consolidated balance sheets of SP Plus Corporation as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedule listed in the Index at Item 15. These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of SP Plus Corporation at December 31, 2014 and 2013, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), SP Plus Corporation's internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 6, 2015, expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Chicago, Illinois
March 6, 2015

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of SP Plus Corporation

We have audited SP Plus Corporation's internal control over financial reporting as of December 31, 2014, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). SP Plus Corporation's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, SP Plus Corporation has maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of SP Plus Corporation as of December 31, 2014 and 2013, and the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2014 of SP Plus Corporation, and our report dated March 6, 2015 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Chicago, Illinois
March 6, 2015

SP PLUS CORPORATION

CONSOLIDATED BALANCE SHEETS

	December 31, 2014	December 31, 2013
	(In thousands, except for share and per share data)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 18,196	$ 23,158
Notes and accounts receivable, net	109,287	115,126
Prepaid expenses and other	17,776	20,645
Deferred taxes	10,992	10,317
Total current assets	156,251	169,246
Leasehold improvements, equipment, land and construction in progress, net	42,784	44,885
Other assets:		
Advances and deposits	6,693	7,149
Other intangible assets, net	91,028	106,222
Favorable acquired lease contracts	48,268	60,034
Equity investments in unconsolidated entities	20,660	8,122
Other assets, net	16,697	16,452
Cost of contracts, net	10,481	10,762
Goodwill	432,888	439,503
	626,715	648,244
Total assets	$825,750	$862,375
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$106,519	$115,493
Accrued rent	22,130	17,397
Compensation and payroll withholdings	21,970	28,955
Property, payroll and other taxes	11,719	11,803
Accrued insurance	21,980	23,473
Accrued expenses	26,045	20,722
Current portion of long-term debt obligations	15,567	24,632
Total current liabilities	225,930	242,475
Deferred taxes	5,814	17,348
Long-term borrowings, excluding current portion:		
Obligations under senior credit facility	236,996	263,457
Other long-term debt obligations	837	577
	237,833	264,034
Unfavorable acquired lease contracts	61,350	74,130
Other long-term liabilities	65,011	60,677
Stockholders' equity:		
Preferred Stock, par value $0.01 per share; 5,000,000 shares authorized as of December 31, 2014 and 2013; no shares issued	—	—
Common stock, par value $0.001 per share; 50,000,000 shares authorized as of December 31, 2014, and 2013; 22,127,725 and 21,977,311 shares issued and outstanding as of December 31, 2014, and 2013, respectively	22	22
Additional paid-in capital	243,867	240,665
Accumulated other comprehensive (loss) income	(205)	118
Accumulated deficit	(14,581)	(37,679)
Total SP Plus Corporation stockholders' equity	229,103	203,126
Noncontrolling interest	709	585
Total equity	229,812	203,711
Total liabilities and stockholders' equity	$825,750	$862,375

See Notes to Consolidated Financial Statements.

SP PLUS CORPORATION

CONSOLIDATED STATEMENTS OF INCOME

	Years Ended December 31,		
	2014	2013	2012
	(In thousands, except for share and per share data)		
Parking services revenue:			
Lease contracts	$ 496,624	$ 489,575	$ 250,355
Management contracts	338,283	347,346	230,501
	834,907	836,921	480,856
Reimbursed management contract revenue	679,785	629,878	473,082
Total revenue	1,514,692	1,466,799	953,938
Costs and expenses:			
Cost of parking services:			
Lease contracts	455,660	456,090	231,781
Management contracts	207,911	208,730	141,949
	663,571	664,820	373,730
Reimbursed management contract expense	679,785	629,878	473,082
Total cost of parking services	1,343,356	1,294,698	846,812
Gross profit:			
Lease contracts	40,964	33,485	18,574
Management contracts	130,372	138,616	88,552
Total gross profit	171,336	172,101	107,126
General and administrative expenses	101,516	98,931	86,540
Depreciation and amortization	30,349	31,193	13,513
Operating income	39,471	41,977	7,073
Other expense (income):			
Interest expense	17,815	19,034	8,616
Interest income	(402)	(643)	(297)
Gain on contribution of a business to an unconsolidated entity	(4,161)	—	—
Equity in losses from investment in unconsolidated entity	283	—	—
Total other expenses (income)	13,535	18,391	8,319
Income (loss) before income taxes	25,936	23,586	(1,246)
Income tax expense (benefit)	(197)	8,821	(3,620)
Net income	26,133	14,765	2,374
Less: Net income attributable to noncontrolling interest	3,035	2,676	1,034
Net income attributable to SP Plus Corporation	$ 23,098	$ 12,089	$ 1,340
Net income per common share:			
Basic	$ 1.05	$ 0.55	$ 0.08
Diluted	$ 1.03	$ 0.54	$ 0.08
Weighted average shares outstanding:			
Basic	22,009,800	21,902,870	17,179,606
Diluted	22,407,343	22,249,584	17,490,204

See Notes to Consolidated Financial Statements.

SP PLUS CORPORATION

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Years Ended December 31,		
	2014	2013	2012
	(In thousands)		
Net income	$ 26,133	$ 14,765	$ 2,374
Other comprehensive income (expense)	(323)	499	(63)
Comprehensive income	$ 25,810	$ 15,264	$ 2,311
Less: comprehensive income attributable to noncontrolling interest	3,035	2,676	1,034
Comprehensive income attributable to SP Plus Corporation	$ 22,775	$ 12,588	$ 1,277

SP PLUS CORPORATION

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Stock						
	Number of Shares	Par Value	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Noncontrolling Interest	Total
	(In thousands, except for share and per share data)						
Balance (deficit) at December 3 2011	15,464,864	$ 15	$ 92,662	$ (318)	$ (51,108)	$ (85)	$ 41,166
Net income					1,340	1,034	2,374
Foreign currency translation adjustments				2			2
Cash flow hedge				(65)			(65)
Shares issued—Central Merger	6,161,332	7	140,719				140,726
Exercise of stock options	81,023	—	526				526
Issuance of stock grants	8,751	—	165				165
Vested restricted stock units	154,800	—	—				—
Non-cash stock-based compensatic related to restricted stock units			1,857				1,857
Tax benefit from exercise of stock options			446				446
Purchase of Central shares of noncontrollir interest						677	677
Distribution to noncontrollir interest						(874)	(874)
Balance (deficit) at December 3 2012	21,870,770	$ 22	$ 236,375	$ (381)	$ (49,768)	$ 752	$ 187,000
Net income					12,089	2,676	14,765
Foreign currency translation adjustments				(463)			(463)
Cash flow hedge				962			962
Proceeds from exercise of stock options							—
Issuance of stock grants	15,576	—					—
Vested restricted stock units	90,965	—					—
Non-cash stock-based compensatic related to restricted stock units			4,092				4,092
Tax benefit from							

exercise of stock options			198				198
Distribution to noncontrollir interest						(2,843)	(2,843)
Balance (deficit) at December 3 2013	21,977,311	$ 22	$ 240,665	$ 118	$ (37,679)	$ 585	$ 203,711
Net income					23,098	3,035	26,133
Foreign currency translation adjustments				(162)			(162)
Cash flow hedge				(161)			(161)
Issuance of stock grants	19,336	—	492				492
Vested restricted stock units	131,078	—					—
Non-cash stock-based compensatic related to restricted stock units and performance stock units			2,775				2,775
Tax benefit from vesting of restricted stock units			(65)				(65)
Distribution to noncontrollir interest						(2,911)	(2,911)
Balance (deficit) at December 3 2014	22,127,725	$ 22	$ 243,867	$ (205)	$ (14,581)	$ 709	$ 229,812

See Notes to Consolidated Financial Statements.

SP PLUS CORPORATION

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2014	2013	2012
	(In thousands, except for share and per share data)		
Operating activities:			
Net income	$ 26,133	$ 14,765	$ 2,374
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	30,372	29,595	15,201
Net (accretion) amortization of acquired lease contracts	(1,014)	(4,298)	(609)
(Gain) loss on sale of equipment	(329)	1,597	80
(Gain) loss on sale of equity interest in land	—	(1,191)	—
Amortization of debt issuance costs	1,315	1,402	870
Amortization of original discount on borrowings	1,254	1,284	341
Non-cash stock-based compensation	3,267	4,227	2,103
Provision for losses on accounts receivable	745	189	420
Excess tax benefit related to vesting of restricted stock units	65	(198)	(445)
(Gain) on contribution of a business to an unconsolidated entity	(4,161)	—	—
Deferred income taxes	(12,149)	2,741	7,231
Changes in operating assets and liabilities:			
Notes and accounts receivable	5,389	(3,817)	(5,995)
Prepaid assets	2,658	7,376	(1,446)
Other assets	(470)	(3,124)	3,981
Accounts payable	(8,974)	(13,541)	9,091
Accrued liabilities	7,528	(2,114)	(21,793)
Net cash provided by operating activities	51,629	34,893	11,404
Investing activities:			
Purchase of leasehold improvements and equipment	(13,517)	(15,734)	(5,024)
Proceeds from sale of equipment	940	776	30
Proceeds from sale of equity interest in land	—	2,322	—
Acquisitions of business, net of cash acquired	(40)	—	27,736
Cost of contracts purchased	(2,325)	(361)	(1,172)
Capitalized interest	(17)	(17)	(12)
Contingent payments for businesses acquired	(6)	(347)	(332)
Net cash provided by (used in) investing activities	(14,965)	(13,361)	21,226
Financing activities:			
Proceeds from exercise of stock options	—	—	526
Contingent payments for businesses acquired	(1,812)	(542)	(2,073)
Payments on senior credit facility revolver (Senior Credit Facility)	(572,580)	(491,565)	(71,800)
Proceeds from senior credit facility revolver (Senior Credit Facility)	567,980	491,515	72,790
Payment on senior credit facility of Central Parking (related to Central Merger)	—	—	(237,143)
Proceeds from term loan (Senior Credit Facility)/(related to Central Merger)	—	—	250,000
Payments on term loan (Senior Credit Facility)	(32,315)	(22,500)	(5,625)
Net payments on former senior credit facility	—	—	(12,590)
Payment on notes payable	—	(40)	(40)
Proceeds from (payments on) other long-term borrowings	239	(584)	(687)
Distribution to noncontrolling interest	(2,911)	(2,843)	(874)
Payments of debt issuance costs and original discount on borrowings	—	—	(10,332)
Tax benefit related to vesting of restricted stock units	(65)	198	445
Net cash used in financing activities	(41,464)	(26,361)	(17,403)
Effect of exchange rate changes on cash and cash equivalents	(162)	(463)	3
Increase (decrease) in cash and cash equivalents	(4,962)	(5,292)	15,230
Cash and cash equivalents at beginning of year	23,158	28,450	13,220
Cash and cash equivalents at end of year	$ 18,196	$ 23,158	$ 28,450
Cash paid for:			
Interest	$ 13,899	$ 16,324	$ 18,715
Income taxes, net	1,254	1,331	3,651
Non-cash transactions:			
Fair value of shares issued to acquire Central Parking common stock	$ —	$ —	$ 140,726

See Notes to Consolidated Financial Statements.

SP PLUS CORPORATION

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended December 31, 2014, 2013 and 2012

(In thousands except share and per share data)

1. Significant Accounting Policies and Practices

The Company

SP Plus Corporation (the "Company") provides parking management, ground transportation and other ancillary services to commercial, institutional and municipal clients in urban markets and airports across the United States, Puerto Rico and Canada. These services include a comprehensive set of on-site parking management and ground transportation services, which include facility maintenance, security services, training, scheduling and supervising all service personnel as well as providing customer service, marketing, and accounting and revenue control functions necessary to facilitate the operation of clients' facilities. We also provide a range of ancillary services such as airport shuttle operations, valet services, taxi and livery dispatch services and municipal meter revenue collection and enforcement services.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and Variable Interest Entities ("VIEs") in which the Company is the primary beneficiary. All significant intercompany profits, transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. Management evaluates its estimates and assumptions on an ongoing basis using historical experience and other factors, including the current environment.

Reclassifications

Certain reclassifications, having no effect on the consolidated balance sheet, consolidated statements of income, consolidated statements of comprehensive income, consolidated statements of equity, consolidated statements of cash flows or earnings per share have been made to the previously issued notes to consolidated financial statements to conform to the current period's presentation. Specifically, prior year deferred tax assets and liabilities related to favorable and unfavorable acquired lease contracts were reclassified to conform to the Company's presentation of deferred tax assets and liabilities in the current period as presented in Note 13. Income Taxes.

Foreign Currency Translation

The functional currency of the Company's foreign operations is the local currency. Accordingly, assets and liabilities of the Company's foreign operations are translated from foreign currencies into U.S. dollars at the rates in effect on the balance sheet date while income and expenses are translated at the weighted-average exchange rates for the year. Adjustments resulting from the translations of foreign currency financial statements are accumulated and classified as a separate component of stockholders' equity.

Cash and Cash Equivalents

Cash equivalents represent funds temporarily invested in money market instruments with maturities of three months or less. Cash equivalents are stated at cost, which approximates fair value. Cash and cash equivalents that are restricted as to withdrawal or use under the terms of certain contractual agreements was $465 and $1,001 as of December 31, 2014 and 2013, respectively, and are included within Cash and Cash Equivalents within the Consolidated Balance Sheet.

Allowance for Doubtful Accounts

Accounts receivable, net of the allowance for doubtful accounts, represents the Company's estimate of the amount that ultimately will be realized in cash. Management reviews the adequacy of its allowance for doubtful accounts on an ongoing basis, using historical collection trends, aging of receivables, and a review of specific accounts, and makes adjustments in the allowance as necessary. Changes in economic conditions or other circumstances could have an impact on the collection of existing receivable balances or future allowance considerations. As of December 31, 2014 and 2013, the Company's allowance for doubtful accounts was $952 and $695, respectively.

Leasehold Improvements, Equipment, Land and Construction in Progress, net

Leasehold improvements, equipment, software, vehicles, and other fixed assets are stated at cost less accumulated depreciation and amortization. Equipment is depreciated on the straight-line basis over the estimated useful lives ranging from 2 to 10 years. Expenditures for major renewals and improvements that extend the useful life of property and equipment are capitalized. Leasehold improvements are amortized on the straight-line basis over the terms of the respective leases or the service lives of the improvements, whichever is shorter (weighted average of approximately 8.3 years).

Certain costs associated with directly obtaining, developing or upgrading internal-use software are capitalized and amortized over the estimated useful life of software.

Cost of Contracts

Cost of contracts represents the cost of obtaining contractual rights associated with providing parking services at a managed or leased facility. Cost of parking contracts are amortized over the estimated life of the contracts, including anticipated renewals and terminations. Estimated lives are based on the contract life or anticipated lives that are consistent with underlying valuation analysis used in determining the fair value as of the date the contract is acquired.

Goodwill and Other Intangibles

Goodwill represents the excess of purchase price paid over the fair value of net assets acquired. In accordance with the Financial Accounting Standards Board's ("FASB") authoritative accounting guidance on goodwill, the Company does not amortize goodwill but rather evaluates it for impairment on an annual basis, or more often if events or circumstances change that could cause goodwill to become impaired. The Company has elected to assess the impairment of goodwill annually on the first day of its fiscal fourth quarter, or at an interim date if there is an event or change in circumstances indicate the carrying value may not be recoverable. Factors that could trigger an impairment review include significant under-performance relative to expected historical or projected future operating results, significant changes in the use of acquired assets or its business strategy, and significant negative industry or economic trends.

A multi-step impairment test is performed on goodwill. The Company has the option to evaluate various qualitative factors to determine the likelihood of impairment. If determined that it is more likely than not the fair value is less than the carrying value of a reporting unit, then the Company is required to perform Step 1. If the Company does not elect to perform a qualitative assessment, it can voluntarily proceed directly to Step 1. In Step 1, the Company performs a quantitative analysis to compare the fair

value of the reporting unit to its carrying value including goodwill. If the fair value of the reporting unit exceeds the carrying value of the net assets assigned to that unit, goodwill is not considered impaired, and the Company's is not required to perform further testing. If the carrying value of the net assets assigned to the reporting unit exceeds the fair value of the reporting unit, then the Company must perform Step 2 of the impairment test in order to determine the implied fair value of the reporting unit's goodwill. If the carrying value of a reporting unit's goodwill exceeds its implied fair value, then the Company would record an impairment loss equal to the difference.

The goodwill impairment test is performed at the reporting unit level; the Company's reporting units represent its operating segments, which are comprised of its five operating regions. Management determines the fair value of each of its reporting units by using a discounted cash flow approach and a market approach using multiples of EBITDA of comparable companies to estimate market value. In addition, the Company compares its derived enterprise value on a consolidated basis to the Company's market capitalization as of its test date to ensure its derived value approximates the market value of the Company when taken as a whole.

In conducting its goodwill impairment quantitative assessment, the Company analyzed actual and projected growth trends of the reporting units, gross margin, operating expenses and EBITDA (which also includes forecasted five-year income statement and working capital projections, a market-based weighted average cost of capital and terminal values after five years). The Company also assesses critical areas that may impact its business including economic conditions, market related exposures, competition, changes in product offerings and changes in key personnel. As part of the 2014 and 2013 goodwill assessments, the Company engaged a third-party to evaluate its reporting unit's fair values.

The Company will continue to perform a goodwill impairment test as required on an annual basis and on an interim basis, if certain conditions exist. Factors the Company considers important, which could result in changes to its estimates, include underperformance relative to historical or projected future operating results and declines in acquisitions and trading multiples. Due to the broad customer base, the Company does not believe its future operating results will vary significantly relative to its historical and projected future operating results. However, future events may indicate differences from its judgments and estimates which could, in turn, result in impairment charges in the future. Future events that may result in impairment charges include increases in interest rates, which would impact discount rates, unfavorable economic conditions or other factors which could decrease revenues and profitability of existing locations and changes in the cost structure of existing facilities. Factors that could potentially have an unfavorable economic effect on its judgments and estimates include, among others: changes imposed by governmental and regulatory agencies, such as property condemnations and assessment of parking-related taxes; construction or other events that could change traffic patterns; and terrorism or other catastrophic events.

Intangible assets with finite lives are amortized over their estimated useful lives and reviewed for impairment when circumstances change that would create a triggering event. Intangible assets with finite lives are amortized on a straight-line basis over their estimated useful lives. The Company evaluates the remaining useful life of the other intangible assets on a periodic basis to determine whether events or circumstances warrant a revision to the remaining useful life. Assumptions and estimates about future values and remaining useful lives of its intangible and other long-lived assets are complex and subjective. They can be affected by a variety of factors, including external factors such as industry and economic trends, and internal factors, such as changes in its business strategy and internal forecasts. Although management believes the historical assumptions and estimates are reasonable and appropriate, different assumptions and estimates could materially impact its reported financial results.

Long-Lived Assets

The Company evaluates long-lived asset groups whenever events or circumstances indicate that the carrying value of an asset or asset group may not be recoverable. Events or circumstances that would

result in an impairment review primarily include a significant change in the use of an asset, or the planned sale or disposal of an asset. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to future undiscounted cash flows expected to be generated by the asset group. If it is determined to be impaired, the impairment recognized is measured by the amount by which the carrying value of the asset exceeds its fair value. The Company's estimates of future cash flows from such assets could be impacted if it underperforms relative to historical or projected future operating results.

Assumptions and estimates used to determine cash flows in the evaluation of impairment and the fair values used to determine the impairment are subject to a degree of judgment and complexity. Any changes to the assumptions and estimates resulting from changes in actual results or market conditions from those anticipated may affect the carrying value of long-lived assets and could result in an impairment charge.

Debt Issuance Costs

The costs of obtaining financing are capitalized and amortized as interest expense over the term of the respective financing using the effective interest method. Debt issuance costs of $2,635 and $3,890 at December 31, 2014 and 2013, respectively, are included in Other assets, net within the Consolidated Balance Sheets and are reflected net of accumulated amortization of $7,333 and $6,078 respectively. Amortization expense related to debt issuance costs and included in Interest expense was $1,315, $1,484 and $1,211 for the years ended December 31, 2014, 2013 and 2012, respectively.

Financial Instruments

The carrying values of cash, accounts receivable and accounts payable approximate their fair value due to the short-term nature of these financial instruments. Book overdrafts of $30,782 and $29,310 are included within Accounts payable within the Consolidated Balance Sheets as of December 31, 2014, and 2013, respectively. Long-term debt has a carrying value that approximates fair value because these instruments bear interest at variable market rates.

Insurance Reserves

The Company purchases comprehensive casualty insurance covering certain claims that arise in connection with its operations. In addition, the Company purchases umbrella/excess liability coverage. Under our various liability and workers' compensation insurance policies, we are obligated to pay directly or reimburse the insurance carrier for the first $500 of each loss covered by our general/garage liability or automobile liability policies and $250 for each loss covered by our workers' compensation and garagekeepers legal liability policies. As a result, the Company is, in effect, self-insured for all claims up to these levels. The Company applies the provisions as defined in the guidance related to accounting for contingencies, in determining the timing and amount of expense recognition associated with claims against the Company. The expense recognition is based upon the Company's determination of an unfavorable outcome of a claim being deemed as probable and capable of being reasonably estimated, as defined in the guidance related to accounting for contingencies. This determination requires the use of judgment in both the estimation of probability and the amount to be recognized as an expense. The Company utilizes historical claims experience along with regular input from third party insurance advisors in determining the required level of insurance reserves. Future information regarding historical loss experience may require changes to the level of insurance reserves and could result in increased expense recognition in the future.

Legal and Other Contingencies

The Company is subject to litigation in the normal course of its business. The Company applies the provisions as defined in the guidance related to accounting for contingencies in determining the recognition and measurement of expense recognition associated with legal claims against the Company.

Management uses guidance from internal and external legal counsel on the potential outcome of litigation in determining the need to record liabilities for potential losses and the disclosure of pending legal claims.

Certain lease contracts acquired in the Central Merger include provisions allocating to the Company responsibility for the cost of certain structural and other repairs required to be made to the leased property, including improvement and repair costs arising as a result of ordinary wear and tear. During the year ended December 31, 2014, we recorded $1,303, of costs (net of expected recovery of 80% of the total cost through the applicable indemnity discussed further below and in 2. *Acquisitions*) in Cost of Parking Services-Leases within the Consolidated Statement of Income for structural and other repair costs related to certain lease contracts acquired in the Central Merger, whereby the Company has expensed repair costs for certain leases and have engaged a third-party general contractor to complete certain structural and other repair projects. The Company expects to incur substantial additional costs for certain structural and other repair costs pursuant to the contractual requirements of certain lease contracts acquired in the Central Merger ("Structural and Repair Costs"). Based on information available at this time, the Company currently estimates the additional Structural and Repair Costs to be between $7,000 and $22,000; however, the Company continues to assess and determine the full extent of the required repairs and estimated costs associated with the lease contracts acquired in the Central Merger. The Company currently expects to recover 80% of the Structural and Repair Costs incurred prior to October 1, 2015 through the applicable indemnity discussed further in 2. *Acquisitions* . While the Company is unable to estimate with certainty when such costs will be incurred, it is expected that all or a substantial majority of these costs will be incurred in early- to mid-calendar year 2015 and prior to October 1, 2015.

Interest Rate Swaps

In October 2012, the Company entered into Interest Rate Swap transactions (collectively, the "Interest Rate Swaps") with each of JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank"), Bank of America, N.A. ("Bank of America") and PNC Bank, N.A. in an initial aggregate Notional Amount of $150,000 (the "Notional Amount"). The Interest Rate Swaps have a termination date of September 30, 2017. The Interest Rate Swaps effectively fix the interest rate on an amount of variable interest rate borrowings under the Credit Agreement ("the Credit Agreement"), originally equal to the Notional Amount at 0.7525% per annum plus the applicable margin rate for LIBOR loans under the Credit Agreement determined based upon the Company's consolidated total debt to EBITDA ratio. The Notional Amount is subject to scheduled quarterly amortization that coincides with quarterly prepayments of principal under the Credit Agreement. These Interest Rate Swaps are classified as cash flow hedges, and the Company calculates the effectiveness of the hedge on a monthly basis. The ineffective portion of the cash flow hedge is recognized in earnings within interest expense. As of December 31, 2014, no ineffective portion of cash flow hedges has been recognized in interest expense.

The Company does not enter into derivative instruments for any purpose other than cash flow hedging purposes.

Parking Services Revenue

The Company's revenues are primarily derived from leased locations, managed properties and the providing of ancillary services, such as accounting, payments received for exercising termination rights, consulting development fees, gains on sales of contracts, insurance (general, workers' compensation and health care) and other value-added services. In accordance with the guidance related to revenue recognition, revenue is recognized when persuasive evidence of an arrangement exists, the fees are fixed or determinable, collectability is reasonably assured and as services are provided. The Company recognizes gross receipts (net of taxes collected from customers) as revenue from leased locations, and management fees for parking services, as the related services are provided. Ancillary services are earned from management contract properties and are recognized as revenue as those services are provided.

Cost of Parking Services

The Company recognizes costs for leases, non-reimbursed costs from managed facilities and reimbursed expense as cost of parking services. Cost of parking services consists primarily of rent and payroll related costs.

Reimbursed Management Contract Revenue and Expense

The Company recognizes as both revenues and expenses, in equal amounts, costs incurred by the Company that are directly reimbursed from its management clients. The Company has determined it is the principal in these transactions, as defined in *Accounting Standard Codification (ASC) 605-45 Principal Agent Considerations* , based on the indicators of gross revenue reporting. As the principal, the Company is the primary obligor in the arrangement, has latitude in establishing price, discretion in supplier selection, and the Company assumes credit risk.

Advertising Costs

Advertising costs are expensed as incurred and are included in general and administrative expenses. Advertising expenses aggregated $1,318, $971 and $796 for 2014, 2013 and 2012, respectively.

Stock-Based Compensation

Share based payments to employees including grants of employee stock options, restricted stock units and performance-based stock units are measured at the grant date, based on the estimated fair value of the award, and the related expense is recognized over the requisite employee service period or performance period (generally the vesting period) for awards expected to vest (considering estimated forfeitures).

Equity Investment in Unconsolidated Entities

The Company has ownership interests in forty six partnerships, joint ventures or similar arrangements which operate parking facilities, of which twenty-nine are VIEs and seventeen are voting interest model entities where the Company's ownership interests range from 30-50 percent and for which there are no indicators of control. The Company accounts for such investments under the equity method of accounting, and its underlying share of each investee's equity is included in Equity Investment in Unconsolidated Entities within the Consolidated Financial Statements of Financial Position. As the operations of these entities are consistent with the Company's underlying core business operations, the equity in earnings of these investments are included in Revenue within the Consolidated Financial Statements of Income. The equity earnings in these related investments was $1,945, $2,115 and $1,014 for the year ended December 31, 2014, 2013 and 2012, respectively.

In October 2014, the Company entered into an agreement to establish a joint venture with Parkmobile USA, Inc. ("Parkmobile USA") and contributed all of the assets and liabilities of its proprietary Click and Park parking prepayment business in exchange for a 30 percent interest in the newly formed legal entity called Parkmobile, LLC ("Parkmobile"). The joint venture of Parkmobile will provide on-demand and prepaid transaction processing for on-and off-street parking and transportation services. The contribution of the Click and Park business in the joint venture resulted in a loss of control of the business, and therefore it was deconsolidated from the Company's financial statements. The Company accounts for its investment in the joint venture with Parkmobile using the equity method of accounting. As a result of the deconsolidation, the Company recognized a pre-tax gain of $4,161, which was measured as the fair value of the consideration received in the form of a 30 percent interest in Parkmobile less the carrying amount of the former business' net assets, including goodwill. The pre-tax gain is reflected in Gain on Contribution of a Business to an Unconsolidated Entity within the Consolidated Statement of Income. The fair value of the investment in the joint venture with Parkmobile was determined using an income approach. The income approach required several assumptions including projected cash flows

discounted using a rate approximating the cost of capital of the joint venture and is classified within level 3 of the fair value hierarchy. The equity earnings in the Parkmobile joint venture is included in Equity Investments in Unconsolidated Entities within the Consolidated Statements of Income.

Non-Controlling Interests

Noncontrolling interests represent the noncontrolling holders' percentage share of income or losses from the subsidiaries in which the Company holds a majority, but less than 100 percent, ownership interest and the results of which are consolidated and included within in our consolidated financial statements.

Income Taxes

Income tax expense involves management judgment as to the ultimate resolution of any tax issues. Historically, our assessments of the ultimate resolution of tax issues have been reasonably accurate. The current open issues are not dissimilar from historical items.

Deferred income taxes are computed using the asset and liability method, such that deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between financial reporting amounts and the tax bases of existing assets and liabilities based on currently enacted tax laws and tax rates in effect for the periods in which these temporary differences are expected to reverse or settled. Income tax expense is the tax payable for the period plus the change during the period in deferred income taxes. We have certain state net operating loss carry forwards which expire in 2028. Our ability to fully utilize these net operating losses to offset state taxable income is limited due to the change in ownership resulting from the initial public offering of our stock in 2004 (Internal Revenue Code, Section 382). We consider a number of factors in our assessment of the recoverability of our net operating loss carryforwards including their expiration dates, the limitations imposed due to the change in ownership as well as future projections of income. Future changes in our operating performance along with these considerations may significantly impact the amount of net operating losses ultimately recovered, and our assessment of their recoverability.

When evaluating our tax positions, we account for uncertainty in income taxes in our consolidated financial statements. The evaluation of a tax position is a two-step process, the first step being recognition. We determine whether it is more-likely-than-not that a tax position will be sustained upon tax examination, including resolution of any related appeals or litigation, based on only the technical merits of the position. If a tax position does not meet the more-likely-than-not threshold, the benefit of that position is not recognized in our financial statements. The second step is measurement. The tax position is measured as the largest amount of benefit that is more-likely-than-not of being realized upon ultimate resolution with a taxing authority.

Recent Accounting Pronouncements

Adopted Accounting Pronouncements

In December 2011, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2011-11, *Balance Sheet (Topic 210), Disclosures about Offsetting Assets and Liabilities* . This update requires additional disclosures about offsetting and related arrangements on assets and liabilities to enable users of financial statements to understand the effect of such arrangements on an entity's financial position as reported. This amendment is effective for fiscal 2014 and retrospective application is required. The adoption of this guidance on January 1, 2014 did not have an impact to the Company's financial position, results of operations or cash flows or financial statement disclosures.

In July 2013, the FASB issued ASU No. 2013-11, *Income Taxes (Topic 740), Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists* to eliminate diversity in practice. Under this ASU, an unrecognized tax benefit, or a

portion of an unrecognized tax benefit that exists at the reporting date, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward if certain criteria are met. This amendment is effective for fiscal years and interim periods within those years beginning after December 15, 2013. The adoption of this guidance on January 1, 2014 did not have an impact to the Company's financial position, results of operations or cash flows or financial statement disclosures.

Accounting Pronouncements to be Adopted

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* . The amendments in ASU No. 2014-09 create Topic 606, *Revenue from Contracts with Customers* , and supersede the revenue recognition requirements in Topic 605, *Revenue Recognition* , including most industry specific revenue recognition guidance. In addition, the amendments supersede the cost guidance in Subtopic 605-35, *Revenue Recognition—Construction-Type and Production-Type Contract* , and create a new Subtopic 340-40, *Other Assets and Deferred Costs—Contracts with Customers* . The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. The amendments are effective for fiscal years and interim periods within those fiscal years beginning on or after December 15, 2016. Early adoption is not permitted. The Company is currently assessing the impact on the Company's financial position, results of operations, cash flows and financial statement disclosures.

In June 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-12 Compensation—Stock Compensation (Topic 718), Accounting for Share Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period. A performance target in a share-based payment that affects vesting and that could be achieved after the requisite service period should be accounted for as a performance condition under Accounting Standards Codification (ASC) 718, Compensation—Stock Compensation. As a result, the target is not reflected in the estimation of the award's grant date fair value. Compensation cost would be recognized over the required service period, if it is probable that the performance condition will be achieved. The guidance is effective for annual periods beginning after 15 December 2015 and interim periods within those annual periods. Early adoption is permitted. The Company is currently assessing the impact on the Company's financial position, results of operations, cash flows and financial statement disclosures.

2. Acquisitions

On October 2, 2012 ("Closing Date"), the Company completed its acquisition (the "Central Merger" or "Merger") of 100% of the outstanding common shares of KCPC Holdings, Inc., which was the ultimate parent of Central Parking Corporation (collectively, "Central") for 6,161,332 shares of Company common stock and the assumption of approximately $217,675 of Central's debt, net of cash acquired. Additionally, Central's former stockholders will be entitled to receive cash consideration of $27,000 to be paid three years after closing, to the extent the $27,000 is not used to satisfy seller indemnity obligations pursuant to the Agreement and Plan of Merger dated February 28, 2012.

Pursuant to the Central Merger agreement, the Company is entitled to indemnification from Central's former stockholders (i) if and to the extent Central's combined net debt and the absolute value of Central's working capital (as determined in accordance with the Merger Agreement) (the "Net Debt Working Capital") exceeded $285,000 as of September 30, 2012 and (ii) for certain defined adverse consequences as set forth in the Merger Agreement (including with respect to Repair Costs). Pursuant to the Merger Agreement, Central's former stockholders are required to satisfy certain indemnity obligations, which are capped at the $27,000 cash consideration (the "Capped Items") only through a reduction of the $27,000 cash consideration. For certain other indemnity obligations set forth in the Merger Agreement which are not capped at the $27,000 cash consideration (the "Uncapped Items"), including the Net Debt Working Capital indemnity obligations described above, Central's former stockholders may satisfy any amount payable pursuant to such indemnity obligations as follows (provided that the Company reserves the right to reject the cash and stock alternatives available to the Company and choose to reduce the $27,000 cash consideration):

- Central's former stockholders can elect to pay such amount with cash;
- Central's former stockholders can elect to pay such amount with the Company's common stock (valued at $23.64 per share, the market value as of the closing date of the Merger Agreement); or
- Central's former stockholders can elect to reduce the $27,000 cash consideration by such amount, subject to the condition that the cash consideration remains at least $17,000 to cover Capped Items.

The Company has determined and concluded that the Net Debt Working Capital was $296,652 as of September 30, 2012 and that, accordingly, the Net Debt Working Capital exceeded the threshold by $11,652. In addition, the Company has determined that it currently has indemnity claims for certain defined adverse consequences (including indemnity claims with respect to Structural and Repair Costs incurred through December 31, 2014), which would reduce the cash consideration payable in three years from the acquisition date by $14,541. In addition, the Company expects to have additional indemnity claims in the future as new matters arise and there could be additional adjustments to the Net Debt Working Capital. The Company has periodically given Central's former stockholders notice regarding indemnification matters since the closing date of the Merger and has made adjustments for known matters, although Central's former stockholders have not agreed to such adjustments nor made any elections with respect to using cash or stock as the payment of any Uncapped Items. Furthermore, following the Company's notices of indemnification matters, the representative of Central's former stockholders has indicated that they may make additional inquiries and potentially raise issues with respect to the Company's indemnification claims (including, specifically, as to the Company's Net Debt Working Capital calculation and as to Structural and Repair Costs) and that they may assert various claims of their own relating to the Merger Agreement. Under the Merger Agreement, all post-closing claims and disputes, including as to indemnification matters, are ultimately subject to resolution through binding arbitration or, in the case of a dispute as to the calculation of Net Debt Working Capital, resolution by an independent public accounting firm. The Company intends to pursue these dispute resolution processes, as applicable, in a timely manner, although the Company's pursuit of these processes may be delayed by actions taken by representatives of Central's former stockholders.

In determining the excess over the threshold of Net Debt Working Capital as of September 30, 2012 of $11,652 and the indemnity claims for certain defined adverse consequences of $14,541, the Company has evaluated the nature of the costs and related indemnity claims and has concluded that it is probable that such indemnified claims will sustain any challenge from Central's former stockholders and recoverability of these indemnified claims are reasonably assured. As previously discussed in *Significant Accounting Policies and Practices,* certain lease contracts acquired in the Central Merger include provisions allocating to the Company responsibility for all or a defined portion of the costs of certain structural and other repair costs required on the property, including improvement and repair costs arising

as a result of ordinary wear and tear. As the Company incurs additional Structural and Repair Costs, that meet the requirements of the indemnification provisions established in the Merger Agreement, the Company will seek indemnification for a significant portion, generally 80%, of these costs pursuant to the Merger Agreement and reduce the cash consideration payable in three years from the acquisition date by such amounts.

The following table sets forth the adjustments to the cash consideration payable by the Company to the former stockholders of Central, based upon the foregoing determinations:

Cash consideration payable in three years from the acquisition date, pursuant to the Merger Agreement and prior to Central Net Debt Working Capital and indemnification of certain defined adverse consequences, net		$ 27,000
Net Debt Working Capital at September 30, 2012 as defined in the Merger Agreement	(296,652)	
Threshold of Net Debt Working Capital, pursuant to the Merger Agreement	285,000	
Excess over the threshold of Net Debt Working Capital		(11,652)
Indemnification of certain defined adverse consequences, net		(14,541)
Settled cash consideration liability as of December 31, 2014 (included within Accrued Expenses within the Consolidated Balance Sheet)		$ 807

The Central Merger has been accounted for using the acquisition method of accounting (in accordance with the provisions of Accounting Standards Codification ("ASC") 805, *Business Combinations*), which requires, among other things, that most assets acquired and liabilities assumed be recognized at their fair values as of the acquisition date. The purchase price has been allocated based on the estimated fair value of net assets acquired and liabilities assumed at the date of the acquisition. The Company finalized the purchase price allocation during the third quarter of 2013.

The Company incurred certain acquisition and integration costs associated with the transaction that were expensed as incurred and are reflected in the Consolidated Statements of Income. The Company recognized $8,541, $10,918 and $28,036 of these costs in its Consolidated Statement of Income for the years ended December 31, 2014, 2013 and 2012, respectively, in general and administrative Expenses.

3. Net Income Per Common Share

Basic net income per common share is computed by dividing net income attributable to SP Plus Corporation by the weighted average number of shares of common stock outstanding during the period. Diluted net income per common share is based upon the weighted average number of shares of common stock outstanding at period end, consisting of incremental shares assumed to be issued upon exercise of stock options and the incremental shares assumed to be issued under performance share and restricted stock unit arrangements, using the treasury-stock method.

A reconciliation of the basic weighted average common shares outstanding to diluted weighted average common shares outstanding is as follows:

	Year Ended December 31,		
	2014	2013	2012
	(In thousands except for share and per share data)		
Net income attributable to SP Plus Corporation	$ 23,098	$ 12,089	$ 1,340
Basic weighted average common shares outstanding	22,009,800	21,902,870	17,179,606
Dilutive impact of share-based awards	397,543	346,714	310,598
Diluted weighted average common shares outstanding	22,407,343	22,249,584	17,490,204
Net income per common share:			
Basic	$ 1.05	$ 0.55	$ 0.08
Diluted	$ 1.03	$ 0.54	$ 0.08

For the year ended December 31, 2014 performance-based stock units were excluded in the computation of weighted average diluted common share outstanding because the number of shares ultimately issuable is contingent on the Company's performance goals, which were not achieved as of the reporting date. There was no performance-based incentive program in place during 2013 and 2012.

There are no additional securities that could dilute basic earnings per share in the future that were not included in the computation of diluted earnings per share, other than those disclosed.

4. Stock-Based Compensation

The Company measures stock-based compensation expense at the grant date, based on the estimated fair value of the award, and the expense is recognized over the requisite employee service period or performance period (generally the vesting period) for awards expected to vest (considering estimated forfeitures).

The Company has an amended and restated long-term incentive plan (the "Plan") that was adopted in conjunction with its initial public offering in 2004. On February 27, 2008, the Board of Directors approved an amendment to the Plan, subject to stockholder approval, that increased the maximum number of shares of common stock available for awards under the Plan from 2,000,000 to 2,175,000 and extended the Plan's termination date. Company stockholders approved this Plan amendment on April 22, 2008, and the Plan now terminates twenty years from the date of such approval, or April 22, 2028. On March 13, 2013, the Board approved an amendment to the Plan, subject to stockholder approval, that increased the number of shares of common stock available for awards under the Plan from 2,175,000 to 2,975,000. Company stockholders approved this Plan amendment on April 24, 2013. Forfeited and expired options under the Plan become generally available for reissuance. Our stockholders approved this Plan amendment on April 24, 2013. At December 31, 2014, 500,202 shares remained available for award under the Plan.

Stock Options and Grants

The Company uses the Black-Scholes option pricing model to estimate the fair value of each option grant as of the date of grant. The volatilities are based on the 90 day historical volatility of Company common stock as the grant date. The risk free interest rate is based on zero-coupon U.S. government issues with a remaining term equal to the expected life of the option.

There were no options granted during the years ended December 31, 2014, 2013 and 2012. The Company recognized no stock-based compensation expense related to stock options for the years ended December 31, 2014, 2013 and 2012 as all options previously granted are fully vested.

On April 22, 2014, the Company authorized vested stock grants to certain directors totaling 19,336 shares. The total value of the grant was $492, which was fully expensed at the grant date, and is included in General and administrative expenses within the consolidated statements of income.

On April 24, 2013, the Company authorized vested stock grants to certain directors totaling 21,949 shares. The total value of the grant was $465, which was fully expensed at the grant date, and is included in General and administrative expenses within the consolidated statements of income.

On April 25, 2012, the Company authorized vested stock grants to certain directors totaling 12,995 shares. The total value of the grant, based on the fair value of the stock on the grant date, was $245, which was fully expensed at the grant date and is included in General and administrative expenses within the consolidated statements of income.

The Company recognized $492, $465 and $245 of stock based compensation expense for the years ended December 31, 2014, 2013 and 2012, respectively, which are included in General and administrative expense within the consolidated statements of income. As of December 31, 2014, there was no unrecognized compensation costs related to unvested options.

A summary of the status of the stock option plans as of December 31, 2014, and changes during the year ended December 31, 2014, 2013 and 2012, are presented below:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in Years)	Aggregate Intrinsic Value
Outstanding at December 31, 2011	88,124	$ 6.44		
Granted	—	n/a		
Exercised	(81,023)	6.49		
Expired	—	n/a		
Outstanding at December 31, 2012	7,101	$ 5.75		
Granted	—	n/a		
Exercised	—	n/a		
Expired	—	n/a		
Outstanding at December 31, 2013	7,101	$ 5.75		
Granted	—	n/a		
Exercised	—	n/a		
Expired	—	n/a		
Vested and Exercisable at December 31, 2014	7,101	$ 5.75	—	$ 138

The total intrinsic value of options exercised during the year ended December 31, 2012 was $1,025. There were no nonvested options as of December 31, 2014, 2013 and 2012.

Restricted Stock Units

During the year ended December 31, 2014, the Company authorized certain one-time grants of 31,099 restricted stock units to certain executives that vest five years from date of issuance. The restricted stock unit agreements are designed to reward performance over a five-year period.

During the year ended December 31, 2013, the Company authorized a one-time grant of 68,044 restricted stock units to executives that joined the Company in connection with the Central Merger. These restricted stock units vest on December 3, 2018. The restricted stock unit agreements are designed to

reward performance over a five-year period. Additionally, the Company authorized a one-time grant of 4,247 restricted stock units to an executive which vest in June 2016.

During the year ended December 31, 2012, the Company's Board of Directors authorized a one-time grant of 191,895 restricted stock units that were awarded to the senior management team. The restricted stock units vest in one-third installments on each of the first, second and third anniversaries of the Grant Date. The restricted stock unit agreements are designed to reward performance over a three-year period. Additionally in October 2012, as part of employment agreements, 30,529 restricted stock units were awarded and shall become vested on the third anniversary of the Grant Date.

The fair value of restricted stock units is determined using the market value of Company common stock on the date of the grant, and compensation expense is recognized over the vesting period. In accordance with the guidance related to share-based payments, the Company estimate forfeitures at the time of the grant and revise those estimates in subsequent periods if actual forfeitures differ from those estimates. The Company uses historical data to estimate pre-vesting forfeitures and record stock-based compensation expense only for those awards that are expected to vest.

A summary of the status of the restricted stock units as of December 31, 2014, and changes during the year ended December 31, 2014, 2013 and 2012, are presented below:

	Shares	Weighted Average Grant-Date Fair Value
Nonvested at December 31, 2011	669,000	$ 18.27
Issued	222,425	23.19
Vested	(154,800)	18.25
Forfeited	(13,200)	18.25
Nonvested at December 31, 2012	723,425	$ 19.78
Issued	72,291	20.40
Vested	(90,965)	21.84
Forfeited	—	n/a
Nonvested at December 31, 2013	704,751	$ 20.00
Issued	31,099	22.20
Vested	(145,421)	22.41
Forfeited	(34,729)	23.88
Nonvested at December 31, 2014	555,700	$ 19.57

The Company recognized $2,426, $3,762 and $1,858 of stock based compensation expense related to the restricted stock units for the year ended December 31, 2014, 2013 and 2012, respectively, which is included in General and administrative expense. As of December 2014, there was $4,408 of unrecognized stock-based compensation costs within the consolidated statement of income, net of estimated forfeitures, related to the restricted stock units that are expected to be recognized over a weighted average period of approximately 4.0 years. As of December 31, 2013, there was $7,289 of unrecognized stock-based compensation cost, net of estimated forfeitures, related to the restricted stock units that are expected to be recognized over a weighted average period of approximately 4.0 years. As of December 31, 2012, there was $9,065 of unrecognized stock-based compensation costs, net of estimated forfeitures, related to the restricted stock units that are expected to be recognized over a weighted average period of approximately 4.0 years.

Performance Stock Units

In September 2014, the Board of Directors authorized a performance-based incentive program under the Company's Long-Term Incentive Plan ("2014 Performance-Based Incentive Program"). The objective of the performance-based incentive program is to link compensation to business performance, encourage ownership of Company stock, retain executive talent, and reward executive performance. The 2014 Performance-Based Incentive Program provides participating executives with the opportunity to earn vested common stock if certain performance targets for pre-tax free cash flow are achieved over the cumulative three year period of 2014 through 2016 and recipients satisfy service-based vesting requirements. The stock-based compensation expense associated with unvested performance-based incentives are recognized on a straight-line basis over the shorter of the vesting period or minimum service period and dependent upon the probable outcome of the number of shares that will ultimately be issued based on the achievement of pre-tax free cash flow over the cumulative three year period of 2014 through 2016.

On September 30, 2014, certain participating executives became vested in the 2014 Performance-Based Incentive Program shares based on retirement eligibility and as a result $186 of stock-based compensation related to 9,687 shares were recognized in general and administrative expenses, and which continue to be subject to achieving cumulative pre-tax free cash flow over the three year period of 2014 through 2016.

A summary of the status of the performance stock units as of December 31, 2014, and changes during the year ended December 31, 2014 are presented below:

	Shares	Weighted Average Grant-Date Fair Value
Nonvested at December 31, 2013	—	n/a
Issued	89,117	18.96
Vested	(9,687)	18.96
Forfeited	—	n/a
Nonvested at December 31, 2014	79,430	$ 18.96

The Company recognized a cumulative $349 of stock-based compensation expense related to the 2014 Performance-Based Incentive Program, which includes expense of awards to fully vested retirement eligible executives for the year ended December 31, 2014 and is included in General and administrative expenses within the consolidated statement of income. During the year ended December 31, 2014, no performance-based shares were forfeited. There was no such program in place during 2013 and 2012. Future compensation expense for currently outstanding awards under the 2014 Performance Based Incentive Program could reach a maximum of $3,032. Stock-based compensation for the 2014 Performance-Based Incentive Program is expected to be recognized over a weighted average period of 2.0 years.

5. Leasehold Improvements, Equipment, Land and Construction in Progress, net

Leasehold improvements, equipment, and construction in progress and related accumulated depreciation and amortization is as follows:

	Ranges of Estimated Useful Life	December 31 2014	2013
Equipment	2 - 5 Years	33,576	$ 30,563
Software	3 - 10 Years	24,104	19,063
Vehicles	4 Years	8,585	8,075
Other	10 Years	311	282
Leasehold improvements	Shorter of lease term or economic life up to 10 years	20,420	18,642
Construction in progress		2,098	5,212
		89,094	81,837
Less accumulated depreciation and amortization		(47,560)	(38,202)
		41,534	43,635
Land		1,250	1,250
Leasehold improvements, equipment, land and construction in progress, net		$ 42,784	$ 44,885

Asset additions are recorded at cost, which includes interest on significant projects. Depreciation is provided in amounts sufficient to relate the cost of depreciable assets to operations over their estimated useful lives or over the terms of the respective leases, whichever is shorter, and depreciated principally on the straight-line basis. The costs and accumulated depreciation of assets sold or disposed of are removed from the accounts and the resulting gain or loss is reflected in earnings. Plant and equipment are reviewed for impairment when conditions indicate an impairment or future impairment; the assets are either written down or the useful life is adjusted to the remaining period of estimated useful life.

Depreciation expense was $12,020, $10,403 and $6,672 in 2014, 2013 and 2012, respectively. Depreciation includes gain on sale of assets, net of loss on sale and abandonments of leasehold improvements and equipment, of $329 for the year ended December 31, 2014. For the years ended December 31, 2013 and 2012, depreciation includes net loss on sale and abandonments of leasehold improvements and equipment of $1,614 and $80, respectively. During the year ended December 31, 2013, we sold our equity interest in land for $2,322 and recognized a gain on sale of $1,191.

6. Cost of Contracts, net

Cost of contracts, net is comprised of the following:

	December 31, 2014	2013
Cost of contracts	$ 28,276	$ 25,607
Accumulated amortization	(17,795)	(14,845)
Cost of contracts, net	$ 10,481	$ 10,762

The expected future amortization of cost of contracts is as follows:

	Cost of Contract
2015	$ 2,478
2016	2,329
2017	2,126
2018	1,750
2019	1,108
2020 and Thereafter	690
Total	$ 10,481

Amortization expense related to cost of contracts was $3,205, $2,788 and $3,142 for the years ended December 31, 2014, 2013 and 2012, respectively. The weighted average useful life was 9.5 years, 9.6 years and 9.5 years as of December 31, 2014, 2013 and 2012, respectively.

7. Other Intangible Assets, Net

The following presents a summary of other intangible assets:

		December 31,					
		2014			2013		
	Weighted Average Life (in Years)	Acquired Intangible Assets, Gross(1)	Accumulated Amortization	Acquired Intangible Assets, Net	Acquired Intangible Assets, Gross(1)	Accumulated Amortization	Acquired Intangible Assets, Net
Covenant not to compete	3.5	$ 933	$ (879)	$ 54	$ 933	$ (831)	$ 102
Trade names and trademarks	4.4	9,770	(5,487)	4,283	9,770	(3,168)	6,652
Proprietary know how	9.9	34,650	(17,358)	17,292	34,650	(9,737)	24,913
Management contract rights	16.2	81,000	(11,601)	69,399	81,000	(6,445)	74,555
Acquired intangible assets, net (2)	13.5	$ 126,353	$ (35,325)	$ 91,028	$ 126,353	$ (20,181)	$ 106,222

(1) Excludes the original cost and accumulated amortization on fully amortized intangible assets.

(2) Intangible assets have estimated useful lives between one and 19 years.

Amortization expense related to intangible assets included in depreciation and amortization was $15,172, $16,812 and $4,024 for the years ended December 31, 2014, 2013 and 2012, respectively.

The expected future amortization of intangible assets as of December 31, 2014 is as follows:

	Intangible asset amortization
2015	$ 15,132
2016	14,564
2017	7,190
2018	5,301
2019	5,222
2020 and Thereafter	43,619
Total	$ 91,028

8. Favorable and Unfavorable Acquired Lease Contracts

Favorable and unfavorable lease contracts represent the acquired fair value of lease contracts in connection with the Central Merger. Favorable and unfavorable acquired lease contracts are being amortized over the contract term, including anticipated renewals and terminations.

The following presents a summary of favorable and unfavorable lease contracts:

	Favorable December 31,		(Unfavorable) December 31,	
	2014	2013	2014	2013
Acquired fair value of lease contracts	$ 76,955	$ 77,621	$ (90,113)	$ (92,093)
Accumulated (amortization) accretion	(28,687)	(17,587)	28,763	17,963
Total acquired fair value of lease contracts, net	$ 48,268	$ 60,034	$ (61,350)	$ (74,130)

Amortization for lease contracts, net of unfavorable lease contracts was $1,016, $4,298 and $609 for the years ended December 31, 2014, 2013 and 2012, respectively, and is recognized as a reduction to Cost of parking services-Lease contract within the consolidated statements of income. For the year ended December 31, 2014, the weighted average useful life for favorable and unfavorable acquired lease contracts was 10.8 years and 9.8 years, respectively. For the year ended December 31, 2013, the weighted average useful life for favorable and unfavorable acquired lease contracts was 10.1 years and 8.9 years, respectively. For the years ended December 31, 2012, the weighted average useful life for favorable and unfavorable acquired lease contracts was 10.0 years and 7.0 years, respectively.

The expected future amortization (accretion) of lease contract rights is as follows:

	Favorable	(Unfavorable)	Favorable (Unfavorable) Net
2015	$ 9,649	$ (10,893)	$ (1,244)
2016	8,560	(10,156)	(1,596)
2017	6,506	(9,004)	(2,498)
2018	4,059	(7,322)	(3,263)
2019	3,633	(4,808)	(1,175)
2020 and Thereafter	15,861	(19,167)	(3,306)
Total	$ 48,268	$ (61,350)	$ (13,082)

9. Goodwill

The amounts for goodwill and changes to carrying value by operating segment are as follows:

	Region One	Region Two	Region Three	Region Four	Region Five	Total
Balance as of December 31, 2012	$ 193,758	$ 32,245	$ 66,181	$ 62,621	$ 84,681	$ 439,486
Contingent payments for businesses acquired	342	—	—	—	—	342
Foreign currency translation	—	—	(325)	—	—	(325)
Balance as of December 31, 2013	$ 194,100	$ 32,245	$ 65,856	$ 62,621	$ 84,681	$ 439,503
Goodwill acquired	—	—	—	203	—	203
Contingent payments for businesses acquired	6	—	—	—	—	6
Foreign currency translation	—	—	(468)	—	—	(468)
Disposals	(2,572)	(1,144)	(2,268)	(160)	(212)	(6,356)
Balance as of December 31, 2014	$ 191,534	$ 31,101	$ 63,120	$ 62,664	$ 84,469	$ 432,888

On October 31, 2014, the Company contributed all of the assets and liabilities of its proprietary Click and Park parking prepayment business in exchange for a 30 percent interest in the newly formed legal entity called Parkmobile, LLC. The contribution of the Click and Park business to the joint venture resulted in a loss of control of the subsidiary and therefore it was deconsolidated from the Company's financial statements. As a result of the deconsolidation, the Company was required to allocate $6,356 of goodwill to the net carrying amount of the subsidiary's net assets contributed to the Parkmobile joint venture. The pro-rata allocation on the disposal of goodwill at the reporting segment level was based on a relative fair value approach.

10. Fair Value Measurement

Fair Value Measurements-Recurring Basis

In determining fair value, the Company uses various valuation approaches within the fair value measurement framework. Fair value measurements are determined based on the assumptions that market participants would use in pricing an asset or liability.

Applicable accounting literature establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. The fair value hierarchy is based on observable or unobservable inputs to valuation techniques that are used to measure fair value. Observable inputs reflect assumptions market participants would use in pricing an asset or liability based on market data obtained from independent sources while unobservable inputs reflect a reporting entity's pricing based upon its own market assumptions. Applicable accounting literature defines levels within the hierarchy based on the reliability of inputs as follows:

- Level 1: Inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2: Inputs are quoted prices for similar assets or liabilities in an active market, quoted prices for identical or similar assets or liabilities in markets that are not active, and inputs other than quoted prices that are observable and market-corroborated inputs, which are derived principally from or corroborated by observable market data.
- Level 3: Inputs that are derived from valuation techniques in which one or more significant inputs or value drivers are unobservable.

The following table sets forth the Company's financial assets and liabilities measured at fair value on a recurring basis and the basis of measurement at December 31, 2014 and 2013:

	Fair Value at December 31, 2014			Fair Value at December 31, 2013		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Assets:						
Other assets, net						
Interest rate swap	—	$ 551	—	—	$ 824	—
Liabilities:						
Accrued expenses						
Contingent acquisition consideration	—	—	$ 64	—	—	$ 1,374
Other long term liabilities						
Contingent acquisition consideration	—	—	$ 208	—	—	$ 163

We seek to minimize our risks from interest rate fluctuations through the use of interest rate swap contracts and hedge only exposures in the ordinary course of business. Interest rate swaps are used to manage interest rate risk associated with our floating rate debt. We account for our derivative instruments at fair value provided we meet certain documentary and analytical requirements to qualify for hedge accounting treatment. Hedge accounting creates the potential for a Consolidated Statement of Operations match between the changes in fair values of derivatives and the changes in cost of the associated underlying transactions, in this case interest expense. Derivatives held by us are designated as hedges of specific exposures at inception, with an expectation that changes in the fair value will essentially offset the change in the underlying exposure. Discontinuance of hedge accounting is required whenever it is subsequently determined that an underlying transaction is not going to occur, with any gains or losses recognized in the Consolidated Statement of Operations at such time, with any subsequent changes in fair value recognized currently in earnings. Fair values of derivatives are determined based on quoted prices for similar contracts. The effective portion of the change in fair value of the interest rate swap is reported in accumulated other comprehensive income, a component of stockholders' equity, and is being recognized as an adjustment to interest expense or other (expense) income, respectively, over the same period the related expenses are recognized in earnings. Ineffectiveness would occur when changes in the market value of the hedged transactions are not completely offset by changes in the market value of the derivative and those related gains and losses on derivatives representing hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized currently in earnings when incurred. No ineffectiveness was recognized during 2014, 2013 or 2012.

The significant inputs used to derive the fair value of the contingent acquisition consideration include financial forecasts of future operating results, the probability of reaching the forecast and the associated discount rate. The weighted average probability of the contingent acquisition consideration ranges from 25% to 32%, with a weighted average discount rate of 12%.

The following table provides a reconciliation of the beginning and ending balances for the contingent consideration liability measured at fair value using significant unobservable inputs (Level 3):

	Due to Seller
Balance at December 31, 2011	$ (6,498)
Increase related to new acquisitions	—
Payment of contingent consideration	2,202
Change in fair value	972
Balance at December 31, 2012	(3,324)
Increase related to new acquisitions	—
Payment of contingent consideration	896
Change in fair value	891
Balance at December 31, 2013	(1,537)
Increase related to new acquisitions	(45)
Payment of contingent consideration	1,812
Change in fair value	(502)
Balance at December 31, 2014	$ (272)

For the year ended December 31, 2014, the Company recognized an expense of $502 in General and administrative expenses within the consolidated statement of income due to the change in fair value measurements using a level three valuation technique. For the years ended December 31, 2013 and 2012, the Company recognized a benefit of $891 and $972, respectively, in general and administrative expenses due to the change in fair value measurements using a level three valuation technique. These adjustments were the result of using revised forecasts to operating results, updates to the probability of achieving the revised forecasts and updated fair value measurements that revised the Company's contingent consideration obligations related to the purchase of these businesses.

Nonrecurring Fair Value Measurements

Certain assets are measured at fair value on a nonrecurring basis; that is, the assets are measured at fair value on an ongoing basis but are subject to fair value adjustments only in certain circumstances (for example, when there is evidence of impairment). Non-financial assets such as goodwill, intangible assets, and leasehold improvements, equipment land and construction in progress are subsequently measured at fair value when there is an indicator of impairment and recorded at fair value only when an impairment is recognized. The Company assesses the impairment of intangible assets annually or whenever events or changes in circumstances indicate that the carrying amount of an intangible asset may not be recoverable. The fair value of its goodwill and intangible assets is not estimated if there is no change in events or circumstances that indicate the carrying amount of an intangible asset may not be recoverable. The Company has not recorded impairment charges related to its business acquisitions. The purchase price of business acquisitions is primarily allocated to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the acquisition dates, with the excess recorded as goodwill. The Company utilizes Level 3 inputs in the determination of the initial fair value.

Financial Instruments not Measured at Fair Value

The following table presents the carrying amounts and estimated fair values of financial instruments not measured at fair value in the Consolidated Balance Sheet at December 31, 2014 and 2013:

	2014		2013	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Cash and cash equivalents	$ 18,196	$ 18,196	$ 23,158	$ 23,158
Long-term debt—				
Senior Credit Facility, net of discount	(251,010)	(251,010)	(286,672)	(286,672)
Other obligations	$ (2,390)	$ (2,390)	$ (1,994)	$ (1,994)

The carrying value of cash and cash equivalents approximates their fair value due to the short-term nature of these financial instruments and would be classified as a Level 1. The fair value of the Senior Credit Facility and Other obligations were estimated to not be materially different from the carrying amount and are generally measured using a discounted cash flow analysis based on current market interest rates for similar types of financial instruments and would be classified as a Level 2.

11. Borrowing Arrangements

Long-term borrowings, in order of preference, consisted of the following:

		Amount Outstanding December 31,	
	Maturity Date	2014	2013
Senior credit facility, net of discount	October 2, 2017	$ 251,010	$ 286,672
Other obligations	Various	2,390	1,994
Total debt		253,400	288,666
Less current portion		15,567	24,632
Total long-term debt		$ 237,833	$ 264,034

Aggregate minimum principal maturities of long-term debt for the fiscal years following December 31, 2014, are as follows:

2015	$ 16,553
2016	15,334
2017	20,353
2018	20,127
2019	20,023
Thereafter	163,310
Total debt	255,700
Less: Current portion, including debt discount	15,567
Less: Discount on debt	2,300
Total long-term portion, including debt discount	$ 237,833

Senior Credit Facility

In connection with the Merger, on the Closing Date, the Company entered into a Credit Agreement with Bank of America, N.A. ("Bank of America"), as administrative agent, Wells Fargo Bank, N.A. ("Wells Fargo Bank") and JPMorgan Chase Bank, as co-syndication agents, U.S. Bank National Association,

First Hawaiian Bank and General Electric Capital Corporation, as co-documentation agents, Merrill Lynch, Pierce, Fenner & Smith Inc., Wells Fargo Securities, LLC and J.P. Morgan Securities LLC, as joint lead arrangers and joint book managers, and the lenders party thereto (the "Lenders").

The Senior Credit Facility matures on October 2, 2017, when all amounts outstanding will be due and payable in full. Pursuant to the terms, and subject to the conditions, of the Credit Agreement, the Lenders have made available to the Company a secured Senior Credit Facility (the "Senior Credit Facility") that permits aggregate borrowings of $450,000 consisting of (i) a revolving credit facility of up to $200,000 at any time outstanding, which includes a letter of credit facility that is limited to $100,000 at any time outstanding, and (ii) a term loan facility of $250,000.

The Company drew down the entire amount of the term loan portion of the Senior Credit Facility and borrowed $72,800 under the revolving credit facility in connection with the closing of the Central Merger. The proceeds from these borrowings were used by the Company to repay outstanding indebtedness of the Company and Central, and will also be used to pay costs and expenses related to the Merger and the related financing and fund ongoing working capital and other general corporate purposes.

Interest rates for the term loan and revolving credit facility are determined at the Company's option, (i) at a rate per annum based on the Company's consolidated total debt to EBITDA ratio for the 12-month period ending as of the last day of the immediately preceding fiscal quarter, determined in accordance with the applicable pricing levels set forth in the Credit Agreement (the "Applicable Margin") for LIBOR loans, plus the applicable LIBOR rate or (ii) the Applicable Margin for base rate loans plus the highest of (x) the federal funds rate plus 0.5%, (y) the Bank of America prime rate and (z) a daily rate equal to the applicable LIBOR rate plus 1.0%.

Under the terms of the Credit Agreement, the Company is required to maintain a maximum consolidated total debt to EBITDA ratio of not greater than 4.5:1.0 (with certain step-downs described in the Credit Agreement). In addition, the Company is required to maintain a minimum consolidated fixed charge coverage ratio of not less than 1.25:1.0 (with certain step-ups described in the Credit Agreement).

Events of default under the Credit Agreement include failure to pay principal or interest when due, failure to comply with the financial and operational covenants, the occurrence of any cross default event, non-compliance with other loan documents, the occurrence of a change of control event, and bankruptcy and other insolvency events. If an event of default occurs and is continuing, the Lenders holding a majority of the commitments and outstanding term loan under the Credit Agreement have the right, among others, to (i) terminate the commitments under the Credit Agreement, (ii) accelerate and require the Company to repay all the outstanding amounts owed under the Credit Agreement and (iii) require the Company to cash collateralize any outstanding letters of credit.

Each wholly owned domestic subsidiary of the Company (subject to certain exceptions set forth in the Credit Agreement) has guaranteed all existing and future indebtedness and liabilities of the other guarantors and the Company arising under the Credit Agreement. The Company's obligations under the Credit Agreement and such domestic subsidiaries' guaranty obligations are secured by substantially all of their respective assets.

In connection with and effective upon the execution and delivery of the Credit Agreement on October 2, 2012, the Company terminated its then-existing Amended and Restated Credit Agreement (the "Former Credit Agreement"), dated as of July 15, 2008. In connection with the extinguishment of debt, $693 related to the interest rate cap was recorded in interest expense during the year ended December 31, 2012. Loss on the extinguishment of debt of $51 was recorded in interest for the year ended December 31, 2012 related to debt issuance costs. There were no termination penalties incurred by the Company in connection with the termination of the Former Credit Agreement.

The Company is in compliance with all of its covenants as of December 31, 2014.

The weighted average interest rate on our Senior Credit Facility was 3.2% and 3.7% for the years ended December 31, 2014 and 2013, respectively. The rate includes all outstanding LIBOR contracts, cash flow hedge effectiveness effect and letters of credit. The weighted average interest rate on outstanding borrowings, not including letters of credit, was 3.2% and 3.8%, respectively, at December 31, 2014 and December 31, 2013.

At December 31, 2014, the Company had $81,391 of borrowing availability under the Credit Agreement, of which the Company could have borrowed $24,430 on December 31, 2014 and remained in compliance with the above described covenants as of such date. The additional borrowing availability under the Credit Agreement is limited only as of the Company's fiscal year end by the covenant restrictions described above. At December 31, 2014, the Company had $54,859 of letters of credit outstanding under the Senior Credit Facility, borrowings against the Senior Credit Facility aggregated $253,310 (excluding debt discount of $2,300).

Amended and Restated Credit Facility

On February 20, 2015, in connection with entering into an Amended and Restated Credit Agreement described in Note 21. *Subsequent Events* , we terminated the Credit Agreement dated October 2, 2012. As indicated above, the Credit Agreement was to mature on October 2, 2017. Loans under the Credit Agreement could be paid before maturity in whole or in part at the Company's option without penalty or premium. As of February 20, 2015, the Company had $200,000 and $93,850 outstanding under the term loan facility and revolving term facility, respectively. The Company had $53,449 of letters of credit outstanding at the time of the termination of the Credit Agreement, of which $53,449 of letters of credit were incorporated into the Restated Secured Credit Facility.

Subordinated Convertible Debentures

The Company acquired Subordinated Convertible Debentures ("Convertible Debentures") as a result of the acquisition of Central. The subordinated debenture holders have the right to redeem the Convertible Debentures for $19.18 cash per share upon their stated maturity (April 1, 2028) or upon acceleration or earlier repayment of the Convertible Debentures. There were no redemptions during the years ended December 31, 2014 and 2013. The approximate redemption value of the Convertible Debentures outstanding at December 31, 2014 and December 31, 2013 is $1,236 and $1,254.

12. Leases and Contingencies

The Company operates parking facilities under operating leases expiring on various dates. Certain of the leases contain options to renew at the Company's discretion. Total future annual rent expense is not determinable as a portion of such future rent is contingent based on revenues of the parking facilities.

At December 31, 2014, the Company's minimum rental commitments, excluding contingent rent provisions and sublease income under all non-cancellable operating leases, are as follows:

2015	$ 182,457
2016	134,903
2017	110,774
2018	82,119
2019	64,693
2020 and thereafter	218,887
	$ 793,832

(1) $41,828 is included in 2015's minimum commitments for leases that expire in less than one year.

Rent expense, including contingent rents, was $330,823, $326,814 and $173,502 in 2014, 2013 and 2012, respectively. Contingent rent expense was $139,743, $133,877and $79,552 in 2014, 2013 and 2012, respectively. Contingent rent expense consists primarily of percentage rent payments, which will cease at various times as certain leases expire. Future sublease income under all non-cancellable operating leases was $26,663 as of December 31, 2014.

The Company accrued contingent payment obligations outstanding under the previous business combination accounting pronouncement of $254 (on an undiscounted basis), as of December 31, 2013. Such contingent payments have been accounted for as additional purchase price as all performance criteria have been achieved for the respective year. All contingent payment obligations under the previous business combination accounting pronouncement have been satisfied as of December 31, 2014. Additionally. The Company has recorded a contingency obligation for acquisitions subsequent to the adoption of the most recent guidance on business combinations, in the amount of $272 and $1,537, as of December 31, 2014 and 2013, respectively.

The Company has contractual provisions under certain lease contracts to complete structural or other improvements to leased properties and incur repair costs, including improvements and repairs arising as a result of ordinary wear and tear. The Company evaluates the nature of those costs when incurred and either capitalizes the costs as leasehold improvements, as applicable, or recognizes the costs as repair expenses within Cost of Parking Services-Leases within the Consolidated Statements of Income.

13. Income Taxes

For financial reporting purposes, income before taxes includes the following components:

	2014	2013	2012
United States	$ 23,544	$ 21,365	$ (1,468)
Foreign	2,392	2,221	222
Total	$ 25,936	$ 23,586	$ (1,246)

The components of income tax expense (benefit) for the years ended December 31, 2014, 2013 and 2012 were as follows:

	2014	2013	2012
Current provision:			
U.S. federal	$ 9,529	$ 3,183	$ 748
Foreign	801	734	233
State	1,622	2,163	(11,832)
Total current	11,952	6,080	(10,851)
Deferred provision:			
U.S. federal	(1,534)	2,301	6,069
Foreign	77	(91)	(11)
State	(10,692)	531	1,173
Total deferred	(12,149)	2,741	7,231
Income tax expense (benefit)	$ (197)	$ 8,821	$ (3,620)

Deferred income taxes reflect the net effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amount used for income tax purposes.

Significant components of the Company's deferred tax assets and liabilities as of December 31, 2014 and 2013 are as follows:

	2014	2013
Deferred tax assets:		
Net operating loss carry forwards	$ 22,028	$ 21,621
Accrued expenses	34,344	32,665
Accrued compensation	11,937	10,033
Book over tax cost unfavorable acquired lease contracts	25,153	30,547
Other	415	129
Gross deferred tax assets	93,877	94,995
Less: valuation allowance	(12,292)	(21,340)
Total deferred tax asset	81,585	73,655
Deferred tax liabilities:		
Prepaid expenses	(651)	(450)
Undistributed foreign earnings	(806)	(1,065)
Tax over book depreciation and amortization	(16,686)	(20,586)
Tax over book goodwill amortization	(28,713)	(28,713)
Tax over book cost favorable acquired lease contracts	(19,790)	(24,613)
Equity investments in unconsolidated entities	(9,198)	(4,921)
Other	(563)	(338)
Total deferred tax liabilities	(76,407)	(80,686)
Net deferred tax liability	$ 5,178	$ (7,031)

Amounts recognized on the balance sheet consist of:

	2014	2013
Deferred tax asset, current	$ 10,992	$ 10,317
Deferred tax (liability), long term	(5,814)	(17,348)
Net deferred tax liability	$ 5,178	$ (7,031)

The accounting guidance for accounting for income taxes requires that the Company assess the realizability of deferred tax assets at each reporting period. These assessments generally consider several factors including the reversal of existing temporary differences, projected future taxable income, and potential tax planning strategies. The Company has valuation allowances totaling $12,292 and $21,340 at December 31, 2014 and 2013, respectively, primarily related to our state Net Operating Loss carryforwards ("NOLs") and state tax credit that the Company believes are not likely to be realized based on upon its estimates of future taxable income, limitations on the use of its state NOLs, and the carryforward life over which the state tax benefit is realized. The Company recognized a $9,048 benefit for the reversal of a valuation allowance for deferred tax assets established for the historical net operating losses. The valuation allowance was reversed due to changes in the New York tax laws effective March 31, 2014 and an entity restructuring undertaken in the fourth quarter of 2014, which resulted in the Company determining that the future benefit of the net operating loss carryforwards were more likely than not to be realized.

The Company has $21,292 of tax-effected state net operating loss carryforwards as of December 31, 2014, which will expire in the years 2015 through 2028. The utilization of the state net operating loss carryforwards of the Company are limited due to the ownership change in June 2004 and are also limited

due to the Central Merger. The Company has $71 of tax-effected foreign net operating loss carryforwards related to its Canadian subsidiary.

Since 2005, the Company has treated its investment in its Canadian subsidiary as non-permanent in duration and provided taxes on the undistributed Canadian earnings. As of December 31, 2014, the Company treats approximately $2,400 of Canadian earnings as permanently reinvested to meet the Canadian subsidiary's working capital requirements. The amount of tax that may be payable on the distribution of such earnings to the United States is approximately $918. Generally, such amounts will become subject to U.S. taxation upon the remittance of dividends and under certain other circumstances. The Company has provided taxes for the remaining undistributed earnings of its Canadian subsidiary in excess of the permanently reinvested amount. The Company is treating its cumulative earnings of $4,619 in its Puerto Rico subsidiary as permanent in duration to satisfy current working capital requirements. The amount of tax that may be payable on a distribution of such earnings to the United States is $1,700.

A reconciliation of the Company's reported income tax provision (benefit) to the amount computed by multiplying book income / (loss) before income taxes by the statutory United States federal income tax rate is as follows:

	2014	2013	2012
Tax at statutory rate	$ 9,078	$ 8,255	$ (436)
Permanent differences	966	844	4,534
State taxes, net of federal benefit	763	1,397	1,086
Effect of foreign tax rates	36	49	8
Uncertain tax positions	—	—	(8,104)
Minority interest	(1,062)	(936)	(362)
Equity investments in unconsolidated entities	2,386	—	—
Current year adjustment to deferred taxes	(1,331)	3,960	—
Recognition of tax credits	(1,460)	(1,699)	(432)
Other	(525)	911	86
	8,851	12,781	(3,620)
Change in valuation allowance	(9,048)	(3,960)	—
Income tax (benefit) expense	$ (197)	$ 8,821	$ (3,620)

Taxes paid, which are for United States federal income tax, certain state income taxes, and foreign income taxes were $1,538, $1,331, and $3,651 in 2014, 2013 and 2012, respectively.

As of December 31, 2014, the Company has not identified any uncertain tax positions that would have a material impact on the Company's financial position. As a result of the Central Merger, the Company recorded $6,780, plus accrued interest of $5,328 and penalties of $678, for a state uncertain tax position as part of the opening balance sheet. Due to the lapsing of the statute of limitations for this position in the fourth quarter 2012, the Company decreased its uncertain tax position for the full amount of the liability previously established and reversed the previously accrued interest. As a result, the Company does not have any uncertain tax positions recorded as of December 31, 2014.

The following is a tabular reconciliation of the total amounts of unrecognized tax benefits:

	2014	2013	2012
Unrecognized tax benefits—January 1,	$ —	$ —	$ —
Gross adjustments—Central Merger	—	—	6,780
Gross increases—tax positions in prior period	—	—	—
Gross decreases—tax positions in prior period	—	—	—
Gross increases—tax positions in current period	—	—	—
Settlement	—	—	—
Lapse of statute of limitations	—	—	(6,780)
Unrecognized tax benefits—December 31,	$ —	$ —	$ —

The Company recognizes potential interest and penalties related to uncertain tax positions, if any, in income tax expense. The tax years that remain subject to examination for the Company's major tax jurisdictions at December 31, 2014 are shown below:

2010 - 2014	United States—federal income tax
2007 - 2014	United States—state and local income tax
2011 - 2014	Foreign—Canada and Puerto Rico

14. Benefit Plans

The Company offers deferred compensation arrangements for certain key executives. Subject to their continued employment by the Company, certain employees are offered supplemental pension arrangements in which the employees will receive a defined monthly benefit upon attaining age 65. At December 31, 2014 and 2013, the Company has accrued $5,009 and $3,710, respectively, representing the present value of the future benefit payments. Expenses related to these plans amounted to $385, $145, and $486 in 2014, 2013 and 2012, respectively.

As a result of the Central Merger, the Company has agreements with certain former key executives that provide for aggregate annual payments ranging from $32 to $144 per year for periods ranging from 10 years to life, beginning when the executive retires or upon death or disability. Under certain conditions, the amount of deferred benefits can be reduced. Compensation costs for the years ended December 31, 2014 and 2013 was $1,060 and $565, respectively. The Company had recorded a liability in other long-term liabilities of $4,225 and $3,586 associated with these agreements as of December 31, 2014 and 2013, respectively.

Life insurance contracts with a face value of approximately $10,826 and $11,536 as of December 31, 2014 and 2013 have been purchased to fund, as necessary, the benefits under the Company's deferred compensation agreements. The cash surrender value of the life insurance contracts is approximately $3,939 and $4,175 at December 31, 2014 and 2013, respectively, and classified in non-current assets and included in other assets, net. The plan is a non-qualified plan and is not subject to ERISA funding requirements.

The Company sponsored two savings and retirement plans whereby the participants may elect to contribute a portion of their compensation to the plans. The two plans merged effective January 1, 2014 into a single plan. The plan is a qualified defined contribution plan 401(K). The Company contributes an amount in cash or other property as a Company match equal to 50% of the first 6% of contributions as they occur. Expenses related to the Company's 401(k) match amounted to $1,851, $1,764, and $893 in 2014, 2013 and 2012, respectively.

The Company also offers a non-qualified deferred compensation plan to those employees whose participation in its 401(k) plan is limited by statute or regulation. This plan allows certain employees to

defer a portion of their compensation, limited to a maximum of $100 per year, to be paid to the participants upon separation of employment or distribution date selected by employee. To support the non-qualified deferred compensation plan, the Company has elected to purchase Company Owned Life Insurance ("COLI") policies on certain plan participants. The cash surrender value of the COLI policies is designed to provide a source for funding the non-qualified deferred compensation liability. As of December 31, 2014 and 2013, the cash surrender value of the COLI policies is $9,860 and $8,151, respectively and is included in other non-current assets on the Consolidated Balance Sheet. The liability for the non-qualified deferred compensation plan is included in other long-term liabilities on the Consolidated Balance Sheet and was $11,338 and $9,096 as of December 31, 2014 and 2013, respectively.

The Company contributes to a number of multiemployer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in these multiemployer plans are different from single-employer plans in the following aspects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- If the Company chooses to stop participating in one of its multiemployer plans, it may be required to pay the plan an amount based on the underfunded status of the plan, referred to as withdrawal liability.

The Company's contributions represented more than 5% of total contributions to the Teamsters Local Union No. 727 Benefit Fund for the plan year ending February 28, 2014. The Company does not represent more than five percent to any other fund. The Company's participation in this plan for the annual periods ended December 31, 2014, 2013 and 2012, is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employee Identification Number ("EIN") and the three-digit plan number, if applicable. The zone status is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP Status Pending/Implemented" column indicates plans for which a Financial Improvement Plan ("FIP") or a Rehabilitation Plan ("RP") is either pending or has been implemented.

The " *Expiration Date of Collective Bargaining Agreement* " column lists the expiration dates of the agreements to which the plans are subject.

Pension	EIN/ Pension Plan Number	Pension Protection Zone Status 2014	Zone Status 2013	Zone Status 2012	FIP/FR Pending Implementation	Contributions 2014	Contributions 2013	Contributions 2012	Surcharge Imposed	Zone Status as of the Most Recent Annual Report	Expiration Date of Collective Bargaining Agreement
Teamsters Local Union 727	36-61023973	Green	Green	Green	N/A	3,279	3,376	3,617	No	2014	10/31/2016
Local 272 Labor Manageme	13-5673836	N/A	Green	Green	N/A	1,964	2,389	146	No	2013	3/5/2014

Net expenses for contributions not reimbursed by clients and related to multiemployer defined benefit and defined contribution benefit plans were $2,707, $621 and $762 in 2014, 2013 and 2012, respectively.

In the event that the Company decides to cease participating in these plans, the Company could be assessed a withdrawal liability. The Company currently does not have any intentions to cease participating in these multiemployer pension plans and therefore would not trigger the withdrawal liability.

15. Management Contracts and Related Arrangements with Affiliates

Closing Agreements

In connection with the Central Merger, on February 28, 2012, the Company entered into initial Closing Agreements (the "Initial Closing Agreements") with each of Lubert-Adler Real Estate Fund V, L.P. and Lubert-Adler Real Estate Parallel Fund V, L.P. (collectively, "Lubert-Adler Entities"); each of Kohlberg Investors V, L.P., Kohlberg TE Investors V, L.P., Kohlberg Partners V, L.P., Kohlberg Offshore Investors V, L.P., and KOCO Investors V, L.P. (collectively, the "Kohlberg Entities"); and each of Versa Capital Fund I, L.P. and Versa Capital Fund I Parallel, L.P. (collectively, the "Versa Entities"). As of the most recent filings with the Securities and Exchange Commission, the Lubert-Adler Entities collectively own approximately 6.1% of our common stock, the Kohlberg Entities collectively own approximately 16.4% of our common stock, and the Versa Entities collectively own approximately 5.1% of our common stock. In addition, Paul Halpern, one of the Company's directors, is affiliated with the Versa Entities; and Jonathan P. Ward and Gordon H. Woodward, both directors, are affiliated with the Kohlberg Entities.

Under the Initial Closing Agreements, the Lubert-Adler, Kohlberg and Versa Entities (collectively, the "Central Stockholders") agreed, among other things, to vote their shares of our common stock in accordance with the Board's recommendations or, in specified cases, in proportion to the votes made by the Company other stockholders, until October 2, 2015.

Additionally, the Initial Closing Agreements provide that each Central Stockholder will be subject to a four-year "standstill period" following the closing of the Merger, during which each such Central Stockholder will not, among other things, (i) acquire any additional voting securities of the Company, (ii) seek or propose a merger, acquisition, tender offer or other extraordinary transaction with respect to the Company, (iii) call a meeting of Company stockholders or initiate a stockholder proposal, or (iv) form a "group" with any person with respect to Company securities.

The Initial Closing Agreements also impose certain restrictive covenants on some of the Central Stockholders, including, among others, (i) non-compete covenants, (ii) non-solicitation covenants, (iii) confidentiality obligations and (iv) non-disparagement requirements.

The foregoing description of the Initial Closing Agreements does not purport to be complete and is qualified in its entirety by reference to the Closing Agreements, copies of which are attached to the Company's Current Report on Form 8-K filed on February 29, 2012 as Exhibits 10.2 through 10.4 and incorporated by reference herein.

In connection with the Central Merger, on October 2, 2012, the Company entered into Additional Closing Agreements (the "Additional Closing Agreements") with the Central Stockholders. Pursuant to the terms of the Additional Closing Agreements, the Kohlberg, Lubert-Adler and Versa Entities have each agreed that, until October 2, 2015 and for so long as it owns in the aggregate (together with its affiliates, all other Central stockholders and their respective affiliates and any other persons with which any of the foregoing form a "group") beneficially or of record more than 10% of Company issued and outstanding common stock, to cause the shares of our common stock held by them to be counted as present at any

meeting of Company stockholders and to vote, in person or by proxy, all of such shares of Company common stock as follows:

From October 2, 2013 until October 2, 2014:

- with respect to the election of directors to the Company's Board, "for" any nominees recommended by the Board; and
- with respect to all other matters submitted for a vote of Company stockholders, in accordance with the recommendation of the Board with respect to such matters.

From October 2, 2014 until October 2, 2015:

- with respect to the election of directors to the Board, "for" any nominees recommended by our Board; and
- with respect to all other matters submitted for a vote of Company stockholders, in proportion to the votes cast by all of the Company's other stockholders.

The Additional Closing Agreements also provide that the Kohlberg, Lubert-Adler and Versa Entities will be subject to a four-year standstill period following the Closing Date, during which time, such Central Stockholder will not, among other things, (i) acquire or agree to acquire any additional voting securities of the Company, (ii) seek or propose a merger, acquisition, tender offer or other extraordinary transaction with or involving the Company or any of its subsidiaries or their respective securities or assets, (iii) call a meeting of the stockholders of the Company or initiate a stockholder proposal or (iv) form a "group" (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934) with any person (other than an affiliate of such Central Stockholder) with respect to the acquisition or voting of any of the Company's voting securities.

The Additional Closing Agreements impose certain restrictive covenants on the Kohlberg and Versa Entities, including (i) confidentiality obligations with respect to the Company confidential information and (ii) non- disparagement requirements. The Lubert-Adler Entity is subject to confidentiality obligations with respect to its confidential information pursuant to the terms of its Additional Closing Agreement.

The foregoing description of the Additional Closing Agreements does not purport to be complete and is qualified in its entirety by reference to the Additional Closing Agreements, copies of which are attached as Exhibits 10.2 through 10.8 to the Company's Current Report on Form 8-K filed with the SEC on October 2, 2012.

Agreements Related to Myron C. Warshauer

Myron C. Warshauer, one of the Company's directors, was our chief executive officer until October 15, 2001, when his employment period terminated under the employment agreement with him dated as of March 30, 1998. This agreement, which was amended on July 7, 2003 and May 10, 2004, requires the Company to pay Mr. Warshauer various post-employment benefits. For the years ended December 31, 2014, 2013 and 2012, Mr. Warshauer received payments of $474, $506 and $498, respectively, which included payments for health and dental insurance, office space and secretarial coverage.

In addition, the Company entered into a consulting agreement with Shoreline Enterprises, LLC, which is solely owned by Myron C. Warshauer, dated October 16, 2001, as amended on May 10, 2004. Pursuant to this agreement, Mr. Warshauer provides consulting services under the title of Vice Chairman (Emeritus), which title and role is not that of an officer, director, employee or agent of the Company. Under this agreement, the Company paid Shoreline $178, $178 and $183 for the years ended December 31, 2014, 2013 and 2012, respectively.

Both of these agreements terminated on December 5, 2014.

Related Arrangements with Affiliates

In 2013 the Company provided property management services for twelve separate retail shopping centers and commercial office buildings in which D&E Parking, Inc. has an ownership interest. Edward Simmons, an executive officer of SP Plus, has an ownership interest in D&E. In consideration of the property management services the Company provided for these twelve properties, the Company recorded net management fees totaling $285 for the year ended December 31, 2013. No such management fee was recognized during 2014.

16. Bradley Agreement

The Company entered into a 25-year agreement with the State of Connecticut ("State") that expires on April 6, 2025, under which it operates the surface parking and 3,500 garage parking spaces at Bradley International Airport ("Bradley") located in the Hartford, Connecticut metropolitan area.

The parking garage was financed through the issuance of State of Connecticut special facility revenue bonds and provides that the Company deposits, with the trustee for the bondholders, all gross revenues collected from operations of the surface and garage parking. From these gross revenues, the trustee pays debt service on the special facility revenue bonds outstanding, operating and capital maintenance expense of the surface and garage parking facilities, and specific annual guaranteed minimum payments to the state. Principal and interest on the Bradley special facility revenue bonds increase from approximately $3,600 in contract year 2002 to approximately $4,500 in contract year 2025. Annual guaranteed minimum payments to the State increase from approximately $8,300 in contract year 2002 to approximately $13,200 in contract year 2024. The annual minimum guaranteed payment to the State by the trustee for the twelve months ended December 31, 2014 and 2013 was $10,815 and $10,593, respectively. All of the cash flow from the parking facilities are pledged to the security of the special facility revenue bonds and are collected and deposited with the bond trustee. Each month the bond trustee makes certain required monthly distributions, which are characterized as "Guaranteed Payments." To the extent the monthly gross receipts generated by the parking facilities are not sufficient for the trustee to make the required Guaranteed Payments, the Company is obligated to deliver the deficiency amount to the trustee, with such deficiency payments representing interest bearing advances to the trustee. The Company does not directly guarantee the payment of any principal or interest on any debt obligations of the State of Connecticut or the trustee.

The following is the list of Guaranteed Payments:

- Garage and surface operating expenses,
- Principal and interest on the special facility revenue bonds,
- Trustee expenses,
- Major maintenance and capital improvement deposits; and
- State minimum guarantee.

To the extent sufficient funds exist, the trustee is then directed to reimburse the Company for deficiency payments up to the amount of the calculated surplus, with the Company having the right to be repaid the principal amount of any and all deficiency payments, together with actual interest and premium, not to exceed 10% of the initial deficiency payment. The Company calculates and records interest and premium income along with deficiency principal repayments as a reduction of cost of parking services in the period the associated deficiency repayment is received from the trustee. The Company believes these advances to be fully recoverable as the Bradley Agreement places no time restriction on the Company's right to reimbursement. The reimbursement of principal, interest and premium will be recognized when received.

The total deficiency payments, net of reimbursements, as of December 31, 2014 and 2013 are as follows:

	December 31,	
	2014	2013
Balance at beginning of year	$ 14,649	$ 14,598
Deficiency payments made	25	924
Deficiency repayment received	(1,347)	(873)
Balance at end of year	$ 13,327	$ 14,649

In the year ended December 31, 2014, the Company received deficiency repayments (net of repayments received) of $1,322 and received interest of $513 and premium of $140, with the net of these amounts recorded as reduction in Cost of parking services within the consolidated statements of income. In the year ended December 31, 2013, the Company made deficiency payments (net of repayments received) of $51 and received interest of $477 and premium of $69, with the net of these amounts recorded as additional cost of parking services. There were no amounts of estimated deficiency payments accrued as of December 31, 2014, as the Company concluded that the potential for future deficiency payments did not meet the criteria of both probable and estimable. The Company accrued $100 of estimated deficiency payments as of December 31, 2013.

In addition to the recovery of certain general and administrative expenses incurred, the Bradley Agreement provides for an annual management fee payment, which is based on operating profit tiers. The annual management fee is further apportioned 60% to the Company and 40% to an un-affiliated entity and the annual management fee will be paid to the extent funds are available for the trustee to make distribution, and are paid after Guaranteed Payments (as defined in the Bradley Agreement) repayment of all deficiency payments, including interest and premium. Cumulative management fees of approximately $14,733 and $13,733 have not been recognized as of December 31, 2014 and 2013, respectively, and no management fees were recognized as revenue during 2014, 2013 or 2012.

17. Accumulated Other Comprehensive Income (Loss)

The components of accumulated other comprehensive income (loss) is comprised of unrealized gains (losses) on cash flow hedges and foreign currency translation adjustments. The components of changes in accumulated comprehensive income (loss), net of taxes, were as follows:

	Foreign Currency Translation Adjustments	Effective Portion of Unrealized Gain (Loss) on Derivative	Total Accumulated Other Comprehensive Income (Loss)
Balance as of December 31, 2011	$ 93	$ (411)	$ (318)
Change in other comprehensive income (loss)	2	(65)	(63)
Balance as of December 31, 2012	$ 95	$ (476)	$ (381)
Change in other comprehensive income (loss)	(463)	962	499
Balance as of December 31, 2013	$ (368)	$ 486	$ 118
Change in other comprehensive income (loss)	(162)	(161)	(323)
Balance as of December 31, 2014	$ (530)	$ 325	$ (205)

18. Legal Proceedings

The Company is subject to litigation in the normal course of its business. The outcomes of legal proceedings and claims brought against it and other loss contingencies are subject to significant uncertainty. The Company accrues a charge against income when its management determines that it is probable that an asset has been impaired or a liability has been incurred and the amount of loss can be reasonably estimated. In addition, the Company accrues for the authoritative judgments or assertions made against it by government agencies at the time of their rendering regardless of its intent to appeal. In addition, the Company is from time-to-time party to litigation administrative proceedings and union grievances that arise in the normal course of business, and occasionally pays non-material amounts to resolve claims or alleged violations of regulatory requirements. There are no "normal course" matters that separately or in the aggregate, would, in the opinion of management, have a material adverse effect on its operation, financial condition or cash flow.

In determining the appropriate accounting for loss contingencies, the Company considers the likelihood of loss or impairment of an asset or the incurrence of a liability, as well as its ability to reasonably estimate the amount of loss. The Company regularly evaluates current information available to determine whether an accrual should be established or adjusted. Estimating the probability that a loss will occur and estimating the amount of a loss or a range of loss involves significant judgment.

19. Domestic and Foreign Operations

Business Unit Segment Information

Segment information is presented in accordance with a "management approach," which designates the internal reporting used by the chief operating decision maker for making decisions and assessing performance as the source of the Company's reportable segments. The Company's segments are organized in a manner consistent with which separate financial information is available and evaluated regularly by the chief operating decision-maker in deciding how to allocate resources and in assessing the Company's overall performance.

An operating segment is defined as a component of an enterprise that engages in business activities from which it may earn revenue and incur expenses, and about which separate financial information is regularly evaluated by the chief operating decision maker. The chief operating decision maker is the Company's president and chief executive officer. The business is managed based on regions administered by executive vice presidents. Each of the operating segments are directly responsible for revenue and expenses related to their operations including direct regional administrative costs. Finance, information technology, human resources, and legal are shared functions that are not allocated back to the four operating segments. The chief operating decision maker assesses the performance of each operating segment using information about its revenue and operating income (loss) before interest, taxes, and depreciation and amortization, but does not evaluate segments using discrete asset information. There are no inter-segment transactions and the Company does not allocate interest and other income, interest expense, depreciation and amortization or taxes to operating segments. The accounting policies for segment reporting are the same as for the Company as a whole.

On November 1, 2013, the Company changed its internal reporting segment information reported to its CODM. The Company now reports Ontario, Manitoba and Quebec in Region One and Missouri, Nebraska, North Carolina and South Carolina in Region Five. The following includes the current internal reporting for which all periods presented have been restated to reflect the new internal reporting to the CODM.

- Region One, encompasses operations in Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, New Jersey,

New York, Ohio, Pennsylvania, Rhode Island, Virginia, West Virginia, Wisconsin and the three Canadian provinces of Manitoba, Ontario, and Quebec.

- Region Two, encompasses event planning and transportation, and its technology-based parking and traffic management systems.
- Region Three, encompasses operations in Arizona, California, Hawaii, New Mexico, Oregon, Utah, Washington and the Canadian province of Alberta.
- Region Four, encompasses all major airport and transportation operations nationwide.
- Region Five, encompasses Alabama, Colorado, Florida, Georgia, Louisiana, Mississippi, Missouri, Nebraska, North Carolina, Oklahoma, Puerto Rico, South Carolina, Tennessee, and Texas.
- Other, consists of ancillary revenue that is not specifically identifiable to a region and insurance reserve adjustments related to prior years.

The following is a summary of revenues (excluding reimbursed management contract revenue) and gross profit by operating segment for the years ended December 31, 2014, 2013 and 2012 (in thousands):

	Year Ended December 31,					
	2014	Gross Margin	2013	Gross Margin	2012	Gross Margin
Revenues(a):						
Region One						
Lease contracts	$ 303,973		$ 299,280		$ 134,851	
Management contracts	100,906		109,846		69,144	
Total Region One	404,879		409,126		203,995	
Region Two						
Lease contracts	4,658		4,418		1,425	
Management contracts	30,424		31,213		21,599	
Total Region Two	35,082		35,631		23,024	
Region Three						
Lease contracts	49,098		46,281		27,116	
Management contracts	58,941		63,673		51,313	
Total Region Three	106,219		109,954		78,429	
Region Four						
Lease contracts	48,469		43,532		42,986	
Management contracts	105,591		99,841		61,454	
Total Region Four	151,875		143,373		104,440	
Region Five						
Lease contracts	90,892		94,663		44,070	
Management contracts	42,507		42,410		26,796	
Total Region Five	133,399		137,073		70,866	
Other						
Lease contracts	(466)		1,400		(93)	
Management contracts	(86)		364		195	
Total Other	(552)		1,764		102	
Reimbursed management contract revenue	679,785		629,878		473,082	
Total revenues	$ 1,514,692		$ 1,466,799		$ 953,938	
Gross Profit						
Region One						
Lease contracts	15,550	5%	12,291	4%	$ 5,617	4%
Management contracts	49,107	49%	50,987	46%	32,612	47%
Total Region One	64,657		63,278		38,229	
Region Two						
Lease contracts	371	8%	162	4%	51	4%
Management contracts	12,854	42%	9,810	31%	3,772	17%
Total Region Two	13,225		9,972		3,823	
Region Three						
Lease contracts	5,018	10%	3,643	8%	2,245	8%
Management contracts	23,860	40%	26,001	41%	20,760	40%
Total Region Three	28,878		29,643		23,005	

	Year Ended December 31,					
	2014	Gross Margin	2013	Gross Margin	2012	Gross Margin
Region Four						
Lease contracts	3,626	7%	3,024	7%	2,918	7%
Management contracts	28,648	27%	26,543	27%	16,820	27%
Total Region Four	32,274		29,558		19,738	
Region Five						
Lease contracts	16,269	18%	15,626	17%	5,242	12%
Management contracts	20,662	49%	20,737	49%	10,249	38%
Total Region Five	36,931		36,363		15,491	
Other						
Lease contracts	130	N/A	(1,261)	N/A	2,502	N/A
Management contracts	(4,759)	N/A	4,547	N/A	4,338	N/A
Total Other	(4,629)		3,286		6,840	
Total gross profit	171,336		172,101		107,126	
General and administrative expenses	101,516		98,931		86,540	
General and administrative expense percentage of gross profit	59%		57%		81%	
Depreciation and amortization	30,349		31,193		13,513	
Operating income	39,471		41,977		7,073	
Other expenses (income):						
Interest expense	17,815		19,034		8,616	
Interest income	(402)		(643)		(297)	
Gain on contribution of a business to an unconsolidated entity	(4,161)		—		—	
Equity in losses from investment in unconsolidated entity	283		—		—	
	13,535		18,391		8,319	
Income before income taxes	25,936		23,586		(1,246)	
Income tax (benefit) expense	(197)		8,821		(3,620)	
Net income	26,133		14,765		2,374	
Less: Net income attributable to noncontrolling interest	3,035		2,676		1,034	
Net income attributable to SP Plus Corporation	$ 23,098		$ 12,089		$ 1,340	

On January 1, 2015, the Company changed its internal reporting segment information reported to its CODM. The Company will prospectively report on the following regions beginning in 2015 and restate prior periods presented to reflect the internal reporting to the CODM:

- Region One encompasses operations in Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Northern California, Ohio, Oregon, Pennsylvania, Rhode Island, Virginia, Washington, West Virginia, Wisconsin and four Canadian provinces of Alberta, Manitoba, Ontario and Quebec.

- Region Two encompasses operations in Alabama, Arizona, Colorado, Florida, Georgia, Hawaii, Kansas, Louisiana, Mississippi, Missouri, Nebraska, New Mexico, North Carolina, Oklahoma, South Carolina, Southern California, Tennessee, Texas Utah and Puerto Rico.

- Region Three encompasses operations in the New York metropolitan tri-state area of New York, New Jersey and Connecticut.

- Region Four encompasses all major airport and transportation operations nationwide.

- Region Five encompasses event planning and transportation, and its technology-based parking and traffic management systems.

- Other consists of ancillary revenue that is not specifically identifiable to a region and insurance reserve adjustments related to prior years.

20. Unaudited Quarterly Results

The following table sets forth the Company's unaudited quarterly consolidated statement of income data for the years ended December 31, 2014 and December 31, 2013. The unaudited quarterly information has been prepared on the same basis as the annual financial information and, in management's opinion, includes all adjustments (consisting only of normal recurring adjustments) necessary to present fairly the information for the quarters presented. Historically, the Company's operating results have varied from quarter to quarter and are expected to continue to fluctuate in the future. These fluctuations have been due to a number of factors, including: general economic conditions in its markets; acquisitions; additions of contracts; expiration and termination of contracts; conversion of lease contracts to management contracts; conversion of management contracts to lease contracts and changes in terms of contracts that are retained and timing of general and administrative expenditures.

The operating results for any historical quarter are not necessarily indicative of results for any future period.

	2014 Quarters Ended				2013 Quarters Ended			
	March 31	June 30	September 30	December 31	March 31	June 30	September 30	December 31
	(Unaudited)				(Unaudited)			
Parking services revenue:								
Lease contracts	$ 116,635	$ 124,958	$ 129,004	$ 126,027	$ 121,085	$ 123,232	$ 122,771	$ 122,487
Management contracts	89,955	84,931	77,878	85,519	90,095	88,659	77,681	90,911
Reimbursed management contract revenue	169,178	164,539	173,405	172,663	159,477	158,402	154,858	157,141
Total revenue	375,768	374,428	380,287	384,209	370,657	370,293	355,310	370,539
Cost of parking services:								
Lease contracts	112,084	111,979	116,520	115,077	112.118	112,014	115,696	116,262
Management contracts	59,214	50,016	46,741	51,940	58,737	53,833	44,680	51,480
Reimbursed management contract revenue	169,178	164,539	173,405	172,663	159,477	158,402	154,858	157,141
Total cost of parking services	340,476	326,534	336,666	339,680	330,332	324,249	315,234	324,883
Gross profit:								
Lease contracts	4,551	12,979	12,484	10,950	8,967	11,218	7,075	6,225
Management contracts	30,741	34,915	31,137	33,579	31,358	34,826	33,001	39,431
Total gross profit	35,292	47,894	43,621	44,529	40,325	46,044	40,076	45,656
General and administrative expenses	26,066	24,996	24,123	26,331	27,948	26,868	20,494	23,621
Depreciation and amortization	7,163	7,730	7,630	7,826	7,493	8.252	7,959	7,489
Operating income	2,063	15,168	11,868	10,372	4,884	10,924	11,623	14,546
Other expense (income):								
Interest expense	4,809	4,811	4,162	4,033	4,840	4,763	4,818	4,613
Interest income	(98)	(94)	(144)	(66)	(111)	(128)	(108)	(296)
Gain on contribution of a business to an unconsolidate entity	—	—	—	(4,161)	—	—	—	—
Equity in losses from investment in unconsolidate entity	—	—	—	283	—	—	—	—
Total other expenses (income)	4,711	4,717	4,018	89	4,729	4,635	4,710	4,317
Income before income taxes	(2,648)	10,451	7,850	10,283	155	6,289	6,913	10,229
Income tax expense (reversal)	(7,438)	4,254	2,763	224	(154)	2,065	2,448	4,462
Net income (loss)	4,790	6,197	5,087	10,059	309	4,224	4,465	5,767
Less: Net income (loss) attributable to noncontrolling interest	487	890	785	873	569	780	721	606
Net income attributable to SP Plus Corporation	$ 4,303	$ 5,307	$ 4,302	$ 9,186	$ (260)	$ 3,444	$ 3,744	$ 5,161

Net income per common share:								
Basic	$ 0.20	$ 0.24	$ 0.20	$ 0.42	$ (0.01)	$ 0.16	$ 0.17	$ 0.24
Diluted	$ 0.19	$ 0.24	$ 0.19	$ 0.41	$ (0.01)	$ 0.15	$ 0.17	$ 0.23
Weighted average shares outstanding:								
Basic	21,977,836	21,991,965	21,997,394	22,071,706	21,870.771	21,889.777	21,911.574	21,938,377
Diluted	22,351,845	22,398,886	22,426,787	22,451,557	21,870.771	22,221.102	22,285.723	22,319,723

21. Subsequent Events

On February 20, 2015 (Restatement Date), we entered into an Amended and Restated Credit Agreement (the "Restated Credit Agreement") with Bank of America, N.A. ("Bank of America"), as administrative agent, an issuing lender and swing-line lender; Wells Fargo Bank, N.A., as an issuing lender and syndication agent; U.S. Bank National Association, First Hawaiian Bank and BMO Harris Bank N.A., as co-documentation agents; Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as joint lead arrangers and joint book managers; and the lenders party thereto (the "Lenders"). The Restated Credit Facility reflects modifications to, and an extension of, the Credit Facility, as described above.

Pursuant to the terms, and subject to the conditions, of the Restated Credit Agreement, the Lenders have made available to the Company a senior secured credit facility (the "Restated Senior Credit Facility") that permits aggregate borrowings of $400,000 consisting of (i) a revolving credit facility of up to $200,000 at any time outstanding, which includes a $100,000 sublimit for letters of credit and a $20,000

sublimit for swing-line loans, and (ii) a term loan facility of $200,000 (reduced from $250,000). The Company may request increases of the revolving credit facility in an aggregate additional principal amount of $100 million. The Restated Senior Credit Facility matures on February 20, 2020.

The entire amount of the term loan portion of the Restated Senior Credit Facility had been drawn by the Company as of the Restatement Date (including approximately $10,400 drawn on such date) and is subject to scheduled quarterly amortization of principal as follows: (i) $15,000 in the first year, (ii) $15,000 in the second year, (iii) $20,000 in the third year, (iv) $20,000 in the fourth year, (v) $20,000 in the fifth year and (vi) $110,000 in the sixth year. The Company also had outstanding borrowings of $147,299 (including $53,449 in letters of credit) under the revolving credit facility as of the Restatement Date.

Borrowings under the Restated Senior Credit Facility bear interest, at the Company's option, (i) at a rate per annum based on the Company's consolidated total debt to EBITDA ratio for the 12-month period ending as of the last day of the immediately preceding fiscal quarter, determined in accordance with the pricing levels set forth in the Restated Credit Agreement (the "Restatement Applicable Margin"), plus LIBOR or (ii) the Restatement Applicable Margin plus the highest of (x) the federal funds rate plus 0.5%, (y) the Bank of America prime rate and (z) a daily rate equal to LIBOR plus 1.0%. (the highest of (x), (y) and (z), the "Base Rate"), except that all swing-line loans will bear interest at the Base Rate plus the Applicable Margin.

Under the terms of the Restated Credit Agreement, the Company is required to maintain a maximum consolidated total debt to EBITDA ratio of not greater than 4.0 to 1.0 as of the end of any fiscal quarter ending during the period from the Restatement Date through September 30, 2015, (ii) 3.75 to 1.0 as of the end of any fiscal quarter ending during the period from October 1, 2015 through September 30, 2016, and (iii) 3.5 to 1.0 as of the end of any fiscal quarter ending thereafter. In addition, the Company is required to maintain a minimum consolidated fixed charge coverage ratio of not less than 1:25:1.0.

Events of default under the Restated Credit Agreement include failure to pay principal or interest when due, failure to comply with the financial and operational covenants, the occurrence of any cross default event, non-compliance with the other loan documents, the occurrence of a change of control event, and bankruptcy and other insolvency events. If an event of default occurs and is continuing, the Lenders holding a majority of the commitments and outstanding term loan under the Restated Credit Agreement have the right, among others, to (i) terminate the commitments under the Restated Credit Agreement, (ii) accelerate and require the Company to repay all the outstanding amounts owed under the Restated Credit Agreement and (iii) require the Company to cash collateralize any outstanding letters of credit.

Each wholly-owned domestic subsidiary of the Company (subject to certain exceptions set forth in the Restated Credit Agreement) has guaranteed all existing and future indebtedness and liabilities of the other guarantors and the Company arising under the Restated Credit Agreement. The Company's obligations under the Restated Credit Agreement and such domestic subsidiaries' guaranty obligations are secured by substantially all of their respective assets.

In connection with and effective upon the execution and delivery of the Restated Credit Agreement on February 20, 2015, the Company terminated its then-existing Credit Agreement. Losses on the extinguishment of debt will be recorded as interest expense during the first quarter 2015 which the Company expects to be approximately $650 and relates to debt discount and debt issuance costs.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SP PLUS CORPORATION

Date: March 6, 2015 By: /s/ VANCE C. JOHNSTON

Vance C. Johnston
Executive Vice President,
Chief Financial Officer and Treasurer
(Principal Financial Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ G MARC BAUMANN G Marc Baumann	Director, President and Chief Executive Officer (Principal Executive Officer)	March 6, 2015
/s/ CHARLES L. BIGGS Charles L. Biggs	Director	March 6, 2015
/s/ KAREN M. GARRISON Karen M. Garrison	Director	March 6, 2015
/s/ PAUL HALPERN Paul Halpern	Director	March 6, 2015
/s/ ROBERT S. ROATH Robert S. Roath	Director	March 6, 2015
/s/ JONATHAN P. WARD Jonathan P. Ward	Director	March 6, 2015
/s/ JAMES A. WILHELM James A. Wilhelm	Director and Non-Executive Chairman	March 6, 2015
/s/ GORDON H. WOODWARD Gordon H. Woodward	Director	March 6, 2015
/s/ VANCE C. JOHNSTON Vance C. Johnston	Executive Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)	March 6, 2015
/s/ KRISTOPHER H. ROY Kristopher H. Roy	Vice President, Corporate Controller and Assistant Treasurer (Principal Accounting Officer and Duly Authorized Officer)	March 6, 2015

M. EXCEPTIONS

M. EXCEPTIONS

Exceptions – Be advised that exceptions to any portion of this Solicitation including City of Austin contract terms and conditions may jeopardize acceptance of this Proposal.

The Proposer must clearly indicate each exception taken and indicate the alternative language. The failure to identify exceptions or proposal changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as set forth by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called out in this Solicitation.

SP+ has no exceptions to the terms and conditions of the Solicitation as set forth by the City.

EXHIBIT 1 – REFERENCE LETTERS

PORT OF PORTLAND
Possibility. In every direction.

January 21, 2016

Ms. Sai Xoomsai Purcell
Senior Buyer Specialist
Austin-Bergstrom International Airport
P.O. Box 1088
Austin, TX 78767-8845

Re: Reference letter for SP+ Corporation

Dear Ms. Purcell:

SP+ Corporation has been a proven, valued partner of the Port of Portland since being awarded the Parking Management Agreement for Portland International Airport (PDX) in June, 2006. In 2014, the Port expanded this partnership by awarding SP+ the competitively bid Landside Management Agreement. This Agreement awarded SP+ the day-to-day management of the parking facilities, Gold Key Valet, public and employee shuttle bus, and commercial roadway operations.

The Port of Portland and SP+ have worked together in achieving the shared goals of maximizing revenue, through efficient and effective management, and fiscal responsibility while providing the highest level of customer service during both tremendous growth and challenging declines. These achievements are reflected in the increasing revenue generated from the Landside operations and through our continued high marks and recognition in customer service. The commitment to excellence by SP+ is reflected at all levels of their organization and is a significant reason that PDX continues to be one of the best airports in the nation based on customer surveys.

On behalf of the Port, please accept this letter of recommendation for SP+ Corporation's experience and ability to provide professional Landside management services.

Please do not hesitate to contact me if you have any questions or concerns.

Best regards,

Steve Koester, A.A.E
Parking Systems Manager
Portland International Airport
T: 503.415.6529
steven.koester@portofportland.com

7200 NE Airport Way Portland OR 97218
Box 3529 Portland OR 97208
503.415.6000

Printed on 100% recycled stock

Salt Lake City
Department of Airports

January 20, 2016

Ms. Sai Xoomsai Purcell
Senior Buyer Specialist
Austin Bergstrom International Airport
P.O. Box 1088
Austin, TX 78767-8845

Dear Sai,

On November 13, 2010, Central Parking System, now SP Plus Corporation (SP+), assumed responsibility for the Parking and Shuttle services at Salt Lake City International Airport. The transition from one operator to another was handled in exceptional fashion with Central's management staff from the regional and corporate level on hand to professionally address any challenge they encountered.

The staff was faced with a difficult circumstance in that the shuttle employees were former City employees and absorbed into SP+ at the onset of the contract. The potential for unhappy employees was quickly diffused with Central's proactive approach and involvement with all staff.

During the course of over 5 years, Salt Lake City Department of Airports has had the opportunity to work with local management and corporate support staff to further enhance the parking services offered at SLC. Among them are:

1. Implementation of a Mystery Shopper program focusing on cashier and shuttle driver customer service.
2. Survey Monkey surveys to obtain guest feedback on quality of shuttle services. A QR code is used and scanned by the guest to link to the survey site.
3. SLC is undergoing a $1.8B Terminal Redevelopment Program (TRP), where we are constructing a new terminal, new garage, and rental car facilities. The first phase of construction was to expand the Economy Lot to make room for the rental car facilities. SP Plus has been highly involved in the planning and implementation phases of the construction and traffic changes, which impacts the shuttle routing and level of service.
4. In January of 2015, the City altered the taxi ordinances and redefined the service creating an on demand system. The previous GT coordinators were taxi company employees. Within three weeks of the ordinance change, SP Plus began operating the GT function with GT coordinators and have done an excellent job considering the short notice they were given.
5. SP Plus has been very helpful with sharing marketing ideas and providing valuable insight on emerging technology trends. As we have explored our options, they have also shared best practices from other Airports, and this has proven to be of great value for SLC.

6. In October of 2015, SLCDA closed the garage drive through lanes, due to upcoming roadway construction. Since we have capacity issues in the Garage on certain days, the area was re-purposed into a Premium Reserved Parking area. The area has a dedicated entry lane and includes concierge service with personalized staff assistance, and travel accessories. SP Plus has played a significant role in this transition, providing us with their technology expertise and input on the optimal layout of the space. Given the limited space, pricing for this parking option is at a premium, and the level of service and guest interaction is commensurate with a high end valet operation.

SP+'s focus on improving the customer experience, coupled with striving to create a more efficient operation, is closely aligned with the Airport's strategic goals.

I am very comfortable with SP+ as our parking/shuttle/ GT operator. I believe they meet our current and future needs and would recommend them to other airports involved in a solicitation process for parking/shuttle services. If you would like to discuss my experience with SP+, feel free to contact me at (801) 575-2530.

Kind Regards,

Bruce Barclay

Bruce Barclay, CAPP
Operations Manager, Parking & Shuttle Services
Salt Lake City Department of Airports
801.575.2530

LEE COUNTY PORT AUTHORITY

Direct Dial: (239) 590-4705
Fax: (239) 590-4707

October 27, 2015

ROBERT M. BALL, A.A.E.
EXECUTIVE DIRECTOR

RICHARD WM. WESCH
PORT AUTHORITY ATTORNEY

BOARD OF
PORT COMMISSIONERS

BRIAN HAMMAN

LARRY KIKER

FRANK MANN

JOHN E. MANNING

CECIL L PENDERGRASS

Attention: Mr. Jack Ricchiuto
Executive Vice President, Airport Division
SP Plus Corporation
The Tower at Erieview
1301 East Ninth Street, Suite 1050
Cleveland, Ohio 44114

To Whom it may Concern:

Subject: Reference Letter, SP Plus Corporation

SP Plus Corporation has managed our parking and shuttle operations at the Southwest Florida International Airport (RSW) for nearly twenty (20) years. During this period, SP Plus has furnished consistent, professional, and quality parking and shuttle services to our airport customers. SP Plus was recently awarded a new five year management agreement which commenced on October 1, 2015, to continue to furnish and perform comprehensive operation, management, and maintenance of parking lot and shuttle transportation services at RSW, which includes a three level parking garage; long term, employee, and cell phone surface parking lots comprising nearly 13,000 spaces; and advanced parking access and revenue control (PARCS) and related systems.

SP Plus also furnished insightful value-added consulting services during the design of our terminal landside facilities to promote the most effective and efficient parking and shuttle programs, and more recently assisted with technology-based marketing and customer service enhancements. Moreover, they played a key role in the successful transition to operations at our new terminal in 2005, where they implemented innovative trunk-to-trunk long term and courtesy employee parking shuttle services on a continuous basis. SP Plus maintains successful relationships with various service providers and leasing companies to assist in meeting their contract obligations at RSW.

SP Plus consistently exceeds our expectations for providing outstanding parking and shuttle services at our airport for our mutual customers, and we look forward to continuing our valued partnership with this industry leading contractor going forward.

Sincerely,

LEE COUNTY PORT AUTHORITY

Jeffrey C. Gray, A.A.E.
Department Director, Contracts

jg/

cc: Gary Duncan, Aviation

AKRON-CANTON
AIRPORT

5400 Lauby Road NW #9
North Canton, Ohio 44720-1598

Akron: 330.896.2376
Canton: 330.499.4059
Fax: 330.499.5176

www.akroncantonairport.com

October 22, 2015

Airport Authority Board
Beth B. Boggins
Tina R. Floyd
Cathy C. Godshall
Christopher J. Holding
Robert G. Konstand
Robin R. Shabazz
Ward J. Timken
John B. Wirtz

Reference: SP+ Airport Services

To Whom It May Concern,

SP+ Airport Services has provided parking management services to the Akron-Canton Airport since the airport opened its parking facilities in 1962. These services have grown to include the management of four different surface lots totaling over 4,000 spaces. In addition they are responsible for shuttle service, maintenance, snow removal and revenue control in each lot.

SP+ Airport Services has been a valuable partner as the airport has experienced unprecedented growth over the last 15 years. They have implemented a FastPass parking program, and are currently working closely with the airport on a major parking improvement project at the airport. This includes new entrance and exit plazas, lot reconfiguration, resurfacing and new revenue control system. They have been helpful in providing guidance during the design and construction of this project.

Their management team both on site and corporate have been very hands on and have become a valuable part of the airport team. Providing wonderful customer service from the time our customers enter the parking lots until they leave the parking lots. We regularly receive compliments from our customers on their experience.

I wholeheartedly recommend SP + Airport Services for any airport looking for expertise and leadership in managing their parking facilities. If you have any questions or would like to discuss our experience with SP + Airport Services please do not hesitate to contact me.

Sincerely,

Richard B McQueen

Richard B. McQueen
President & CEO

Richard B. McQueen
President/CEO

Kristie E. Van Auken
Sr. Vice President/CMCO

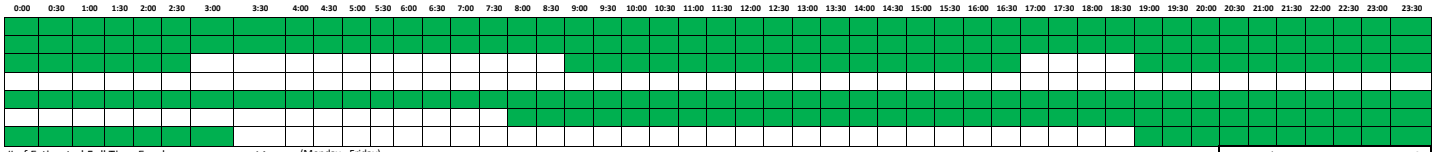
EXHIBIT 2 – STAFFING CHARTS

AUSTIN-BERGSTROM PARKING STAFFING PLAN

Parking Cashier Schedule (7 days/week)

G1 / G2 Exit Plaza (7a-330p; 3p- 1130p; 11p-730a)
G1 / G2 Exit Plaza (7a-330p; 3p- 1130p; 11p-730a)
G1 / G2 Exit Plaza (9a-530p; 7p- 330a)

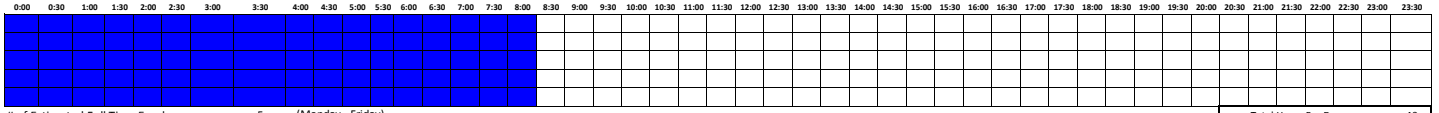
SurfaceLot Exit Plaza (7a-330p; 3p- 1130p; 11p-730a)
SurfaceLot Exit Plaza (8a-430p; 4p- 1230a)
SurfaceLot Exit Plaza (7p - 330am)



# of Estimated Full Time Employees:	14	(Monday - Friday)	Total Hours Per Day 112
# of Estimated Part Time Employees:	14	(Saturday & Sunday)	Total Hours Per Week 784
Starting Hourly Rate:	$ 13.03		

License Plate Inventory (7 days/week)

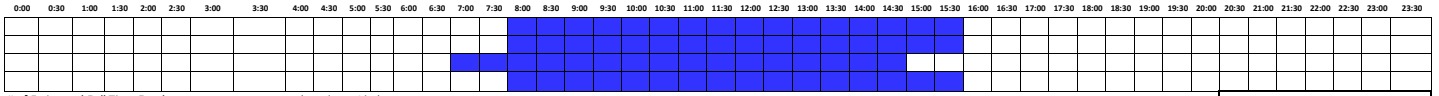
LPI #1
LPI #2
LPI #3
LPI #4
LPI #5



# of Estimated Full Time Employees:	5	(Monday - Friday)	Total Hours Per Day 40
# of Estimated Part Time Employees:	5	(Saturday & Sunday)	Total Hours Per Week 280
Starting Hourly Rate:	$14.03		

Parking Audit / Admin Schedule (5 days/week*)

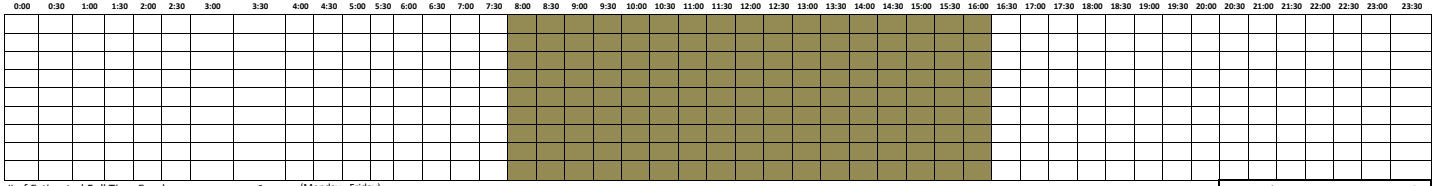
Accounting Assistant (Mon - Fri)
Audit Clerk (Mon - Fri)
Receptionist (Mon - Fri)
Audit Clerk (Sat - Sun)



# of Estimated Full Time Employees:	3	(Monday - Friday)	Total Hours Per Day 32
# of Estimated Part Time Employees:	1	(Saturday & Sunday)	Total Hours Per Week 136
Starting Hourly Rate:	$14.00 - $15.38		

Flaggers (5 days/week)

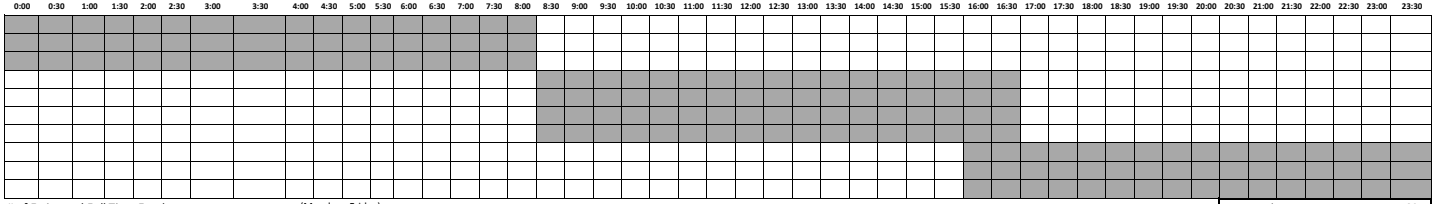
Monday - Friday, 8a - 430pm
Flagger #1 (Lead)
Flagger #2
Flagger #3
Flagger #4
Flagger #5
Flagger #6
Flagger #7
Flagger #8
Flagger #9



# of Estimated Full Time Employees:	9	(Monday - Friday)	Total Hours Per Day 72
# of Estimated Part Time Employees:	0	(Saturday & Sunday)	Total Hours Per Week 360
Starting Hourly Rate:	$13.03 (Lead Flagger @ $13.53)		

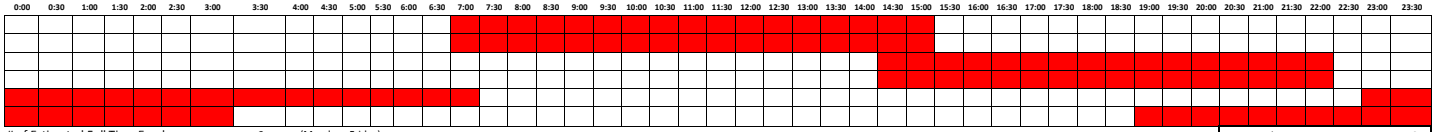
Customer Service Agents / Maintenance (7 days/week)

CSA / Maintenance 1
CSA / Maintenance 2
CSA / Maintenance 3
CSA / Maintenance 4
CSA / Maintenance 5
CSA / Maintenance 7
CSA / Maintenance 8
CSA / Maintenance 9
CSA / Maintenance 10
CSA / Maintenance 11



# of Estimated Full Time Employees:	10	(Monday - Friday)	Total Hours Per Day 80
# of Estimated Part Time Employees:	10	(Saturday & Sunday)	Total Hours Per Week 560
Starting Hourly Rate:	$13.50 (Lead Maintenance @ $14.25)		

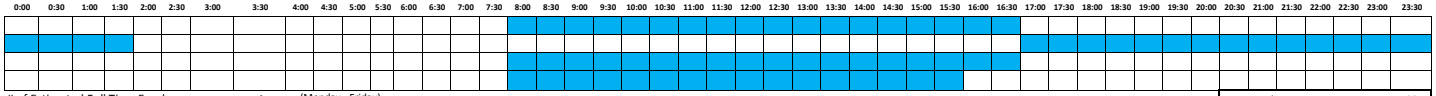
Parking Supervisors (7 days/week)



# of Estimated Full Time Employees:	6	(Monday - Friday)	
# of Estimated Part Time Employees:	6	(Saturday & Sunday)	
Starting Hourly Rate:	$14.33		

Total Hours Per Day	48
Total Hours Per Week	336

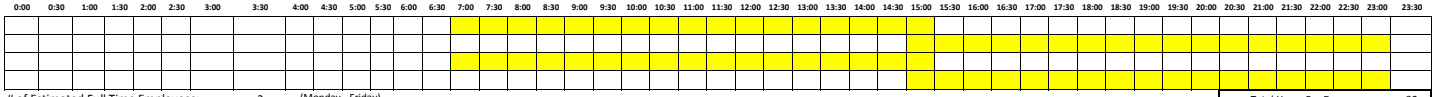
Parking Management



# of Estimated Full Time Employees:	4	(Monday - Friday)	
# of Estimated Part Time Employees:	0	(Saturday & Sunday)	
Starting Hourly Rate:	GM = $82,000; AGM = $60,000; Finance Mgr = $58,000; HR Mgr = $50,000		

Total Hours Per Day	32
Total Hours Per Week	160

Proposed New Lot A Ambassador Service



# of Estimated Full Time Employees:	2	(Monday - Friday)	
# of Estimated Part Time Employees:	2	(Saturday & Sunday)	
Starting Hourly Rate:	$13.03		

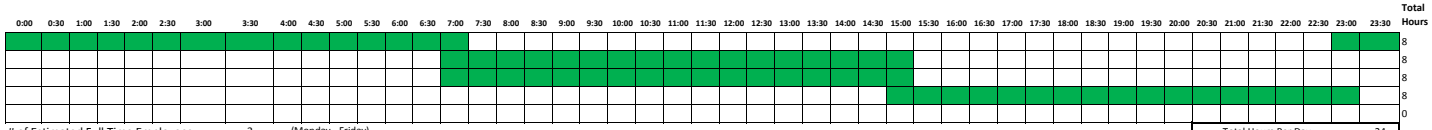
Total Hours Per Day	32
Total Hours Per Week	112

Total Hours Per Day	448
Total Hours Per Week	2728

Total # of Estimated Full Time Employees:	53
Total # of Estimated Part Time Employees:	38

AUSTIN-BERGSTROM PARKING STAFFING PLAN

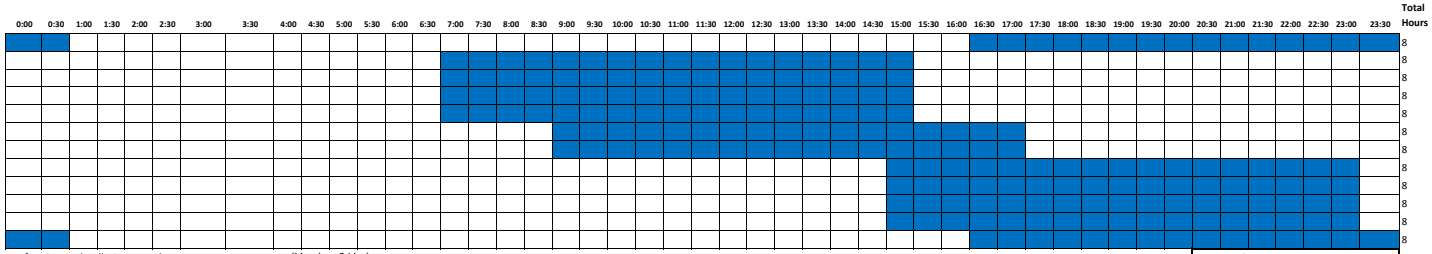
Valet Manager / Ramp Supervisor Schedule (7 days/week*)



# of Estimated Full Time Employees:	3	(Monday - Friday)
# of Estimated Part Time Employees:	3	(Saturday & Sunday)
Starting Hourly Rate:	$14.33	(Valet Manager = $17/hour)

Total Hours Per Day	24
Total Hours Per Week	168

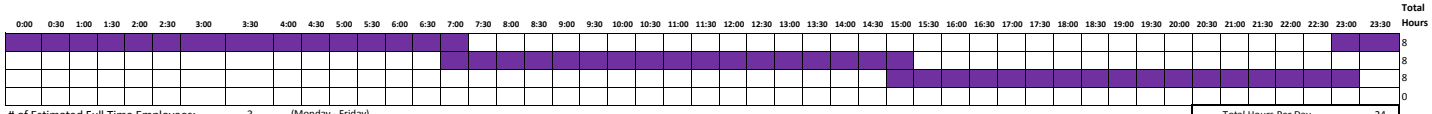
Valet Runner (7 days/week*)



# of Estimated Full Time Employees:	12	(Monday - Friday)
# of Estimated Part Time Employees:	12	(Saturday & Sunday)
Starting Hourly Rate:	$13.03	

Total Hours Per Day	96
Total Hours Per Week	656

Valet Cashier (7 days/week)



# of Estimated Full Time Employees:	3	(Monday - Friday)
# of Estimated Part Time Employees:	3	(Saturday & Sunday)
Starting Hourly Rate:	$13.03	

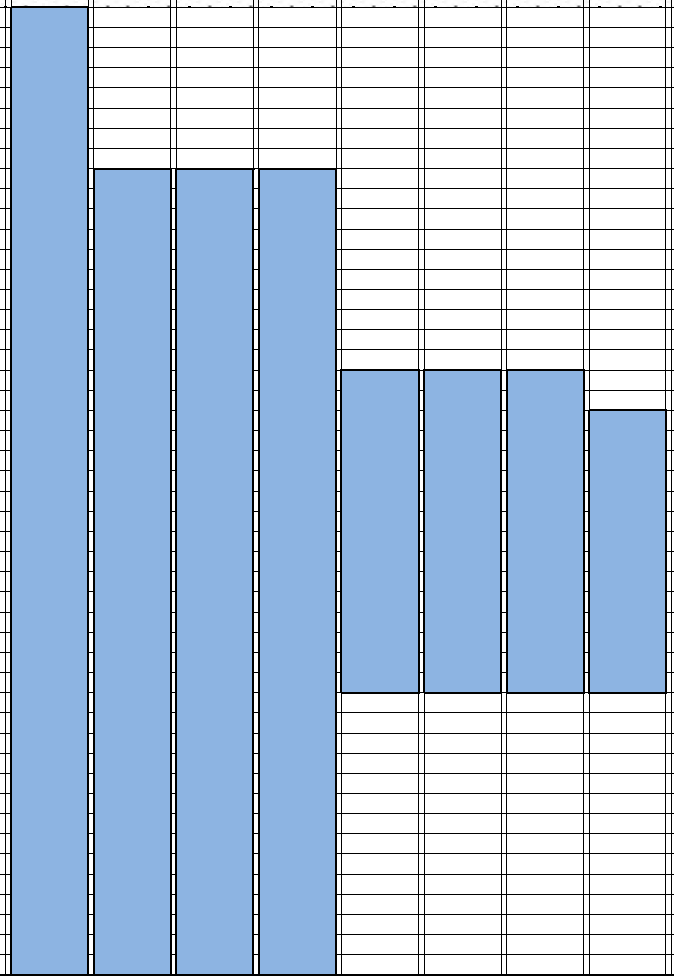
Total Hours Per Day	24
Total Hours Per Week	168

Total Hours Per Week	992

Total # of Estimated Full Time Employees:	18
Total # of Estimated Part Time Employees:	18

Austin-Bergstrom International Airport (AUS)
Shift A Daily In-Service Hours

Time of Day	BUSES IN SERVICE
00:01 - 00:30	1
00:30 - 01:00	1
01:01 - 01:30	1
01:31 - 02:00	1
02:01 - 02:30	1
02:31 - 03:00	1
03:01 - 03:30	1
03:31 - 04:00	1
04:01 - 04:30	4
04:31 - 05:00	4
05:01 - 05:30	4
05:31 - 06:00	4
06:01 - 06:30	4
06:31 - 07:00	4
07:01 - 07:30	4
07:31 - 08:00	4
08:01 - 08:30	4
08:31 - 09:00	4
09:01 - 09:30	7
09:31 - 10:00	7
10:01 - 10:30	8
10:31 - 11:00	8
11:01 - 11:30	8
11:31 - 12:00	8
12:01 - 12:30	8
12:31 - 13:00	8
13:01 - 13:30	8
13:31 - 14:00	8
14:01 - 14:30	8
14:31 - 15:00	8
15:01 - 15:30	8
15:31 - 16:00	8
16:01 - 16:30	8
16:31 - 17:00	8
17:01 - 17:30	4
17:31 - 18:00	4
18:01 - 18:30	4
18:31 - 19:00	4
19:01 - 19:30	4
19:31 - 20:00	4
20:01 - 20:30	4
20:31 - 21:00	4
21:01 - 21:30	4
21:31 - 22:00	4
22:01 - 22:30	3
22:31 - 23:00	4
23:01 - 23:30	4
23:31 - 24:00	4

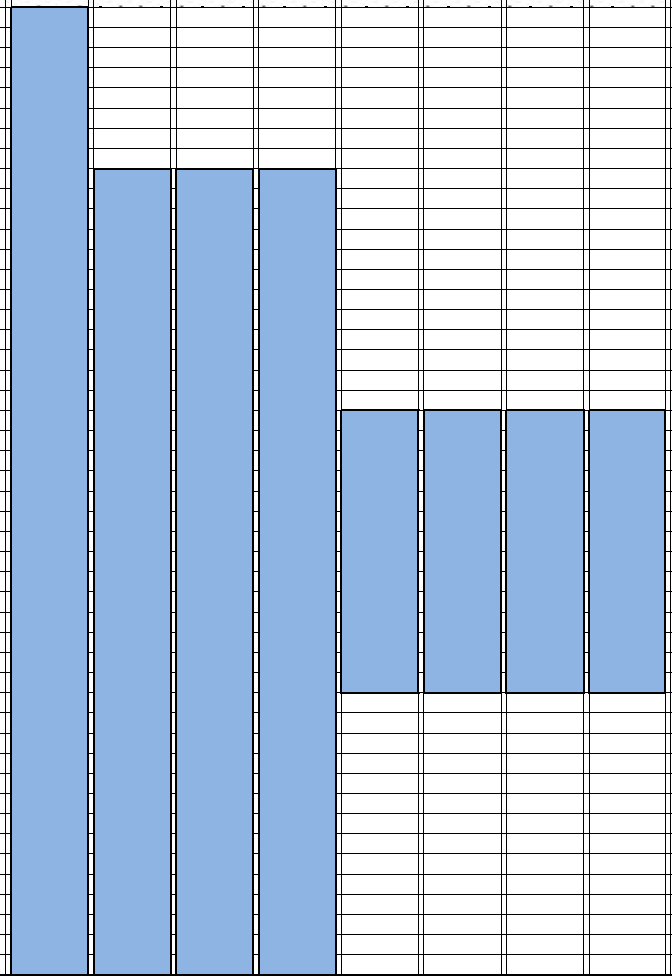


HOURS		24	20	20	20	8	8	8	7

In-SERVICE HOURS:	115
# FT POSITIONS	20
# PT POSITIONS	1
STARTING WAGE	$14.00/Hr

Austin-Bergstrom International Airport (AUS)
Shift B Daily In-Service Hours

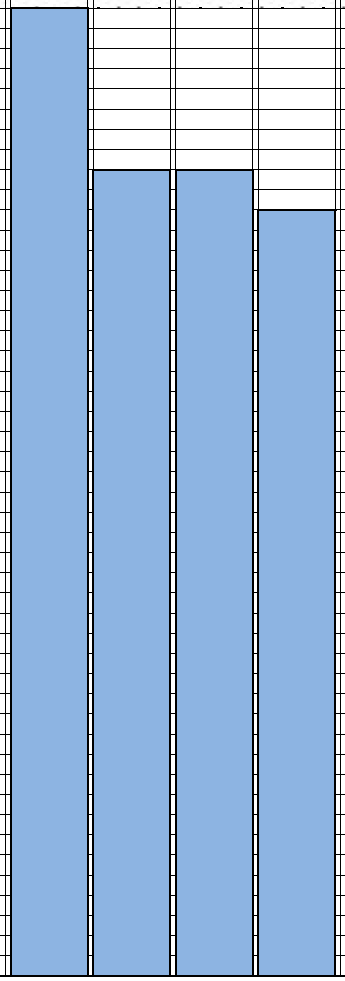
Time of Day	BUSES IN SERVICE
00:01 - 00:30	1
00:30 - 01:00	1
01:01 - 01:30	1
01:31 - 02:00	1
02:01 - 02:30	1
02:31 - 03:00	1
03:01 - 03:30	1
03:31 - 04:00	1
04:01 - 04:30	4
04:31 - 05:00	4
05:01 - 05:30	4
05:31 - 06:00	4
06:01 - 06:30	4
06:31 - 07:00	4
07:01 - 07:30	4
07:31 - 08:00	4
08:01 - 08:30	4
08:31 - 09:00	4
09:01 - 09:30	4
09:31 - 10:00	4
10:01 - 10:30	8
10:31 - 11:00	8
11:01 - 11:30	8
11:31 - 12:00	8
12:01 - 12:30	8
12:31 - 13:00	8
13:01 - 13:30	8
13:31 - 14:00	8
14:01 - 14:30	8
14:31 - 15:00	8
15:01 - 15:30	8
15:31 - 16:00	8
16:01 - 16:30	8
16:31 - 17:00	8
17:01 - 17:30	4
17:31 - 18:00	4
18:01 - 18:30	4
18:31 - 19:00	4
19:01 - 19:30	4
19:31 - 20:00	4
20:01 - 20:30	4
20:31 - 21:00	4
21:01 - 21:30	4
21:31 - 22:00	4
22:01 - 22:30	3
22:31 - 23:00	4
23:01 - 23:30	4
23:31 - 24:00	4
HOURS	24 20 20 20 7 7 7 7



SERVICE HOURS:	112
# FT POSITIONS	19
# PT POSITIONS	1
STARTING WAGE	$14.00/Hr

Austin-Bergstrom International Airport (AUS)
Shift C Daily In-Service Hours

Time of Day	BUSES IN SERVICE
00:01 - 00:30	1
00:30 - 01:00	1
01:01 - 01:30	1
01:31 - 02:00	1
02:01 - 02:30	1
02:31 - 03:00	1
03:01 - 03:30	1
03:31 - 04:00	1
04:01 - 04:30	3
04:31 - 05:00	3
05:01 - 05:30	4
05:31 - 06:00	4
06:01 - 06:30	4
06:31 - 07:00	4
07:01 - 07:30	4
07:31 - 08:00	4
08:01 - 08:30	4
08:31 - 09:00	4
09:01 - 09:30	4
09:31 - 10:00	4
10:01 - 10:30	4
10:31 - 11:00	4
11:01 - 11:30	4
11:31 - 12:00	4
12:01 - 12:30	4
12:31 - 13:00	4
13:01 - 13:30	4
13:31 - 14:00	4
14:01 - 14:30	4
14:31 - 15:00	4
15:01 - 15:30	4
15:31 - 16:00	4
16:01 - 16:30	4
16:31 - 17:00	4
17:01 - 17:30	4
17:31 - 18:00	4
18:01 - 18:30	4
18:31 - 19:00	4
19:01 - 19:30	4
19:31 - 20:00	4
20:01 - 20:30	4
20:31 - 21:00	4
21:01 - 21:30	4
21:31 - 22:00	4
22:01 - 22:30	4
22:31 - 23:00	4
23:01 - 23:30	4
23:31 - 24:00	4



HOURS		24	20	20	19	0

SERVICE HOURS:	83
# FT POSITIONS	14
# PT POSITIONS	1
STARTING WAGE	$14.00/Hr

Austin-Bergstrom International Airport (AUS)
Management Daily Hours

Time of Day		Transportation Manager	Transportation Supervisors	Transportation Trainer																			
00:01 - 00:30																							
00:30 - 01:00																							
01:01 - 01:30																							
01:31 - 02:00																							
02:01 - 02:30																							
02:31 - 03:00																							
03:01 - 03:30																							
03:31 - 04:00																							
04:01 - 04:30																							
04:31 - 05:00																							
05:01 - 05:30																							
05:31 - 06:00																							
06:01 - 06:30																							
06:31 - 07:00																							
07:01 - 07:30																							
07:31 - 08:00																							
08:01 - 08:30																							
08:31 - 09:00																							
09:01 - 09:30																							
09:31 - 10:00																							
10:01 - 10:30																							
10:31 - 11:00																							
11:01 - 11:30																							
11:31 - 12:00																							
12:01 - 12:30																							
12:31 - 13:00																							
13:01 - 13:30																							
13:31 - 14:00																							
14:01 - 14:30																							
14:31 - 15:00																							
15:01 - 15:30																							
15:31 - 16:00																							
16:01 - 16:30																							
16:31 - 17:00																							
17:01 - 17:30																							
17:31 - 18:00																							
18:01 - 18:30																							
18:31 - 19:00																							
19:01 - 19:30																							
19:31 - 20:00																							
20:01 - 20:30																							
20:31 - 21:00																							
21:01 - 21:30																							
21:31 - 22:00																							
22:01 - 22:30																							
22:31 - 23:00																							
23:01 - 23:30																							
23:31 - 24:00																							
HOURS		8	24	8	0	0																	

SERVICE HOURS: 40
 # FT POSITIONS 6
 # PT POSITIONS 1

EXHIBIT 3 – SAMPLE OPERATING REPORTS

CINCINNATI AIRPORT

November 2015

sp+ Standard Parking Central Parking USA PARKING

Cincinnati Airport
Statement of Revenue and Expense
November 2015

Current Month				Year-to-Date			Annual Budget
Actual	Budget	Variance		Actual	Budget	Variance	Total
			Revenue				
98,884		98,884	Valet Parking	1,220,996		1,220,996	
12,975		12,975	Validations	112,246		112,246	
111,859		111,859	Total Gross Revenue	1,333,242		1,333,242	
			Operating Expenses				
25,306	18,438	(6,868)	Salaries & Wages	296,989	221,258	(75,731)	239,696
1,959	2,409	450	Payroll Taxes & Burden	25,574	28,897	3,323	31,306
2,615	1,925	(690)	Health, Welfare & Pension	26,940	21,175	(5,765)	23,100
770	167	(603)	Uniforms & Laundry	3,297	1,837	(1,460)	2,004
27		(27)	Garage Supplies	406		(406)	
	500	500	Printing & Ticket		5,500	5,500	6,000
541	100	(441)	Office Supplies	3,454	1,100	(2,354)	1,200
	125	125	Repairs & Maintenance	1,959	1,375	(584)	1,500
			Signs	61		(61)	
			Liability Insurance				
319	334	15	Telephone & Computer	3,646	3,674	28	4,008
3,536	3,546	10	Fixed Management Fee	38,900	39,006	106	42,552
			Advertising & Publicity	52		(52)	
	10	10	Postage & Freight		110	110	120
			Transition Expenses	48		(48)	
236	83	(153)	Recruiting Expense	872	913	41	996
11	250	239	Miscellaneous Expense	(134)	2,750	2,884	3,000
(5)		5	Cash Over/Short	(262)		262	
35,317	27,887	(7,430)	Total Operating Expenses	401,802	327,595	(74,207)	355,482
76,542	(27,887)	104,429	Net Operating Income(Loss)	931,440	(327,595)	1,259,035	(355,482)
			Total Expenses Due				
**********			To Standard Parking	$35,316.56			

sp+ Standard Parking Central Parking USA PARKING

CINCINNATI AIRPORT

G E N E R A L J O U R N A L
November 2015

Vendor/Reference	Invoice/Comments/Description		Amount
Valet Parking			
RCCUSTREV	DAILY REVENUE COLLECTIONS		98,884.00
		Total	98,884.00
Validations			
RCCUSTREV	DAILY REVENUE COLLECTIONS		12,975.00
		Total	12,975.00
Salaries & Wages			
PY2000	PAYROLL LABOR DISTRIBUTION POR		7,527.88
PY2000	PAYROLL LABOR DISTRIBUTION POR		7,389.42
PY2000	PAYROLL LABOR DISTRIBUTION POR		2,265.80
PY2000	PAYROLL LABOR DISTRIBUTION POR		2,309.00
SKEVANY	CC TIPS		4,465.50
PY2000	PAYROLL LABOR DISTRIBUTION POR		799.35
PY2000	PAYROLL LABOR DISTRIBUTION POR		828.50
PY2000	PAYROLL LABOR DISTRIBUTION POR		74.56
PY2000	PAYROLL LABOR DISTRIBUTION POR		298.24
PY2000	PAYROLL LABOR DISTRIBUTION POR		1,906.74
PY2000	PAYROLL LABOR DISTRIBUTION POR		1,906.74
RCCUSTREV	DAILY REVENUE COLLECTIONS		4,465.50-
		Total	25,306.23
Payroll Taxes & Burden			
PY2000	PAYROLL EMPLOYER LIABILITY POR		798.76
PY2000	PAYROLL EMPLOYER LIABILITY POR		124.70
PY2000	PAYROLL EMPLOYER LIABILITY POR		817.43
PY2000	PAYROLL EMPLOYER LIABILITY POR		124.71
PY2000	PAYROLL EMPLOYER LIABILITY POR		31.17
PY2000	PAYROLL EMPLOYER LIABILITY POR		31.40
PY2000	PAYROLL EMPLOYER LIABILITY POR		15.44
PY2000	PAYROLL EMPLOYER LIABILITY POR		15.58
		Total	1,959.19
Health, Welfare & Pension			
PY2000	PAYROLL EMPLOYER LIABILITY POR		8.19
PY2000	PAYROLL EMPLOYER LIABILITY POR		1,181.99
PY2000	PAYROLL EMPLOYER LIABILITY POR		33.39
PY2000	PAYROLL EMPLOYER LIABILITY POR		4.19
PY2000	PAYROLL EMPLOYER LIABILITY POR		5.38
PY2000	PAYROLL EMPLOYER LIABILITY POR		4.24
PY2000	PAYROLL EMPLOYER LIABILITY POR		1,210.62
PY2000	PAYROLL EMPLOYER LIABILITY POR		52.81
PY2000	PAYROLL EMPLOYER LIABILITY POR		57.20
PY2000	PAYROLL EMPLOYER LIABILITY POR		57.20
		Total	2,615.21
Uniforms & Laundry			
SPORTS PRODUCTIONS INC	8984		770.00
		Total	770.00
Garage Supplies			
READYREFRESH BY NESTLE	05J0122519713		27.46
		Total	27.46
Office Supplies			
USA TODAY	0012913354		287.50
GENESIS TECHNOLOGIES,INC.	526250		134.26
JOHN WHITE	PETTYCASH112415		119.50
		Total	541.26

CINCINNATI AIRPORT

G E N E R A L J O U R N A L
November 2015

Vendor/Reference	Invoice/Comments/Description		Amount
Telephone & Computer			
CINCINNATI BELL	8597677275404OCT15		318.58
		Total	318.58
Fixed Management Fee			
CMCUSTCALC	CMS RENT/FEE CALCULATION		3,536.33
		Total	3,536.33
Recruiting Expense			
KENTON COUNTY AIRPORT BOARD	5022414		7.00
OCCUPATIONAL HEALTH CENTERS	902282206		111.00
GENERAL INFORMATION SERVICES	2015072277		118.25
		Total	236.25
Miscellaneous Expense			
LMCUSTCHGB	Labor Law Poster charges		11.25
		Total	11.25
Cash Over/Short			
RCCUSTREV	DAILY REVENUE COLLECTIONS		5.20
		Total	5.20

LOCATION: 99969 CINCINNATI AIRPORT 2015 NOVEMBER NUMBER OF SPACES: 247 CASH

DT DAY	DAILY-LT	DAILY-ST	METER	MONTHLY	VALET	VALIDATN	COUPON	MISC.	TOTAL REV	SALES TAX	NET REVENUE	+/-	CREDITCARD
01 SUN					4052.00	264.00			4316.00		4316.00	6.00-	
02 MON					2330.00	158.00			2488.00		2488.00		
03 TUE					2148.00	456.00			2604.00		2604.00	104.00-	
04 WED					2278.00	853.00			3131.00		3131.00	.80	
05 THU					4758.00	632.00			5390.00		5390.00		
06 FRI					4270.00	976.00			5246.00		5246.00		
07 SAT					1776.00	72.00			1848.00		1848.00		
WEEK 1					21612.00	3411.00			25023.00		25023.00	109.20-	
TOTALS					21612.00	3411.00			25023.00		25023.00	109.20-	
08 SUN					4690.00	424.00			5114.00		5114.00	72.00	
09 MON					3402.00	120.00			3522.00		3522.00	32.00-	
10 TUE					3154.00	144.00			3298.00		3298.00	64.00	
11 WED					3646.00	854.00			4500.00		4500.00		
12 THU					4568.00	1082.00			5650.00		5650.00		
13 FRI					4742.00	1062.00			5804.00		5804.00		
14 SAT					1760.00	264.00			2024.00		2024.00		
WEEK 2					25962.00	3950.00			29912.00		29912.00	104.00	
TOTALS					47574.00	7361.00			54935.00		54935.00	5.20-	
15 SUN					4396.00	672.00			5068.00		5068.00		
16 MON					3376.00	240.00			3616.00		3616.00		
17 TUE					2372.00	176.00			2548.00		2548.00		
18 WED					3104.00	666.00			3770.00		3770.00		
19 THU					4414.00	1312.00			5726.00		5726.00		
20 FRI					4422.00	700.00			5122.00		5122.00		
21 SAT					1594.00				1594.00		1594.00		
WEEK 3					23678.00	3766.00			27444.00		27444.00		
TOTALS					71252.00	11127.00			82379.00		82379.00	5.20-	
22 SUN					3490.00	336.00			3826.00		3826.00	56.00-	
23 MON					2508.00	216.00			2724.00		2724.00		
24 TUE					2612.00	368.00			2980.00		2980.00	56.00	
25 WED					2268.00	200.00			2468.00		2468.00	8.00-	
26 THU					598.00				598.00		598.00		
27 FRI					1632.00	48.00			1680.00		1680.00		
28 SAT					4638.00	200.00			4838.00		4838.00		
WEEK 4					17746.00	1368.00			19114.00		19114.00	8.00-	
TOTALS					88998.00	12495.00			101493.00		101493.00	13.20-	
29 SUN					5778.00	336.00			6114.00		6114.00		
30 MON					4108.00	144.00			4252.00		4252.00	8.00	
WEEK 5					9886.00	480.00			10366.00		10366.00	8.00	
TOTALS					98884.00	12975.00			111859.00		111859.00	5.20-	
ADJUST													
ADJTOT					98884.00	12975.00			111859.00		111859.00	5.20-	

AVERAGES FOR DAILY REVENUE

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
LONG TERM												
SHORT TERM												

LOCATION: 99969 CINCINNATI AIRPORT 2015 NOVEMBER NUMBER OF SPACES: 247 CASH

	Long Term							Short Term							Totals	
DT DAY	ON LOT START	TICKET ISSUED	REVNUE TICKET	NONREV TICKET	MUTLTD TICKET	ON LOT FINISH	TICKET +/-	AVG $ PERTKT	ON LOT START	TICKET ISSUED	REVNUE TICKET	NONREV TICKET	MUTLTD TICKET	ON LOT FINISH	TICKET +/-	AVG $ PERTKT	TICKETS ISSUED	TICKETS COLLECTED
01 SUN	89	32	47		1	73	1-										32	48
02 MON	72	91	40		3	120											91	43
03 TUE	120	56	39		1	136											56	40
04 WED	136	64	57		2	141											64	59
05 THU	141	73	86		2	126											73	88
06 FRI	126	76	78		1	123											76	79
07 SAT	123	32	28		1	126											32	29
WEEK 1	115	424	375		11	120	1-										424	386
TOTALS	115	424	375		11	120	1-										424	386
08 SUN	126	52	68		1	109											52	69
09 MON	109	84	44		1	148											84	45
10 TUE	148	73	60		2	159											73	62
11 WED	159	80	76		1	162											80	77
12 THU	162	67	82		1	146											67	83
13 FRI	146	49	78		1	116											49	79
14 SAT	116	24	28		1	111											24	29
WEEK 2	138	429	436		8	135											429	444
TOTALS	126	853	811		19	128	1-										853	830
15 SUN	111	40	65		3	83											40	68
16 MON	83	88	50		1	120											88	51
17 TUE	120	68	46		2	140											68	48
18 WED	140	73	64		1	148											73	65
19 THU	148	72	99		1	120											72	100
20 FRI	120	52	76		1	95											52	77
21 SAT	95	39	24		1	109											39	25
WEEK 3	116	432	424		10	116											432	434
TOTALS	123	1285	1235		29	124	1-										1285	1264
22 SUN	109	31	53		1	86											31	54
23 MON	86	49	49		1	85											49	50
24 TUE	85	56	50		1	90											56	51
25 WED	90	80	45		2	123											80	47
26 THU	123	21	12		1	131											21	13
27 FRI	131	27	22		1	135											27	23
28 SAT	135	18	52		1	100											18	53
WEEK 4	108	282	283		8	107											282	291
TOTALS	119	1567	1518		37	120	1-										1567	1555
29 SUN	100	40	68		1	71											40	69
30 MON	71	75	45		3	98											75	48
WEEK 5	85	115	113		4	84											115	117
TOTALS	117	1682	1631		41	117	1-										1682	1672
ADJUST																		
ADJTOT	117	1682	1631		41	117	1-										1682	1672
BUDGET																		
VAR.		1682	1631		41		1-										1682	1672

AVERAGES FOR TICKETS COLLECTED

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
LONG TERM	54	63	61	41	58	61	46	49	61	70	64	34
SHORT TERM												

CINCINNATI AIRPORT

L A B O R A N A L Y S I S
Period: 11/2015

Emp Name / Emp Number	Home Loc	Pay Date	Reg Hours	Overtime Hours	Other Hours	Total Earning	Reg Earning	Overtime Earning	Other Earning	Fed WH /FUTA	FICA WH /FICA	FMHI WH /FMHI	ST WH /SUTA	Other Deducts	Net Pay	Workers Comp
[redacted]																
149281		11/06/15	*****	*****	*****	1906.74	1906.74	.00	.00	109.43	101.06	23.64	64.40	24.78	1583.43	
		11/20/15	*****	*****	*****	1906.74	1906.74	.00	.00	109.43	101.07	23.64	64.40	24.78	1583.42	
		MTD	*****	*****	*****	3813.48	3813.48	.00	.00	218.86	202.13	47.28	128.80	49.56	3166.85	
EMPLOYERS SHARE										.00	202.13	47.28	.00	.00		334.06
[redacted]																
193300		11/06/15	51.75	.00	.00	637.69	478.69	.00	159.00	.00	39.54	9.24	24.47	5.10	559.34	
		11/20/15	50.75	.00	.00	576.44	469.44	.00	107.00	.00	35.74	8.36	20.91	4.61	506.82	
		MTD	102.50	.00	.00	1214.13	948.13	.00	266.00	.00	75.28	17.60	45.38	9.71	1066.16	
EMPLOYERS SHARE										.00	75.28	17.60	.00	.00		106.36
[redacted]																
208676		11/06/15	80.00	6.75	.00	1212.39	823.20	104.19	285.00	133.71	68.08	15.93	51.17	15.76	927.74	
		11/20/15	80.00	14.25	.00	1372.15	823.20	219.95	329.00	161.99	79.77	18.65	62.11	17.84	1031.79	
		MTD	160.00	21.00	.00	2584.54	1646.40	324.14	614.00	295.70	147.85	34.58	113.28	33.60	1959.53	
EMPLOYERS SHARE										.00	147.85	34.58	.00	.00		226.41
[redacted]																
215207		11/06/15	80.00	1.00	.00	937.63	780.00	14.63	143.00	86.56	58.13	13.59	41.48	7.50	730.37	
		11/20/15	80.00	8.00	.00	1038.00	780.00	117.00	141.00	101.61	64.36	15.05	47.30	8.30	801.38	
		MTD	160.00	9.00	.00	1975.63	1560.00	131.63	284.00	188.17	122.49	28.64	88.78	15.80	1531.75	
EMPLOYERS SHARE										.00	122.49	28.64	.00	.00		173.07
[redacted]																
220818		11/06/15	69.50	.00	38.00	983.30	647.74	.00	335.56	116.49	60.96	14.26	44.51	12.79	734.29	
		11/20/15	48.50	.00	49.00	962.26	452.02	.00	510.24	113.33	59.66	13.95	43.29	12.51	719.52	
		MTD	118.00	.00	87.00	1945.56	1099.76	.00	845.80	229.82	120.62	28.21	87.80	25.30	1453.81	
EMPLOYERS SHARE										.00	120.62	28.21	.00	.00		170.43
[redacted]																
221142		11/06/15	80.00	28.25	.00	1443.38	720.00	381.38	342.00	80.94	87.71	20.51	69.53	11.55	1173.14	
		11/20/15	80.00	17.75	.00	1282.63	720.00	239.63	323.00	64.42	79.52	18.60	61.87	10.26	1047.96	
		MTD	160.00	46.00	.00	2726.01	1440.00	621.01	665.00	145.36	167.23	39.11	131.40	21.81	2221.10	
EMPLOYERS SHARE										.00	167.23	39.11	.00	.00		238.80
[redacted]																
226995		11/06/15	80.00	1.50	.00	1000.50	800.00	22.50	178.00	91.67	60.24	14.09	62.81	20.41	751.28	
		11/20/15	80.00	1.75	.00	990.25	800.00	26.25	164.00	94.45	61.40	14.36	64.53	20.80	734.71	
		MTD	160.00	3.25	.00	1990.75	1600.00	48.75	342.00	186.12	121.64	28.45	127.34	41.21	1485.99	
EMPLOYERS SHARE										.00	121.64	28.45	.00	.00		174.39

L A B O R A N A L Y S I S
Period: 11/2015

Emp Name / Emp Number	Home Loc	Pay Date	Reg Hours	Overtime Hours	Other Hours	Total Earning	Reg Earning	Overtime Earning	Other Earning	Fed WH /FUTA	FICA WH /FICA	FMHI WH /FMHI	ST WH /SUTA	Other Deducts	Net Pay	Workers Comp
[redacted]S																
243871		11/06/15	80.00	11.50	.00	1115.25	720.00	155.25	240.00	81.98	65.78	15.39	80.71	.00	871.39	
		11/20/15	78.50	11.25	.00	1136.38	706.50	151.88	278.00	85.15	67.09	15.69	82.64	.00	885.81	
		MTD	158.50	22.75	.00	2251.63	1426.50	307.13	518.00	167.13	132.87	31.08	163.35	.00	1757.20	
EMPLOYERS SHARE										.00	132.87	31.08	.00	.00		197.24
[redacted]																
244476		11/20/15	10.50	.00	.00	145.88	91.88	.00	54.00	.00	9.04	2.11	.40	3.06	131.27	
		MTD	10.50	.00	.00	145.88	91.88	.00	54.00	.00	9.04	2.11	.40	3.06	131.27	
EMPLOYERS SHARE										.88	9.04	2.11	1.77	.00		12.78
[redacted]																
246935		11/06/15	68.00	.00	.00	761.80	612.00	.00	149.80	83.26	47.23	11.04	44.68	.00	575.59	
		11/20/15	72.50	4.25	.00	872.88	652.50	57.38	163.00	99.92	54.12	12.66	54.93	.00	651.25	
		MTD	140.50	4.25	.00	1634.68	1264.50	57.38	312.80	183.18	101.35	23.70	99.61	.00	1226.84	
EMPLOYERS SHARE										.00	101.35	23.70	.00	.00		143.20
[redacted]																
249236		11/06/15	71.25	6.75	.00	894.03	623.44	88.59	182.00	103.10	55.43	12.97	39.33	8.49	674.71	
		11/20/15	70.50	.00	.00	795.88	616.88	.00	179.00	88.37	49.34	11.54	33.64	7.56	605.43	
		MTD	141.75	6.75	.00	1689.91	1240.32	88.59	361.00	191.47	104.77	24.51	72.97	16.05	1280.14	
EMPLOYERS SHARE										10.14	104.77	24.51	20.45	.00		148.04
[redacted]																
249727		11/06/15	67.75	.00	.00	734.81	592.81	.00	142.00	56.14	45.56	10.66	11.54	14.70	596.21	
		11/20/15	68.00	.00	.00	731.00	595.00	.00	136.00	55.56	45.32	10.60	11.42	14.62	593.48	
		MTD	135.75	.00	.00	1465.81	1187.81	.00	278.00	111.70	90.88	21.26	22.96	29.32	1189.69	
EMPLOYERS SHARE										8.79	90.88	21.26	17.74	.00		128.41
[redacted]																
250707		11/06/15	80.00	2.50	.00	946.81	700.00	32.81	214.00	111.01	58.70	13.72	42.40	13.72	707.26	
		11/20/15	76.00	1.25	.00	921.41	665.00	16.41	240.00	107.20	57.13	13.37	40.92	13.36	689.43	
		MTD	156.00	3.75	.00	1868.22	1365.00	49.22	454.00	218.21	115.83	27.09	83.32	27.08	1396.69	
EMPLOYERS SHARE										11.21	115.83	27.09	22.61	.00		163.66

L A B O R A N A L Y S I S
Period: 11/2015

Labor Analysis Summary:

	Hours	Earnings
Total Regular	1603.50	18683.78
Total Overtime	116.75	1627.85
Total Other	87.00	4994.60
Total Hours/Earnings		25306.23

	Earnings	Taxes
Total Taxable Work Comp	25306.23	2216.85
Total Taxable FICA	24386.97	1511.98
Total Taxable FMHI	24386.97	353.62
Total Taxable Federal Unemp	13207.56	31.02
Total Taxable State Unemp	13207.56	62.57
Total Tax Credit FICC	.00	.00
Total Payroll Taxes		4176.04

Health and Benefits Journal Detail
Period: 11/2015

Employee	Name	Hire Date	Cycle	LTD	STD	AD&D/LIFE	Health	TOTAL
149281	[redacted]K	8/01/2000	4000	4.19	4.24	5.38	1263.43	1277.24
	BCBS 80/60 PLAN FAMILY - CINCINNATI AIRPORT							
180170	[redacted]Y	7/01/2003	2000			1.17	399.24	400.41
	BCBS 70/50 PLAN SINGLE - CINCINNATI AIRPORT							
208676	[redacted]	3/29/2010	2000			1.17	398.95	400.12
	BCBS 70/50 PLAN SINGLE - CINCINNATI AIRPORT							
220818	[redacted]J	1/03/2013	2000			1.17		1.17
221142	[redacted]M	2/06/2013	2000			1.17		1.17
226995	[redacted]	10/28/2013	2000			1.17		1.17
243871	[redacted]	12/02/2014	2000			1.17	417.19	418.36
	BCBS NEW SP+ 60/40 SINGLE HRLY & SAL							
249727	[redacted]	7/16/2015	2000			1.17		1.17
				4.19	4.24	13.57	2478.81	2500.81

********* END OF REPORT **********

401K Journal
Period: 11/2015

Emp #	Employee Name	Hire Date	Amount
149281	[redacted]	8/01/2000	114.40

Monthly 401K Location Cost:	114.40
Monthly 401K Employee Count:	1

Period: 11/2015

LOCATION #: 99969
LOCATION NAME: CINCINNATI AIRPORT

COMPANY	DESCRIPTION	FROM PRD	TO PRD	AMOUNT
SP PLUS CORP.	INVOICES PROCESSED	11/01/16	11/30/16	
	INV REF # - 001157351 CHECK # - 400458812 VEND # - 200000055 KENTON COUNTY AIRP VEND INV - 4979914			
	INV REF # - 001173615 CHECK # - 400459829 VEND # - 200014822 GENERAL INFORMATIO VEND INV - 2015072277			
	INV REF # - 001176610 CHECK # - 400455506 VEND # - 200002010 CINCINNATI BELL VEND INV - 8597677275404OCT15			
	INV REF # - 001176610 CHECK # - 400455506 VEND # - 200002010 CINCINNATI BELL VEND INV - 8597677275404OCT			
	INV REF # - 001177237 CHECK # - 400458507 VEND # - 200030040 READYREFRESH BY NE VEND INV - 05J0122519713			
	INV REF # - 001177297 CHECK # - 400459642 VEND # - 200016681 SPORTS PRODUCTIONS VEND INV - 8984			
	INV REF # - 001179650 CHECK # - 400458775 VEND # - 200007097 GENESIS TECHNOLOGI VEND INV - 526250			
	INV REF # - 001190267 CHECK # - 400460829 VEND # - 200014840 JOHN WHITE VEND INV - PETTYCASH112415			
	8 INVOICES PROC @ 3.45			27.60

LOCATION #: 99969
LOCATION NAME: CINCINNATI AIRPORT

		27.60

(312)274-2000

TO: 99969
CINCINNATI AIRPORT
1 DONALDSON ROAD

ERLANGER , KY 41018

Invoice Period: 11/2015

EPLI	25.00

Payment Request Form

Submitted on 12/14/2015 09:18:58

Submitted By	Regina Carrubba	Phone Number	859-767-3106
Invoice Number	10305	Invoice Date	11/30/2015
Vendor Name	BUS SERVICE, LTD.		
Trust Account?	No		
Special Instructions			

#	LOCATION NUMBER	ACCOUNT NUMBER	AMOUNT
1	98776	51051	3375.00
2	98777	51051	3375.00
		Invoice Sub-total	6750.00
		Tax	
		Freight	
		Discount	
		Grand Total	6750.00

Bus Service, LTD.

18 E Columbus St.
Canal Winchester, Ohio 43110

Invoice

Date	Invoice #
11/30/2015	10305

Customer
Standard Parking P.O. Box 75010 Cincinnati, OH 45275

Terms	Due Date
Net 30	12/30/2015

Description	Hours Worked	Amount
November Misc.		
Clark Forklift; Serial C3650-0202-9402FB		6,750.00

Total	$6,750.00
Payments/Credits	$0.00
Balance Due	$6,750.00

Our Parking Brands

Payment Request Form

Submitted on 12/09/2015 12:49:10

Submitted By	Regina Carrubba	Phone Number	859-767-3106
Invoice Number	05K0121509228	Invoice Date	12/03/2015
Vendor Name	READYREFRESH BY NESTLE		
Trust Account?	No		
Special Instructions			

#	LOCATION NUMBER	ACCOUNT NUMBER	AMOUNT
1	98776	5105170	45.24
2	98777	5105170	45.25
		Invoice Sub-total	90.49
		Tax	4.08
		Freight	
		Discount	
		Grand Total	94.57

Ready Refresh
JUST CLICK AND QUENCH

eservice.readyrefresh.com

215 6661 DIXIE HWY, SUITE 4
LOUISVILLE KY 40258

ADDRESS SERVICE REQUESTED

BILLING PERIOD	INVOICE NUMBER
11/01/15 - 11/30/15	05K0121509228

UPCOMING DELIVERIES	ACCOUNT NUMBER
THU- DEC 17	0121509228
THU- JAN 21	
MON- FEB 22	Access your delivery calendar at
TUE- MAR 22	eservice.readyrefresh.com

STANDARD PARKING
FRANK WIKETTE
PO BOX 75010
CINCINNATI OH 45275-0010

Customer Service: 1-800-274-5282

For your convenience, you can pay your bill online. It's fast and easy!

Stock up for spirited celebrations. Order Perrier Sparkling Natural Mineral Water today! Visit eservice.readyrefresh.com.

ACCOUNT ACTIVITY

For questions or a report on water quality and information, call **1-800-274-5282** or visit **eservice.readyrefresh.com.**

Delivery address: CVG VALU PARK, 1 W DONALDSON HWY, STANDARD PARKING, HEBRON KY 41048

DATE	REFERENCE #	QTY	DESCRIPTION	AMOUNT
			PREVIOUS BALANCE	193.21
11/01	KA3009390		PAYMENT RECEIVED	-102.63
11/25	KA3040537		PAYMENT RECEIVED	-90.58
			MASTER BILLING SUBTOTAL	.00
11/30	K9542371		RENT	17.97
			SALES TAX	1.08
ACCT:	0121509228		1 W DONALDSON HWY STANDARD PARKING	19.05
11/30	K9486879		RENT	49.97
			SALES TAX	3.00
ACCT:	0124858275		2485 SPENCE DR	52.97
11/19	0968394619	5	5 GAL IGE MOUNTAIN DRK W/HANDLE	19.95

CONTINUED

ACCOUNT SUMMARY
Subject to terms on reverse side.

PREVIOUS BALANCE		PAYMENT / ADJUSTMENT		CURRENT ACTIVITY		PAY THIS AMOUNT
193.21	-	193.21	+	94.57	=	94.57

Detach this stub and return with your payment

P.O. Box 856680
Louisville, KY 40285-6680

ACCOUNT NUMBER	PAY BY	PAY THIS AMOUNT
0121509228	12/22/15	94.57
INVOICE NUMBER	BILLING DATE	AMT. ENCLOSED
05K0121509228	12/03/15	

40750121509228 5 0009457 00094572 5

ReadyRefresh by Nestlé
a Division of Nestlé Waters North America Inc.
P.O. Box 856680
Louisville, KY 40285-6680

STANDARD PARKING
FRANK WIKETTE
PO BOX 75010
CINCINNATI OH 45275-0010

FOR CUSTOMER SERVICE CALL 1-800-274-5282

☐ SIGN UP FOR FREE AUTOPAY! Sign Up Required On Reverse Side.

☐ Print Any Changes On Reverse Side.

750208-040-0*** --1-D-E-K ~0545

Ready Refresh
JUST CLICK AND QUENCH

eservice.readyrefresh.com

215 6661 DIXIE HWY, SUITE 4
LOUISVILLE KY 40258

ADDRESS SERVICE REQUESTED

BILLING PERIOD	INVOICE NUMBER
11/01/15 - 11/30/15	05K0121509228

UPCOMING DELIVERIES	ACCOUNT NUMBER
THU- DEC 17	0121509228
THU- JAN 21	
MON- FEB 22	Access your delivery calendar at
TUE- MAR 22	eservice.readyrefresh.com

STANDARD PARKING
FRANK WIKETTE
PO BOX 75010
CINCINNATI OH 45275-0010

Customer Service: 1-800-274-5282

For your convenience, you can pay your bill online. It's fast and easy!

Stock up for spirited celebrations. Order Perrier Sparkling Natural Mineral Water today! Visit eservice.readyrefresh.com.

ACCOUNT ACTIVITY

For questions or a report on water quality and information, call **1-800-274-5282** or visit **eservice.readyrefresh.com.**

DATE	REFERENCE #	QTY	DESCRIPTION	AMOUNT
			Delivery address: CVG VALU PARK, 1 W DONALDSON HWY, STANDARD PARKING, HEBRON KY 41048	
			BOTTLE DEPOSIT: 5 CHARGED, 5 CREDITED	.00
11/30	0970984316	1	OIL/FUEL SURCHARGE	2.60
ACCT:	0125229799		2485 SPENCE DRIVE	22.55
			TOTAL	94.57

ACCOUNT SUMMARY

Subject to terms on reverse side.

PREVIOUS BALANCE		PAYMENT / ADJUSTMENT		CURRENT ACTIVITY		PAY THIS AMOUNT
193.21	-	193.21	+	94.57	=	94.57

Detach this stub and return with your payment

P.O. Box 856680
Louisville, KY 40285-6680

ACCOUNT NUMBER	PAY BY	PAY THIS AMOUNT
0121509228	12/22/15	94.57
INVOICE NUMBER	BILLING DATE	AMT. ENCLOSED
05K0121509228	12/03/15	

407501215092285 0009457 00094572 5

ReadyRefresh by Nestlé
a Division of Nestlé Waters North America Inc.
P.O. Box 856680
Louisville, KY 40285-6680

STANDARD PARKING
FRANK WIKETTE
PO BOX 75010
CINCINNATI OH 45275-0010

FOR CUSTOMER SERVICE CALL 1-800-274-5282

☐ SIGN UP FOR FREE AUTOPAY! Sign Up Required On Reverse Side.

☐ Print Any Changes On Reverse Side.

750208-040-0*** --1-D-E-K ~0546

Representation of Vendor Approved Electronic Invoice

OFFICE MAX, INC
75 REMITTANCE DRIVE
#2698
CHICAGO IL 60675-2698

Phone:
Vendor#: 200000001

Invoice Date
12/02/2015

Invoice Number
149297DEC0215

Bill To :
SP+
200 E. Randolph Street
Suite 7700
Chicago, IL 60601
312-274-2000

Ship To :
98776 CINCINNATI LONG TERM SHUTTLE
1 DONALDSON ROAD

ERLANGER KY 41018

Terms	PO Number	Invoice Currency
N40	100093807	USD

Invoice Line #	Type	Item#	Item Description	Qty	Unit Price	Amount
0001	ITEM	001	PREFERENCE 2PLY BATH TIS	1	72.73	$72.73
0002	ITEM	001	CLNR DSNFCT WIPES FRSH	2	7.55	$15.10
0003	ITEM	001	COFFEE FILTER BOX 100/BX	1	2.04	$2.04
0004	ITEM	001	CREAMER CANISTER 12OZ	24	1.53	$36.72
0005	ITEM	001	HAND SANITIZER PURELL 8O	2	4.38	$8.76
0006	ITEM	001	DISINFECTANT SPRAY 19OZ	4	4.76	$19.04
0007	ITEM	001	NATURAL MULTI-FOLD TOWEL	4	27.10	$108.40
0008	ITEM	001	WITE-OUT CORRECTION TAPE	1	6.43	$6.43
TAX						$16.15
					Grand Total	$285.37

Representation of Vendor Approved Electronic Invoice

OFFICE MAX, INC
75 REMITTANCE DRIVE
#2698
CHICAGO IL 60675-2698
Phone:
Vendor#: 200000001

Invoice Date
12/09/2015

Invoice Number
806490DEC0915

Bill To :
SP+
200 E. Randolph Street
Suite 7700
Chicago, IL 60601
312-274-2000

Ship To :
98776 CINCINNATI LONG TERM SHUTTLE
1 DONALDSON ROAD

ERLANGER KY 41018

Terms	PO Number	Invoice Currency
N30	100091911	USD

Invoice Line #	Type	Item#	Item Description	Qty	Unit Price	Amount
0001	ITEM	001	YELLOW PENCILS #2 72CT	1	1.06	$1.06
	TAX					$.06
					Grand Total	$1.12

Our Parking Brands

Payment Request Form

Submitted on 12/16/2015 12:16:09

Submitted By	Regina Carrubba	Phone Number	859-767-3106
Invoice Number	001	Invoice Date	12/10/2015
Vendor Name	CERTIFIED FLOORING		
Trust Account?	No		
Special Instructions			

#	LOCATION NUMBER	ACCOUNT NUMBER	AMOUNT
1	98776	51061	2647.50
2	98777	51061	2647.50
		Invoice Sub-total	5295.00
		Tax	
		Freight	
		Discount	
		Grand Total	5295.00

Certified Flooring Installation Inc.
928 Lindbergh Court • Suite 190
Hebron, Kentucky 41048
Phone: 859-371-5610
Fax: 859-371-5611

DATE: December 10, 2015
INVOICE #

Customer

Name SP PLUS
Address PO BOX 75010
City CINTI State OH ZIP 45275
Phone 859-767-5604 JOHN WHITE

Comments or Special Instructions: JOB: AIRPORT-HEBRON,KY

SALESPERSON	P.O. NUMBER	SHIP DATE	INSTALLER	WARRANTY	TERMS
MARK					NET 15 DAYS

AMOUNT	DESCRIPTION	UNIT PRICE	AMOUNT
	*ARMSTRONG VCT #51836 INSTALLED IN AREAS PER WALK THROUGH WITH JOHN WHITE. *CFI TAKES UP & HAULS AWAY EXISTING CARPET. *CFI TO PREP EXISTING VCT TILE AS NEEDED. *CFI TO FURNISH & INSTALL NEW 4" COVE BASE. *CFI TO FURNISH & INSTALL NEW TRANSITION STRIPS AS NEEDED. *CUSTOMER MUST UNHOOK & MOVE COMPUTERS.	SHUTTLE #98776-77	$ 5,295.00

*CUSTOMER MUST BOX UP SMALL ITEMS FROM DESKS, ETC.
*CFI TO MOVE FURNITURE.
* CFI PULLS & PUTS BACK TOILETS.
* NORMAL PREPWORK INCLUDED, HOWEVER ADDITIONAL PREPWORK AND CHARGES MAY APPLY ONCE EXISTING CARPET IS TAKEN UP DUE TO UNFORSEEN SITE CONDITIONS.

Signature: Date: 12/10/15

THANK YOU FOR YOUR BUSINESS!

EXHIBIT 4 – TRANSITION SCHEDULE

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - MEETINGS

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
SUBMIT DRAFT TRANSITION PLAN / TIMELINE	08/15/16			
SUBMIT SAMPLE PROCEDURES MANUAL	08/15/16			
TRANSITION MEETING #1	08/15/16			
REVIEW TRANSITION PLAN / TIMELINE				
IDENTIFY/INTRODUCE KEY MANAGEMENT PERSONNEL				
CREATE A LIST OF CONTACTS				
REVIEW STAFFING SCHEDULES				
REVIEW LETTER OF INTRODUCTION TO EXISTING EMPLOYEES				
ESTABLISH TIMELINES FOR INTERVIEWING EXISTING PERSONNEL				
IDENTIFY SP+ TRANSITION TEAM				
DETAIL SPECIAL PARKING ARRANGEMENTS				
TOUR FACILITIES				
ESTABLISH OTHER TIMELINES				
ESTABLISH SP+ OFFICE AT AIRPORT	08/15/16			
TRANSITION MEETING #2	9/1/2016			
REVIEW TRANSITION TIMELINE				
APPROVE LETTER OF INTRODUCTION TO EXISTING EMPLOYEES				
DISCUSS DRAFT PROCEDURES MANUAL				
DISCUSS MAINTENANCE ISSUES				
REVIEW UNIFORM PROGRAM				
REVIEW PLAN FOR RECRUITING EXISTING EMPLOYEES				
DISCUSS JOB FAIR				
PREPARE FOR EXISTING EMPLOYEE MEETINGS				
TRANSITION MEETING # 3	09/08/16			
REVIEW TRANSITION TIMELINE				

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - MEETINGS

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
REVIEW PROGRESS WITH RECRUITING EXISTING EMPLOYEES				
REVIEW JOB FAIR				
PREPARE FOR EMPLOYEE ORIENTATION MEETINGS				
DISCUSS PROCEDURES MANUAL				
DISCUSS TRAINING				
DISCUSS THE ORDERING OF SUPPLIES/EQUIPMENT/TICKETS				
TRANSITION MEETING # 4	09/15/16			
FINAL REVIEW OF TRANSITION TIMELINE				
REVIEW EMPLOYEE RECRUITMENT AND ORIENTATION STATUS				
REVIEW TRAINING STATUS				
REVIEW SUBCONTRACTOR STATUS (DBE FIRMS)				
REVIEW PROCEDURES MANUAL				
REVIEW SIGNAGE				
REVIEW SUPPLIES NEEDED				
TRANSITION TEAM ARRIVES	9/23/- 9/26			
TRANSITION MEETING # 5	09/28/16			
REVIEW EMPLOYEE RECRUITMENT AND ORIENTATION STATUS				
REVIEW SCHEDULING				
REVIEW SUBCONTRACTOR STATUS				
REVIEW REPORTS REQUIRED DURING TRANSITION				
OPEN ITEMS				
PROVIDE PERFORMANCE BOND	09/30/16			
FINAL REVIEWS - ALL ITEMS				
TAKEOVER BY NEW SOUTH PARKING				
FINAL TRANSITION MEETING # 6	09/30/16			

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - MEETINGS

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
REVIEW EMPLOYEE ISSUES				
REVIEW SCHEDULING				
REVIEW SUBCONTRACTOR ISSUES				
REVIEW NEW ISSUES				

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - HUMAN RESOURCES

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
PREPARE INTRO LETTER FOR EXISTING EMPLOYEES	09/01/16			
FINALIZE ORGANIZATIONAL CHART	09/12/16			
DISTRIBUTE EMPLOYEE LETTER	09/12/16			
CONDUCT EMPLOYEE INFO MEETINGS	9/13 - 9/16			
TOPICS FOR INFO MEETING				
INTRODUCTION OF SP PLUS CORPORATION				
(A) EXPLAIN RFP				
(B) AIRPORT CONCERNS OF EMPLOYEE				
(C) HISTORICAL INFO ON SP, PUBLIC COMPANY				
(1) DISCUSS OPPORTUNITY FOR ADVANCEMENT				
(2) DISCUSS DIVERSITY STATEMENT				
PAYROLL				
(A) RATES OF PAY				
(B) EXPLAIN PAY PERIOD				
(1) BIWEEKLY				
(2) PERIOD STARTS MONDAY AND ENDS SUNDAY				
(3) PAY DAY FOLLOWING FRIDAY				
(C) EXPLAIN INCENTIVE PROGRAMS				
BENEFITS				
(A) HEALTH PLAN				
(B) REVIEW 401K PLAN HANDOUT				
(C) HOLIDAYS				
(D) VACATIONS				
(E) OTHER BENEFITS				
JOB DESCRIPTIONS				
(A) HAND OUT JOB DESCRIPTIONS				
EXPECTATIONS				
(A) CUSTOMER SERVICE				
(B) WAITING TIMES				
(C) NEW REVENUE CONTROL EQUIPMENT				
(D) FACTORY PERSONNEL ON SITE				
APPLICATIONS				
(A) HAND OUT APPLICATIONS				
(B) LIST YOUR CURRENT POSITION				
(C) LIST POSITIONS YOU MAY BE INTERESTED IN				
(D) INDICATE YOUR CURRENT SCHEDULE				
(E) TURN IN APPLICATIONS TO SP OFFICE (TIMES)				

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - HUMAN RESOURCES

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
(1) SCHEDULE INTERVIEW				
(2) DEADLINE				
CLOSING STATEMENT				
REVIEW TIME AND ATTENDANCE SYSTEMS	09/12/16			
REVIEW STAFFING SCHEDULES	09/15/16			
DEVELOP UNIFORM PROGRAM	08/01/16			
(A) DETERMINE EMPLOYEE PARTICIPATION				
(B) ESTABLISH PERSONNEL APPEARANCE POLICY				
(C) OBTAIN PROPOSALS FROM UNIFORM SUPPLIERS				
(D) REVIEW CONTRACTS				
PREPARE INTERVIEW QUESTIONS FOR JOB FAIR	08/01/16			
INTERVIEWS WITH EXISTING EMPLOYEES	9/13 - 9/16			
(A) ASSIGN TO SCHEDULE				
(B) SCHEDULE DRUG SCREEN				
START PROCESSING BACKGROUND CHECKS	09/13/16			
SEND APPLICANTS FOR DRUG SCREENS	09/13/16			
PLACE JOB FAIR ADVERTISEMENT	09/09/16			
CONDUCT JOB FAIR (AT NEARBY HOTEL)	9/16 - 9/17			
HUMAN RESOURCES MANAGER STARTS	09/01/16			
CONDUCT ORIENTATION MEETINGS	9/26 - 9/29			
(A) COMPLETE REQUIRED PAPER WORK				
(B) HAND OUT SHIFT SCHEDULES				
(C) ATTENDANCE REQUIREMENTS				
(D) TIMECARD PROCEDURES				
(E) APPEARANCE POLICY				
(F) UNIFORM POLICY				
(G) EMPLOYEE PARKING				
(H) TOUR OF FACILITIES				
CONDUCT EMPLOYEE TRAINING	9/26 - 9/29			
(A) JOB DESCRIPTIONS				
(B) CUSTOMER SERVICE REQUIREMENTS				
(C) SECURITY TRAINING				
(D) COMMUNICATION PROCEDURES				
FINALIZE STAFFING SCHEDULES	09/27/16			
DETERMINE QUANTITY OF LABOR POSTERS REQUIRED	09/15/16			

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - MAINTENANCE

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
DEVELOP P.M. PROGRAM FOR ELECTRICAL & HVAC (SUB?)				
INVENTORY ALL EXISTING LIGHT FIXTURES				
DEVELOP INVENTORY OF BULBS, BALLAST, ETC.				
DEVELOP INSPECTION PROCEDURES				
(A) DEVELOP INSPECTION FORM				
(B) DEVELOP REPORTING FORM				
INVENTORY ALL EXISTING HVAC SYSTEMS				
DEVELOP CLEANING PROGRAM FOR HVAC SYSTEMS				
DEVELOP P.M. PROGRAM FOR JANITORIAL (INC. SUB.)	09/27/16			
DEVELOP RESPONSIBILITIES FOR CONTRACTOR				
OBTAIN PROPOSALS FROM JANITORIAL CONTRACTORS				
REVIEW PROPOSALS FROM CONTRACTORS				
DEVELOP INSPECTION PROCEDURES				
DEVELOP CASHIER BOOTH CLEANING GUIDELINES				
(A) CASHIERS WILL CLEAN BOOTHS DAILY				
(B) MAKE LIST OF CLEANING SUPPLIES				
DEVELOP P.M. PROGRAM FOR GENERAL ITEMS	09/27/16			
STRIPING				
(A) INSPECT DIRECTIONAL ARROWS				
PAINTING				
(A) TOUCH UP AS NEEDED				
SIGNAGE				
(A) OBTAIN INSTRUCTION ON DYNAMIC SIGNS				
(B) INSPECT ADA PAINTED SIGNAGE				
(C) INSPECT ALL SIGNAGE AT STARTUP				

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - ADMINISTRATION

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
FACILITIES				
CREATE FLOOR PLAN ON OFFICE				
REVIEW FLOOR PLAN WITH ORGANIZATIONAL CHART				
COMPLETE DRAFT OF FURNITURE REQUIREMENTS	09/01/16			
REVIEW FURNITURE REQUIREMENTS				
PURCHASE FURNITURE				
COMPLETE DRAFT OF OFFICE EQUIPMENT REQUIREMENTS	09/08/16			
REVIEW EQUIPMENT REQUIREMENTS				
(A) COMPUTERS				
(B) COPY MACHINE				
(C) SAFES				
(D) FAX MACHINE				
PURCHASE EQUIPMENT				
DEVELOP COMPLAINT AND INCIDENT REPORT	09/08/16			
DEVELOP OFFICE SUPPLY LIST	09/08/16			
ORDER OFFICE SUPPLIES				
ESTABLISH EMPLOYEE PARKING POLICY	09/08/16			
DEVELOP SAMPLE MANAGEMENT REPORT	10/15/16			
REVIEW MANAGEMENT REPORT				
SUBMIT TO AIRPORT FOR APPROVAL				
OBTAIN REQUIRED INSURANCE COVERAGE	09/26/16			
PROVIDE INSURANCE CERTIFICATES				
ESTABLISH LOST AND FOUND PROCEDURES	09/28/16			
REVIEW DBE GOAL AND OBTAINMENT	09/15/16			

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - ACCOUNTING

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
COMPLETE NEW LOCATION DATA SHEETS	09/15/16			
COMPLETE CLIENT INFORMATION SHEET	09/15/16			
REVIEW CURRENT SP ACCOUNTING PROCEDURES MANUAL	09/15/16			
ESTABLISH SPECIFIC PROCEDURES				
ESTABLISH CASH CONTROL PROCEDURES	09/20/16			
(A) CASHIERS				
(B) SUPERVISORS				
(C) MONEY COUNTERS				
ESTABLISH ARMORED CAR PROCEDURES	09/21/16			
ESTABLISH RECONCILIATION PROCEDURES	09/21/16			
DEVELOP REPORTING PROGRAM	09/21/16			
REVIEW CREDIT CARD PROCEDURES	09/22/16			
ESTABLISH CASH DROP PROCEDURES	09/22/16			
ESTABLISH TICKET AUDITING PROCEDURES	09/22/16			
ESTABLISH ON SITE MONEY ROOM PROCEDURES	09/22/16			
OBTAIN CHANGE FUNDS	09/28/16			

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - REVENUE EQUIPMENT

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
OBTAIN INFORMATION ON SPECIAL PARKING PROGRAMS	09/01/16			
ORDER SPITTER TICKETS	08/15/16			
REVIEW EXISTING REVENUE CONTROL EQUIPMENT	09/23/16			
REVIEW EXISTING REVENUE CONTROL PROCEDURES	09/23/16			
INVENTORY EQUIPMENT REPLACEMENT PARTS	09/30/16			
REVIEW CURRENT MAINTENANCE PRACTICES	09/23/16			
OBTAIN LOT LAYOUT PLANS	10/01/16			

SP+ AIRPORT SERVICES
TRANSITION PLAN TIMELINE - OTHER EQUIPMENT

AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

DESCRIPTION	START DATE	COMPLETE DATE	PERSON RESPONSIBLE	COMMENTS
REVIEW REQUIREMENTS FOR SERVICE CARTS	09/01/16			
REVIEW ACCESSORIES FOR CARTS				
OBTAIN PROPOSALS				
REVIEW PROPOSALS				
ORDER CARTS AND ACCESSORIES				
INSTALL ACCESSORIES				
ESTABLISH PREVENTATIVE MAINTENANCE GUIDE				
REVIEW REQUIREMENTS FOR TRUCKS AND CAR	07/15/16			
REVIEW ACCESSORIES FOR TRUCKS				
OBTAIN PROPOSALS				
REVIEW PROPOSALS				
ORDER TRUCKS AND CAR AND ACCESSORIES				
INSTALL ACCESSORIES				
OBTAIN REQUIRED INSURANCE ON VEHICLES				
ESTABLISH PREVENTATIVE MAINTENANCE GUIDE				
REVIEW REQUIREMENTS FOR TWO-WAY RADIOS	RFP			
OUTLINE EXISTING EQUIPMENT				
REVIEW WITH VENDORS				
INTEGRATE RADIO PLAN WITH TELEPHONE PLAN				
ORDER RADIO EQUIPMENT				
REVIEW REQUIREMENTS FOR CELLULAR PHONES AND PAGERS	09/01/16			
INTEGRATE WITH TELEPHONE AND RADIO PLAN				
ORDER CELLULAR PHONES AND PAGERS IF REQUIRED				
REVIEW FLOOR PLAN FOR TELEPHONE EQUIPMENT	09/01/16			
ESTABLISH QUANTITY AND BASIC SYSTEM REQUIREMENTS				
REVIEW WITH VENDORS				
INTEGRATE TELEPHONE PLAN WITH RADIO PLAN				
ORDER TELEPHONE EQUIPMENT	09/02/16			

EXHIBIT 5 – SAMPLE AMANO MGANN PRCS PROCEDURES

Chapter 5

5. REVENUE CONTROL 2

5.1 Revenue Control Auditors 2
5.1.1 Paperwork Review 2
5.1.2 Reconciliation of Electronic Credit Card Payments 4
5.1.3 Administrative Assistant 10
5.1.4 Senior Accountant 11
5.1.4.1 Revenue Control Audits 11
5.1.4.2 Preparation of Reports 11
5.1.5 NSP Accounting 11
5.1.6 Field Auditing 12
5.1.7 Banks and Change Funds 12
5.1.8 Credit Card Refund Procedure 12

5.2 ACCOUNTING AND AUDITING SERVICES 14
5.2.1 Audit Procedures 14
5.2.1.1 On-Site Audit Procedure 14
5.2.2 Independent Audit 14
5.2.2.1 The Independent Audit Process 14
5.2.2.2 Objectives of the Independent Audit 14
5.2.2.3 Scope of the Independent Audit 14
5.2.2.4 The Independent Audit Program 15
5.2.2.5 The Independent Audit Report 15
5.2.3 Accounting and Recordkeeping Procedures 15
5.2.4 City Audit Procedures 16
5.2.4.1 General Ledger 16
5.2.4.2 Cash Receipts 16
5.2.4.3 The Daily Cash Report (PT-70) 17
5.2.4.4 Revenue Summary 17
5.2.4.5 Daily Reports/Ticket Audit 17
5.2.4.6 Daily Cashier Shift Reports 17
5.2.4.7 Daily Deposit Summary of Deposits Report 18
5.2.4.8 Monthly Ticket Recap 18
5.2.4.9 Ticket Audits 18
5.2.4.10 Records Maintenance 18
5.2.5 Airport Procedures 18
5.2.5.1 Cash Security 18
5.2.5.2 Daily Cashier and Supervisor Audit 19
5.2.5.3 Summary of Postings 20
5.2.5.4 Daily Cash Summary Report 20
5.2.5.5 Parking Activity Reports 20
5.2.5.6 Inventory Policies and Procedures 20
5.2.6 Banking Procedures 21
5.2.7 Daily Armored Service Runs 21

Chapter 5

5. Revenue Control

The Revenue Control Department consists of the Accounting Manager/Senior Accountant, Revenue Control Auditors, Data Entry Clerks and the Administrative Assistant. The function of this department is to ensure the proper recording of revenue, dispensing banks and change funds and ensure that NSP procedures are followed.

5.1 Revenue Control Auditors

5.1.1 Paperwork Review

At the end of each cashier's shift, all completed paperwork is turned in at the main office. It is then the responsibility of the Revenue Control Auditors (Auditors) to review the paperwork.

Each review consists of the following:

- Ensure that the cash recorded by the cashier agrees with bank records.
- Review of credit card transactions and reconciliation to the credit card amounts recorded by the credit card processor.
- Reconcile revenue as reported by the cashier with the reports generated by the revenue control computer.
- Review each transaction tape generated by the revenue control computer at the end of each shift, paying particular attention to "clear out" transactions, exception tickets and lost/damaged tickets.
- Review and make copies of over rings, manual transactions and any other unusual transactions with proper explanations and supervisor approval prior to turning into the Senior Accountant.
- Ensure that all tickets and other documentation have been turned in.
- Preparation of all reports as required.

- Advise the Facility Managers of Cashier's and/or Supervisor's failure to follow NSP policies and procedures.

		Date of Business:			Surepark & Parking Plus	
	EP Act		CC Act		CCOF	
	# Trans	$ Vol	# Trans	$ Vol	# Trans	$ Vol
AB-2						
Cwest-5						
DE-7						
Pcents-6						
Hobby-10						

*Do not forget to run the express park reports for the audit per schedule

Exhibit 5.1.1 A

Instapark Daily Reconciliation

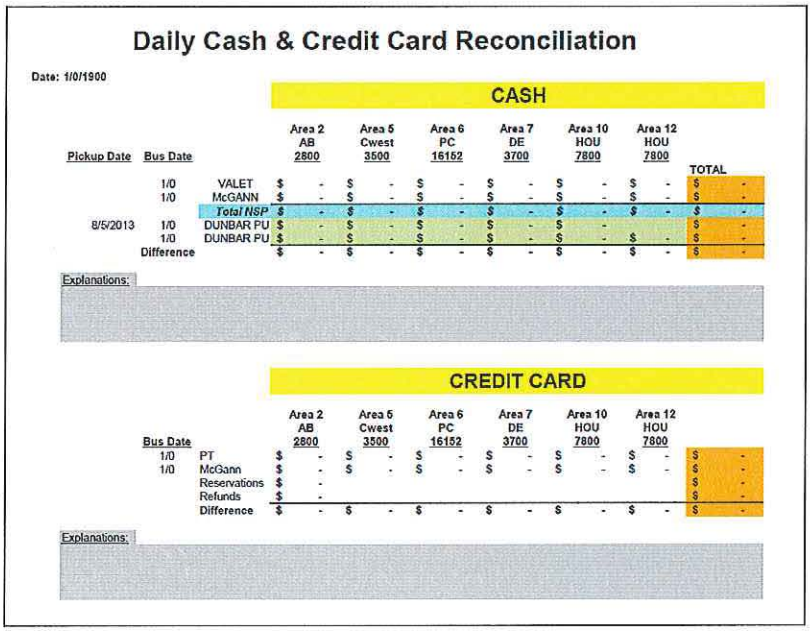
Date of Business: 5/9/2009

	EP Act		CC Act		CCOF		Total Per Location		Paymentech		Difference	
	# Trans	$ Vol	# Trans	$ Vol	# Trans	$ Vol	# Trans	$ Vol	# Trans	$ Vol	# Trans	$ Vol
AB-2	397	11384	22	408			419	11792	419	11,792	0	-
Cwest-5	343	11104	18	358			361	11462	361	11,462	0	-
DE-7	670	20078	63	923	25	982	758	21983	758	21,983	0	-
Pcents-6	148	4834	28	926	5	120	181	5880	181	5,880	0	-
Hobby-10	293	8488	31	561			324	9049	324	9,049	0	-
Total	1851	55888	162	3176	30	1102	2043	60166	2043	60,166	0	-

Exhibit 5.1.1 B Sample

5.1.2 Reconciliation of Electronic Credit Card Payments

1. Open DDSR File for the day in which you planning to reconcile. Select the Cash-Credit Reconciliation Tab. Once you have completed the DDSR for that day, some of the data will be automatically populated. The DDSR can be found at: X:\ACCOUNTING\DDSR



Daily Cash & Credit Card Reconciliation

Date: 1/0/1900

CASH

Pickup Date	Bus Date		Area 2 AB 2800	Area 5 Cwest 3500	Area 6 PC 16152	Area 7 DE 3700	Area 10 HOU 7800	Area 12 HOU 7800	TOTAL
	1/0	VALET	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	1/0	McGANN	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Total NSP	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8/5/2013	1/0	DUNBAR PU	$ -	$ -	$ -	$ -	$ -		$ -
	1/0	DUNBAR PU	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Difference		$ -	$ -	$ -	$ -	$ -	$ -	$ -

Explanations:

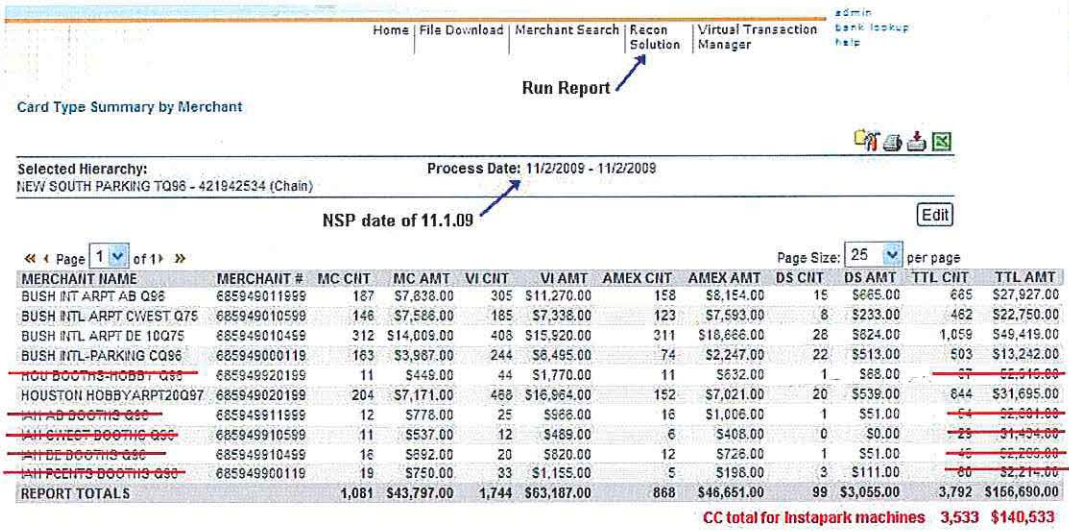
CREDIT CARD

Bus Date		Area 2 AB 2800	Area 5 Cwest 3500	Area 6 PC 16152	Area 7 DE 3700	Area 10 HOU 7800	Area 12 HOU 7800	
1/0	PT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1/0	McGann	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Reservations	$ -						$ -
	Refunds	$ -						$ -
	Difference	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Explanations:

For the Paymentech Transaction Totals

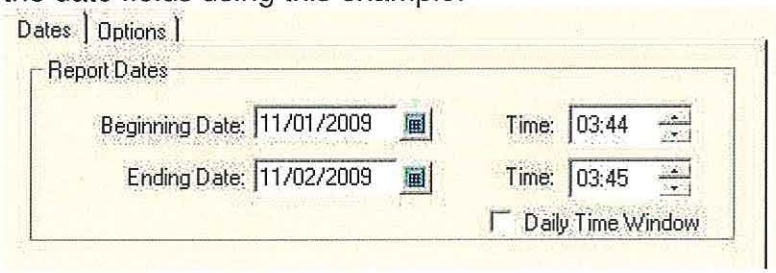
Go to www.paymentech.com and log on to Resource Online. Run report "Recon Solution > Daily Report Review > Card type summary by merchant." Please note the date is actually the previous date in McGann data. The Paymentech batches are posted a day later. Example: This report says 11.2.09 but is actually NSP date of 11.1.09. The report shows the batches for all merchant numbers. The merchant numbers listed without the words "booth" are the Instapark machines. Calculate the Instapark totals (count and amount.) Input the credit card totals from the PT report into the Paymentech columns (K and L.)



MERCHANT NAME	MERCHANT #	MC CNT	MC AMT	VI CNT	VI AMT	AMEX CNT	AMEX AMT	DS CNT	DS AMT	TTL CNT	TTL AMT
BUSH INT ARPT AB Q96	685949011999	187	$7,838.00	305	$11,270.00	158	$8,154.00	15	$665.00	665	$27,927.00
BUSH INTL ARPT CWEST Q75	685949010599	146	$7,586.00	185	$7,338.00	123	$7,593.00	8	$233.00	462	$22,750.00
BUSH INTL ARPT DE 10Q75	685949010499	312	$14,009.00	408	$15,920.00	311	$18,666.00	28	$824.00	1,059	$49,419.00
BUSH INTL-PARKING CQ96	685949000119	163	$3,987.00	244	$6,495.00	74	$2,247.00	22	$513.00	503	$13,242.00
HOU BOOTHS-HOBBY Q35	685949920199	11	$449.00	44	$1,770.00	11	$632.00	1	$68.00	67	$2,919.00
HOUSTON HOBBYARPT20Q97	685949020199	204	$7,171.00	468	$16,964.00	152	$7,021.00	20	$539.00	844	$31,695.00
IAH AB BOOTHS Q35	685949911999	12	$776.00	25	$966.00	16	$1,006.00	1	$51.00	54	$2,691.00
IAH CWEST BOOTHS Q35	685949910599	11	$537.00	12	$489.00	6	$408.00	0	$0.00	29	$1,434.00
IAH DE BOOTHS Q35	685949910499	16	$892.00	20	$820.00	12	$726.00	1	$51.00	49	$2,289.00
IAH PCENTS BOOTHS Q35	685949900119	19	$750.00	33	$1,155.00	5	$198.00	3	$111.00	80	$2,214.00
REPORT TOTALS		1,081	$43,797.00	1,744	$63,187.00	868	$46,651.00	99	$3,055.00	3,792	$156,690.00

CC total for Instapark machines 3,533 $140,533

Run the following three reports in McGann Report Generator, populating the date fields using this example.



Express Park Activity Report ("EP Act")
(This is for ticket in and credit card out transactions)
Choose Card > Express Parc Report > Express Parc Activity

- ☑ Direction, ⊙ Out
- ☑ Access Type, Access Allowed
- ☐ Include Canceled Trans (uncheck this box)
- Field: Lot, Value = 2, 5, 6, 7 and 10 (run each separately)

Go the last page and record the # of transactions and the net $ on manual sheet.
*Note: ecopark IAH (6) should be the only area that has a difference between the gross and net on the totals. This is due to validations for free parking vouchers and shell open validations.

Credit Card Activity Report ("CC Act")
(This is for credit card in and credit card out transactions)
Choose Card > Credit Card Report > Credit Card Activity

- ☑ Direction, ⊙ Out
- ☑ Access Type, Access Allowed

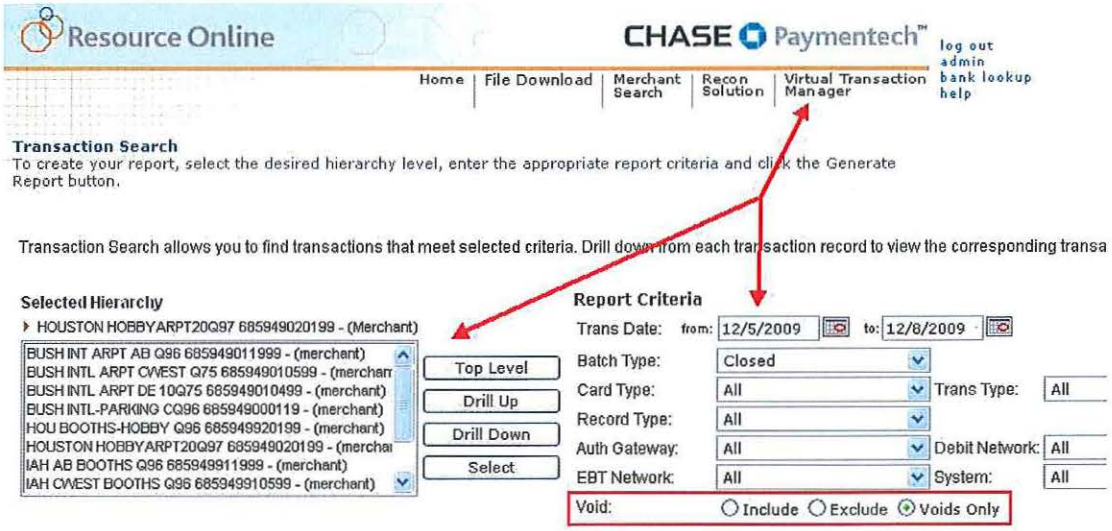
Field: Lot, Value = 2, 5, 6, 7 and 10 (run each separately)
Go the last page and record the # of transactions and the net $ on manual sheet.

Credit Card On File Activity Report ("CCOF")
(This is used for SurePark (7) and Parking Plus (6) where the customer's credit card is linked to their SurePark or Parking Plus access card)
Choose Card > Credit Card Report > Credit Card on File Activity
☑ Direction, ⊙ Out
☑ Access Type, Access Allowed
Field: Lot_Number, Value = 6 and 7 (run each separately)

**Please note: SurePark (7) and Parking Plus (6) reports may or may not be "off" if there are transactions showing that do not have a "credit card transaction" number listed. These did not process; but they are always included in the transaction and dollar count by the McGann report generator PDF file.*

Once the Reconciliation spreadsheet is populated on the individual date tab, the information is totaled on the Monthly Summary tab. The differences on this tab are what is to be reconciled.

1. Run a report of all corporate issued credits. Open Paymentech, Resource Online. Choose Recon Solution > Daily Report Review > All Transactions. Choose the date range (one day after since PT takes a day to post,) and put "0.00" in the maximum amount field. Input the credits into the Reconciliation spreadsheet in the "Corp Credits" column. Again, do not include credits posted for the "booths."
2. Run a report of all voids. Open Paymentech, Resource Online. Choose
Virtual Transaction Manager > Batch and Transaction Reports > Transaction Search. Drill down/select the area, choose transaction date, and ⊙Voids Only.



Each void transaction must then be checked to see if there was an additional transaction where the credit card was processed correctly. Choose the edit button on top of the report to take you back to the original menu (above,) change the Void: option to ⊙ Include ○ Voids Only. Under Trans Amt: option, input the void amount in both the minimum and maximum fields. If the void processed correctly on a separate transaction, there will be three transactions with the same credit card and same amount.

11/27/2009 9:19:48 PM	546826******5723	07/10	$126.00
11/27/2009 9:19:57 PM	546826******5723	07/10 Y	$126.00
11/27/2009 9:20:10 PM	546826******5723	07/10	$126.00

Processed, Voided, Re-processed.

The McGann report does not pull the void transaction, so the reconciliation would show a difference. To research in McGann, Choose Card > Express Parc Report > Express Parc Activity,

☑ Direction, ⊙ Out

Field: Lot, Value = (the area you are researching)

Search for the credit card number or amount

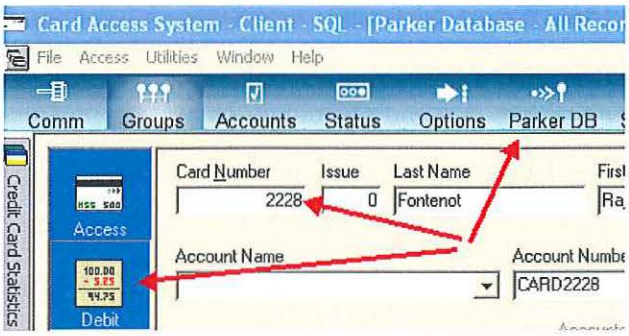
EXPRESS PARC ACTIVITY REPORT
All Transactions
From: 11/26/2009 03:45
To: 11/28/2009 03:44
Direction = Out
Lot Number = 7
Printed on 12/16/2009 15:21

Entrance Date and Time	Exit Date and Time	Gross Card Fee	Net Card Fee	Credit Card Number	Credit Card Type	Rate Name	Ticket Number	Allow Access
11/20/2009 16:36	11/27/2009 20:16	$126.00	$126.00	*5723	MC	Garage Rate	3534	Yes
11/20/2009 16:36	11/27/2009 20:16	$126.00	$126.00	*5723		Garage Rate	3534	No
11/20/2009 16:36	11/27/2009 20:16	$126.00	$126.00	*5723	MC	Garage Rate	3534	Yes

Record the void amount in the Voids PT column of that area.

2. In McGann Report Generator, print, run and review the following report.
Choose Card > Credit Card Report > Credit Card on File Activity
☑ Direction, ⊙ Out
Field: Lot_Number, Value = 6 and 7 (run each separately)

A "no" in the access column or a "0" in the transaction # column means the customer did not get charged on that transaction. Research the problem –
Choose Card > Card Activity Report
☑ Card Number, and fill in the three digit card number
☑ Direction, ⊙ Out
If the charge went through on a different transaction, the problem was resolved. If not, the credit card will have to be charged. Obtain the credit card information from the Card Access System, click Parker DB, enter card number, click search, and click Debit button. Manual charge instructions below:



If the 0 transaction went through on different transaction, but went through for a different amount than the original transaction reported that it should be, a credit is due the customer. If a transaction was charged twice, a credit is due the customer. Manual credit instructions below:

To process Charge

1. Press the sale F2 button.
2. Enter the requested credit card information.
3. Enter the transaction amount.
4. Press the green "enter" button.
5. Close out the batch, press "Settlement (F3)", the #1 button, and the "Alpha" button twice, then enter 66831 and press enter.

To process Credit
Open the file X:\CUSTOMER SERVICE\REFUNDS. Fill out the Paymentech Refund Request Form, save the file and email it to Aaron Bondurant (abondurant@spplus.com)

For SurePark (7) – Log the activity into the following spreadsheet.
Open the file X:\CUSTOMER SERVICE\SP and complete SurePark Credit & Charge Log.xls. Record the transaction and charge the credit card.

SP Card#	Last Name	First Name	CC	Date of Exit	Date of Chg/Cr	Amt	Reasons
477	Levy	Robert	3712-1002	11/24/2009	11/30/2009	(49.00)	Double charged
2817	Caramonta	Darrin	3794-1001	11/28/2009	11/30/2009	(155.00)	Reader - No Entry
2228	Fontenot	Ray	3782-4001	12/6/2009	12/9/2009	67.00	CCOF Report Need to Charge

CCOF Report Need to Charge
Reader - No Entry
Reader - No Exit
Lot Full-Had to Park Elsewhere

Reconciling Differences

When you find a void, normally there will be three (3) transactions right around each other. Two yes and one void. Capture and print a screen shot of the full area. Mark the area and the date of business and put to the side. See screen shot below.

If you see three transactions for the same card number, you do not need to run another EP or CC Act report in McGann to prove this is what happened, but if you do not see three transactions with the same card, then the customer probably paid that ticket with another credit card number. If this is the case you need to run an EP or CC Act report to prove this is what happened.

To do this in the quickest, easiest fashion:

Determine the amount of the transaction and the area it occurred. You can also see the time the transaction took place on the Paymentech report. (Remember Paymentech is on EST, so they are an hour ahead of our time).

Get it down to the smallest query you can. Run an EP report for that area and that date. Use the binoculars the search. I usually use the last four digits of the credit card. Do know there might be several with those same numbers; but just find the one for the right amount, at the same time and you should see the ticket number three times, but with two different credit card numbers. Print only that page and put it in your daily sorter for future reference.

See Example: See card beginning 378511? It is on here three times; but one has a void next to it. That means it was access yes, no, yes at associated time. But we only got paid once.

518	9/25/2009 4:59:00 PM	Amex	379464******1004	06/13	508345	Complete Mag Stripe contents	Sale	EDC		$85.00
519	9/25/2009 5:01:51 PM	Amex	378511******2005	02/14	543242	Complete Mag Stripe contents	Sale	EDC		$51.00
520	9/25/2009 5:01:53 PM	Amex	378511******2005	02/14	543242	Complete Mag Stripe contents	Sale	EDC	VOID	$51.00
521	9/25/2009 5:02:08 PM	Amex	378511******2005	02/14	520723	Complete Mag Stripe contents	Sale	EDC		$51.00
522	9/25/2009 5:02:09 PM	Amex	371388******2006	03/11	565031	Complete Mag Stripe contents	Sale	EDC		$68.00
523	9/25/2009 5:02:28 PM	Amex	370283******1005	03/11	308500	Complete Mag Stripe contents	Sale	EDC		$51.00
524	9/25/2009 5:03:10 PM	Amex	371381******8002	07/13	543242	Complete Mag Stripe contents	Sale	EDC		$34.00
525	9/25/2009 5:04:41 PM	Amex	379466******3003	06/10	533194	Complete Mag Stripe contents	Sale	EDC		$17.00

Continue until you have the "number" total you need. You may be off by a multiple of numbers. Example: You may have a void for $17 and a void for $5, your difference being $22 that day.

For this date at AB:
We had a void for $51.00 a credit (return) for $102.00 and a single transaction for $3. We originally had a difference of $156 that has now been reconciled.

Once you have all the voids for that area for that date, go to the summary workbook and in each column next to each area; input the total dollars of voids that day.

Once you have all of your differences (voids) figured out and all of them posted into your workbook, you should be even. If after this process you are still off by only a few dollars, it is your determination if it is worth trying to find. If you are only off by less than $25, it may not be cost effective to find the difference since it might entail marking our entire report to the entire batch at PT.

5.1.3 Administrative Assistant

The Administrative Assistant is responsible for office supplies, the Senior Manager's correspondence, assisting the Airport Manager, Accounting Manager and the Revenue Control Auditor as necessary.

5.1.4 Senior Accountant

The Senior Accountant has a variety of functions including the supervision of the Revenue Control Auditors, preparation of NSP's accounting records, paying of vendor invoices, preparation of required reports and field auditing of cashier's and other staff as required.

5.1.4.1 REVENUE CONTROL AUDITS

The Revenue Control Auditors are required to turn in all paperwork as required to the Senior Accountant.

The Senior Accountant reviews:

- Cash as deposited into the bank.
- Credit cards that are reported by the credit card processing company.
- Revenue as reported by the revenue control computer.
- Copies of all documentation that is in the file including proper explanations and supervisory approval.

5.1.4.2 PREPARATION OF REPORTS

Reconciliation of revenue by lane, plaza and total from the revenue control computer as adjusted by manual items, over rings, etc.

Reconciliation of audited revenue to actual deposits by lane, plaza and total.

5.1.5 NSP Accounting

The Senior Accountant is responsible for NSP's accounting as follows:

- Payment and accounting of vendor invoices.

- Maintenance and recording of the following:
  - Time keeping and payroll system
  - Collection of shortages
  - Preparation of paychecks

- Preparation of the monthly reporting requirements to the contractor which includes:
  - Revenue collected
  - Copies of supporting documentation
  - Preparation of other reports as required by the Senior Manager.

5.1.6 Field Auditing

The Senior Accountant, Airport Manager and Facility Manager are responsible for the periodic auditing of operations as follows:

- Auditing a cashier's shift on a surprise basis. This is accomplished by informing the Supervisor of the intent to audit the cashier. The cashier is then required to "settle" and drop all funds. All paperwork is then collected and audited by the Senior Accountant or a designated staff person.

- Manager's monthly surprise visit. Upon entering the parking facilities, the manager observes the staff and other security issues. Upon exit, they observe the cashier's attitude and how a transaction is handled. Once complete, a report is prepared by the manager and reviewed by the Senior Manager. Results are discussed with the employees, if necessary.

5.1.7 Banks and Change Funds

A function of the designated Facility Manager is the preparation and issuance of banks and other change funds. When the Facility Manager is not performing this function, it is the Assistant Facility Manager's responsibility.

The Senior Accountant is responsible for the daily preparation of the deposit required for a change order. The Senior Accountant oversees this function and reconciles all funds daily. Additionally, any funds needed for petty cash are disbursed from here.

5.1.8 Credit Card Refund Procedure

- Fill out the "Paymentech Refund Request Form" (X:\CUSTOMER SERVICE\REFUNDS)
  Require the customer to provide a receipt and/or cc statement to support the correct change and duplicate charges, attach to form.
- Research customer request
  Determine if credit is legitimate
  Determine amount of credit due
  Attach EP or Paymentech history or cc journal
  If there is an equipment or software problem causing the duplicate processing or overcharge, please make sure the Facility Manager is made aware in order to correct the issue

If the issue is related to SurePark, make sure our office personnel for those departments are made aware of the issue.

- Give "Paymentech Refund Request Form" to authorized personnel
- Process credit card refund on terminal in office, process these in batches, not individually.
- Supervisor to review & batch refunds daily
- Black out all credit card information on form once batch is complete
- Enter credit into log spreadsheet (do not use entire credit card number) *First five digits and last four digits are sufficient.*

Data for Electronic Log:

Last Name, First Name of Customer
Telephone Number
Amount of Credit Issued
Location
Date of Original Charge
Date Credit Issued
Reason (from pull down choices)

- Make copy of "Paymentech Refund Request Form"
- File single copy of "Paymentech Refund Request Form" into alphabetically sorted files (for future reference)
- Make copies of all refund forms and attach to DDSR for client review.
- Place batch print out from terminal and backup (stapled as batch) into the box for that particular day's business. Backup should include the original customer request form and any pertinent backup associated with claim, such as copy of customer receipt(s), New South Parking research or proof of transactions.

At month end, have Senior Manager review log spreadsheet versus report from Chase Merchant Services report on credits issued that month.

Each month, at month end, sort log (electronic) by credit card number, check for duplicates historically. Chase Merchant Services report is only current month, so this needs to be done in order to check for duplicates historically, as well as current month.

5.2 ACCOUNTING AND AUDITING SERVICES

5.2.1 Audit Procedures

5.2.1.1 ON-SITE AUDIT PROCEDURE

NSP will continually perform auditing of all facets of the operation of the Airport parking operations on a daily basis. Our on-site audit department will review all cashier reports, supervisory reports, exception forms, courtesy transactions, and "clear out" transactions. All under rings and over rings are audited. A report is generated which matches exit gates openings to the number of transactions. All cashiers reports are matched to supervisory reports and the deposit slips on a daily basis. When this has been accomplished, the reports are submitted to the Senior Accountant for final review.

5.2.2 Independent Audit

5.2.2.1 THE INDEPENDENT AUDIT PROCESS

New South Parking has contracted with an independent auditor in addition to the management and staff on-site. The function of the auditor is to audit our properties to protect the interest of our client and insure that all accounting cash control functions are being performed in an accurate and timely manner.

The scope and parameters of the independent audit are described in the following pages.

5.2.2.2 OBJECTIVES OF THE INDEPENDENT AUDIT

- Controls provided by electronic parking equipment are being fully utilized.
- Revenues collected are being properly verified, processed, and documented in accordance with prescribed procedures.
- Revenues have been deposited to the appropriate bank account in amounts equal to the value of billable tickets dispensed, access cards issued, and/or permits distributed to parkers.
- Settlements with the client, as reflected on the daily settlement report, are based on revenue amounts that agree to revenues collected and deposited.

5.2.2.3 SCOPE OF THE INDEPENDENT AUDIT

The Scope of the audit is tailored to the time requested and the nature of the operation at the location.

- Ticket Control
- Transient Revenue: Daily revenue, cashier control and daily audits.
- Security Over Collections: Cash movement/control procedures.
- Utilization of Electronic Equipment for Parker and Revenue Control
- Daily Reports to the Client: Revenue reported, settlements.

5.2.2.4 THE INDEPENDENT AUDIT PROGRAM

The audit program provides for verifications and reviews covering the revenue processing and the procedures that control the processing of parking revenue.
The audit program includes:

- A comparison of revenue deposited to the revenue affecting client settlements per daily settlement reports.

5.2.2.5 THE INDEPENDENT AUDIT REPORT

The audit report will offer an opinion of the auditor as to the condition of records. The opinion is based on the effective usage of prescribed revenue control procedures, the accuracy of records maintained for the operation, as well as the actual loss of revenue from the operation.

This opinion may be:

- **Excellent:** Procedures are used as prescribed, with no audit findings.
- **Satisfactory:** Findings are immaterial pertaining to efficiency rather than controls. There is no potential for revenue loss.
- **Unsatisfactory:** Immaterial revenue loss found, or potential for loss exists in 25 percent of areas audited.

5.2.3 Accounting and Recordkeeping Procedures

The accounting and record keeping system that is used at NSP operations was developed in conjunction with the national accounting firm of Deloitte & Touche. These procedures are standardized throughout all of our locations and are compatible with the existing systems of our clients. A copy of all revenue records would be maintained in the business office and would be available for inspection anytime during business hours by a designated representative of the HAS. NSP takes great pride in its system of internal cash controls. The control process starts with the parking ticket. All ticket numbers are recorded to determine the exact number of tickets issued each day. The tickets issued with the AGP 2000 and processed with the AGP 5200 can be tracked and audited from the initial issue of the ticket to the daily deposit.

Daily cash reports are entered into the local computer terminal in the main office and transmitted to the corporate accounting office. These documents are then reviewed and verified to serve as the source of entry for deposits to its bank account. All transactions are recorded to the general ledger (monthly summary of postings) by the SP Plus Corporate Accounting office and used to produce the monthly profit and loss statement for the operation.

5.2.4 City Audit Procedures

NSP is responsible for completing all the aforementioned forms and reports accurately. The audit process will include the verification of all reports for accuracy and correcting errors. Corrections will be made by drawing one line through the error, writing the correction above the error and initialing the correction. The auditing process will be performed in a different color ink from that used during the preparation of the original report.
NSP will perform facility audits without the knowledge of staff assigned to the facilities on a regular basis. These audits will include:

- Tracing tickets through the "system" to ensure that charges have been handled correctly and accurately.
- Ensuring that employees are abiding by the terms of this contract.
- Ensuring that high levels of customer satisfaction are maintained.

Original books of entry will be maintained by NSP in the SP Plus corporate office. Duplicate records will be maintained in the facility office. All records will be available for inspection at any time by designated representatives of the HAS.

5.2.4.1 GENERAL LEDGER

The NSP corporate accounting staff will be responsible for the recording of all transactions to the general ledger on a timely basis. Monthly financial statements will be produced and used as the basis for preparation of the monthly report to the City of Houston. Duplicates of the monthly revenue report and monthly summary of postings will be maintained at the facility office.

5.2.4.2 CASH RECEIPTS

All parking revenues are to be deposited in a depository account. A verified stamped deposit slip supporting each day's deposit shall be provided to the Houston Airport System daily.

Daily Cash Reports will be completed daily on the AS-400. The auditor fills out a composite sheet, which is proofed by the supervisor and given to the bookkeeper for breakdown and transfer onto the daily cash report.

5.2.4.3 THE DAILY CASH REPORT (PT-70)

The PT-70 is a detailed breakdown of the various revenue sources generated per location. These sources are as follows: monthly parkers (private and public), daily transient and other income which includes card deposits, lost card collections, service charges on NSF checks, etc.

5.2.4.4 REVENUE SUMMARY

The Revenue Summary details each day's depository activity by type of revenue, i.e., contract, validation, transient, etc. The input for this information is the Daily Cash Report. At the end of each month, all bank statements must be reconciled. The total deposits per the reconciled bank statement must be equal to the revenue summary.

5.2.4.5 DAILY REPORTS/TICKET AUDIT

All reports will be completed using the prescribed designation for ticket dispensers and exit lanes.

5.2.4.6 DAILY CASHIER SHIFT REPORTS

To be completed by NSP for each and every cashier booth used within a 24-hour period. The Cashier Shift Report includes:

- Transaction counts from counters (opening, closing and total).
- Exit counts from secondary counters (opening, closing and total).
- Over rings and under rings by ticket number and dollar amount.
- Register totals (opening, closing and total transactions), including:
  - Number and value of validations.
  - Number and types of exceptional transactions
- Actual number of tickets turned in.
- A place to staple all register tapes.
- Area to list miscellaneous tickets by lot.
- Computation of cash, checks and total deposit.
- An area to balance cash to fee computer balance and to show overages/shortages, etc.
- Booth number, date, shift and cashier's name.

5.2.4.7 DAILY DEPOSIT SUMMARY OF DEPOSITS REPORT

From the Cashier Shift Reports, ticket reviews and deposits, one master report is completed. That report includes:

- The total tickets collected and total dollar amounts of those tickets, including overall cash and credit totals for the day by facility.
- Total paid tickets by facility and total dollar amounts, including total tickets by facility for the day.

5.2.4.8 MONTHLY TICKET RECAP

NSP will recap all tickets issued and collected in the following manner:

- For each ticket dispenser NSP will list the number of tickets issued for that day, including the beginning and ending numbers.
- NSP will show the beginning car count, excluding monthly patrons, plus tickets issued, minus tickets collected, the total of which and the actual ending car count should be equal. The difference will be reported as "Missing" tickets and so labeled.

5.2.4.9 TICKET AUDITS

NSP clerical staff will audit a minimum of 30% of regular tickets for accuracy of data entry and correct tabulation in reports. New cashiers, suspect cashiers and cashiers who consistently make errors will be extensively audited until accuracy can be assured. All non-routine tickets will be audited prior to submitting daily reports.

5.2.4.10 RECORDS MAINTENANCE

NSP will retain copies of the above reports for two years after the contract is terminated.

5.2.5 Airport Procedures

5.2.5.1 CASH SECURITY

NSP has a proven track record with revenue control and cash handling procedures. We train all personnel to be aware of cash security procedures. These procedures include, but are not limited to the following:

- Skim (excess cash pick-up). A Supervisor or Head Cashier performs multiple skims on each shift.
- Cashiers are instructed to keep no more than $200.00 in the register at any time. All other money should be placed in small booth safes until the Supervisor or Facility Manager arrives to pick up the skim.

- The office is equipped with a safe where monies are secured until picked up by armored car and/or taken to the bank for deposit.
- Cashiers are escorted to and from the booths by Supervisors or Head Cashier.
- Employees are not to discuss with anyone the amount of money collected per shift.
- Cashiers are not to allow any unauthorized persons in the cashier booths.
- Employees are to immediately report any suspicious persons loitering on the premise.
- In the event of a robbery or theft, personal safety is our first concern. Cooperate with the thief and notify the following as soon as possible: Houston Police, Houston Airport System, and the Facility Manager. The Facility Manager will notify the General Manager.
- Complete the Theft/Robbery Report detailing the incident and giving a detailed description of the perpetrator(s).
- The Facility Manager will prepare a written report for each theft and submit copies to the following: Investigating Officer (Police, Airport District), and NSP's Senior Facility and Regional Managers.

5.2.5.2 DAILY CASHIER AND SUPERVISOR AUDIT

All cashier and supervisor reports are audited by the Auditors. Auditors are monitored by the Office Manager and Facility Managers.
Each auditor is assigned a number of cashier bags from the previous day. These bags contain the cashier's report, tickets and register tape.
Daily Schedules for each area are checked to verify that all scheduled cashiers have drops. If a cashier does not have paperwork, the auditor notifies the Office Manager who verifies attendance records with supervisors or Facility Managers.
The auditor then verifies the amount of money collected by the cashier, the amount turned in to the Supervisor, and any exception transactions that may have been processed. Exception transactions may include the following:

- Clear Outs
- Lost Tickets
- Damaged Tickets
- Mag Card Malfunctions
- Stamped Tickets
- Authorized Signatures
- Courtesy Cards
- Emergency Vehicle Exits
- Vehicle Removal (Towing)
- Special Event Vouchers
- Open Gates
- Over-Rings
- Under-Rings

Each clear out is audited to verify that the item is a legitimate key change (e.g. cash to credit). Any questionable items are brought to the Office Manager's attention, who will then discuss with the Facility Managers if necessary.

The auditors check random transactions to ensure that proper procedures were followed and correct parking fees were collected.
The clerks also verify the total money deposited by the Supervisor to the total revenue turned in by the cashiers. Any discrepancies and/or omissions are reported to the managers.

5.2.5.3 SUMMARY OF POSTINGS

New South Parking prepares and makes available daily, weekly and monthly reports detailing activities of the operation. These reports include, but are not limited to the following:

- Daily Cash Summary Report
- Monthly Revenue
- Parking Activity Reports

5.2.5.4 DAILY CASH SUMMARY REPORT

The Daily Cash Summary Report details the daily revenue collected. This report also specifies source of revenue, i.e., accounts receivable, towing etc.

5.2.5.5 PARKING ACTIVITY REPORTS

Parking Activity Reports are detailed reports of the following: Tickets Issued, Tickets Collected, Courtesy Parking Card Exits, Lost Ticket Transactions, Missing Tickets, percent of unaccounted for tickets report, and nightly inventory report.

5.2.5.6 INVENTORY POLICIES AND PROCEDURES

The inventory is done daily, seven days a week from 10:00 p.m. to 6:30 a.m. The Inventory Control staff reports to work at 10:00 p.m. and signs in on the Assignment Sheet.

Utilizing the Inex/Zamir Inventory System, license plate numbers of all vehicles in the garages will be entered into hand held units. When the Inex/Zamir License Plate Recognition system is not operating a manual report of license plates will be taken for data input when the Inex/Zamir system is operational.

In addition, if a car does not have a tag or the tag is not legible, a full description of the vehicle is entered on a manual log with the exact location of the vehicle.

A periodic audit of the system will be performed to check the integrity if the LPI report.

5.2.6 Banking Procedures

All revenues collected by NSP will be deposited in the bank as approved by the Houston Airport System.

5.2.7 Daily Armored Service Runs

Each day a private armored car carrier will pick up money drops from the safes in each garage. For security reasons, the time of pick-up and the movement of the armored truck will not be discussed in this chapter.

EXHIBIT 6 – JOB DESCRIPTIONS

Job Description: GENERAL MANAGER

(1) Full time, 40 hours per week, and On-call

Duties & Responsibilities include:

Planning:

Developing and overseeing implementation plans to meet identified short range and long range needs within the parking operation of the airport.

- Create / review mission & revision statement to guide strategic planning.
- Conduct strategic planning sessions
- Ensure ABIA objectives are met or exceeded.
- Oversee the generation of special events calendars.
- Oversee formulation and implementation of special work projects.
- Identify new technologies available to improve efficiency of parking operations.
- Participate in meeting with ABIA on a regular basis to maintain partnership in plans, goals and accomplishments.

Budgeting and Expense Management:

Developing annual budget with input from staff, which includes the operating and capital budgets.

- Develop budget line items
- Identify required capital items.
- Submit budget
- Manager budget
- Maintain proper expense controls that will ensure budget limits are not exceeded.
- Review Expense Report on a monthly basis analyzing the monthly amount against Year To Date (YTD) expenditures.

Cash/Revenue Control

Ensure the proper management of all cash control processes on a regular basis.
Ensure that all business processes are in compliance with standard audit requirements and procedures.
Developing processes and special projects that reduce revenue leaks associated with bad checks, promissory notes, returned credit card receipts, employee parking lot, etc.

- Define Financial, Operations and Audit Program objectives.
- Ensure that the audit trail / collection process for receivables is in place.
- Review establishment / documentation of controls.
- Review identified process problems.
- Oversee implementation / monitor effectiveness of solutions.

Operations

Overseeing and reviewing the management and revision of organizational processes as well as management practices to ensure proper accountability and results.

- Conduct / participate in strategic planning sessions.
- Determine major goals.
- Conduct staff meetings.
- Generate and complete required Objective, Outputs / Actions.
- Review plans and oversee implementation activities
- Oversee and review that operational problems are identified, solved and process revised if needed.

Customer Satisfaction

- Generate/maintain customer complaint / resolution process to ensure a timely response to both internal and external customers.
- Assign problem accountability.
- Evaluate, review & oversee process to resolve complaints / incidents satisfactorily.
- Evaluate & review status reports.
- Prepare and present a summary of year's attainment of goals and impact to ABIA.

Oversee and participate in process to ensure the hiring and retention of high caliber, proficient personnel.

- Review & evaluate plans to provide & maintain balanced EEO objectives.
- Review plans and oversee process to develop & maintain hiring / selection standards.
- Participate in the interviewing process as needed.

Management Supervision

Ensuring consistent, proficient and timely performance feedback and counseling is conducted.
Managing the communication processes.

- Conduct staff meetings
- Standardize and administer performance appraisal processes.
- Conduct ongoing performance feedback sessions, applying uniform standards of performance in a timely manner.
- Conduct proactive recruiting.
- Identify communications requirements.
- Establish open door policy.
- Establish / administer reward & recognition process.

Personnel Development

Ensuring that all employee training requirements are identified and satisfied.

- Recommend training programs.
- Review & evaluate salary benchmarks.
- Ensure proper, consistent documentation for all employees.
- Conduct career counseling sessions.
- Ensure proper preparation of and participation in administration of Manager's Performance Appraisals.
- Oversight and development of strong proactive Human Resources Department.

Office Management

Reviewing plans and implementation activities to manage and improve related business activities as well as all work flow processes.

- Develop and implement strategies and goals.
- Communicate strategies throughout organization.
- Develop, manage and continually improve processes of both front and back offices.
- Develop performance measures to evaluate attainment of goals
- Identify / resolve workload problems.
- Recognize achievement in attaining goals.
- Select vendors, author contract specifications and proposals.
- Assure vendor specifications are adhered to.

Internal Reporting
Conducting and reporting on monthly financial control / review / action item sessions.

- Resolve action items completed / problems
- Assess financial conditions.
- Select / analyze performance criteria.
- Determine / assign direct / indirect costs.
- Establish financial goals with state of the art reporting.
- Determine and secure assets and capital requirements.

Security
Identifying and implementing practices & hazards which ensure absolute safety of our customer and employees.

- Review / revise hazards identifications process.
- Generate / review / revise customer requirements.
- Ensure compliance with contract provisions of private security contractor.
- Generate / distribute status reports.
- Establish in-house security procedures and training for SP+ personnel.

Maintenance
Ensuring office and facility conditions and atmosphere are kept clean and to not become a hindrance to productivity or efficiency of operations.
Managing all maintenance programs, structural integrity processes.

Marketing
Recommending benchmark processes that result in increased operations proficiency and high visibility.

- Monitor the local, regional and national competitive environment for airport parking to identify “State of the Art” processes and technology.
- Review potential solutions for possible implementation.
- Work with client to develop and implement programs and promotions.

Job Description: ASSISTANT GENERAL MANAGER

(1) Full time, 40 hours per week, and On-call

Duties & Responsibilities Include:

- Facilitator of collaborative work sessions on behalf of the General Manager between executive management staff to draft and implement audit procedures.
- Evaluate license plate inventory performance,
- Improve financial accountability and security as well as maintaining healthy employer/ client/ employee relations.
- Coordinator for numerous special projects on behalf of the operator and in the interest of ABIA.
- Analyze project and special event profitability impacts and make recommendations.
- Provide strategic leadership over parking operations and customer service departments involving all employees.
- Insure all operational department staff is trained in customer service and revenue control system skill sets.
- Responsible for cost savings in overtime reduction and office supply costs by eliminating general waste.
- Charged with system upgrade evaluations and transition planning.
- Manage procurement for all departmental supplies and inventory of tickets, and revenue control equipment.
- Produce financial documents for the purpose of determining key initiatives such as rate restructures and additional parking services.
- Generate and present monthly customer service reports and project status updates for ABIA officials.

Job Description: SHUTTLE MANAGER

Essential Duties and Responsibilities include the following:

- Assist General Manger with the supervision of the location shuttle bus operations.
- Monitor and improve operational performance of reporting staff.
- Oversee the continual training of drivers and supervisors to ensure Department of Transportation (DOT) compliance.
- Track the issuance of disciplinary notices for shift in accordance with the union contract (if applicable).
- Responsible for monitoring and maintaining computer program that tracks and interprets traffic patterns and recommend schedule and staff changes based on this information.
- Maintain good working relationships with the client and the union (if applicable).
- Responsible for monitoring driver forms usage and ordering.
- Enforce Department of Transportation (DOT) regulations.
- Enforce all Americans with Disabilities Act (ADA) regulations.
- Report and investigate all accidents and injuries involving company personnel and property.
- Make decisions consistent with the company policies and procedures.
- Coordinates and ensures compliance with the substance abuse testing program using Federal and Company standards.
- Respond to and investigates accidents/incidents to include taking photos of accident/incident scene, interviewing involved parties, assisting with police reports
- Counsel supervisors/dispatchers, drivers, customer service representatives and utility personnel concerning Company policy and procedures and any pending disciplinary or training actions relating to new hire training, safety and accident prevention programs.
- Coordinate the activities of worker's compensation, general liability and vehicle liability insurance carriers and insurance consultants as it affects safety and loss control. Monitors activities and make recommendations to the General Manager to help limit loss.
- Perform periodic driver performance ride checks to ensure contract compliance.
- Maintain vehicle identification and insurance files.
- Assist General Manager with controlling expenditures.
- Other duties as assigned.

Job Description: SHUTTLE SUPERVISOR

Essential Duties and Responsibilities include the following:

- Participate in programs to improve client and customer satisfaction.
- Assist in the management of day-to-day activities of the assigned locations.
- Assist with management duties as assigned.
- Courteously assist customers.
- Coordinates communication between upper management, equipment maintenance personnel, operating employees, customers, and the general public as necessary and required.
- Report any known accidents, observed or suspected violations of Company policy, safety hazards or any unusual occurrence to the General Manager.
- Assist with cleanup of debris, water, oil spills and etc.
- Schedules and conducts field inspections of safety equipment, vehicles, working conditions, safety programs and reports on unsafe conditions. Assures that safety inspections are properly scheduled, carried out, monitored, acted upon and documented.
- Maintains personnel and qualifications files pertaining to training, safety and loss matters.
- Maintains, inputs and communicates Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) regulations to assure regulation compliance and provides proper documentation.
- Organizes and conducts regularly scheduled and special safety meetings.
- Implements and revises training programs as required for existing employees.
- Handles routine and specific inquiries, compliments and complaints from customers, and the general public via telephone or in person and reports incidents to the Assistant General Manager.
- Substitute for any position, if necessary.
- Have a thorough knowledge of all areas of the base facility, thorough knowledge of the major streets, landmarks and freeways in the area of the base facility.
- Other duties as assigned.

Job Description: TRAINER

Essential Duties and Responsibilities include the following:

- Ensure that all documentation guidelines as required by DOT and FMCSR are met
- Provide classroom and in-vehicle training for new operators.
- Provide route specific training for new and existing operators.
- Provide Zonar training to existing and new employees.
- Conduct service checks via Zonar and provide resolution to service issues
- Conduct Post-Accident and Mandatory In-Service Re-training.
- Directly evaluate the operation, routes, and personnel for compliance with all safety rules.
- Develop improvements for driver and passenger safety as well as make recommendations for updating of vehicles for improved safety.
- Participate in all accident review boards and make recommendations to the board on training to reduce the likelihood of future occurrences.
- Prepare and submit driver re-training evaluations to the Assistant General Manager prior to an employee being placed back into service after an accident.
- Conduct random on-board driver evaluations and road observations and recommends corrective action.
- Facility training for all employees, as needed
- Work off hours when needed
- Other duties and responsibilities as assigned.

Job Description: SHUTTLE DRIVER

Summary: Responsible for the proper and safe operation of shuttle buses, transporting passengers to from the parking lots and airport, designated stops and performing other duties as assigned.

Essential Duties and Responsibilities include the following:

- Transport guests and their baggage to and from the airline terminal, rental car center on a continuous basis.
- Load guest baggage on and off the shuttle bus on a continuous basis.
- Complete bus inspection at the beginning and end of each shift.
- Maintain cleanliness of bus interior and exterior during shift.
- Fueling of buses.
- Maintain required logs, including but not limited to, a log of daily hours.
- Assist disabled passengers as needed.
- Have thorough knowledge of all areas of the facility including but not limited to: routes, bus stops, location of terminal.
- Have knowledge of major streets, landmarks and highways in the area surrounding the facility.
- Be familiar with and follow established company policies and procedures.
- Other duties as assigned.

Job Description: SUPERVISORS

This position is responsible for collecting, verifying, transporting and securing revenue from cashiers throughout their scheduled shifts. Additional responsibilities include monitoring and controlling the traffic flow as vehicles enter and exit the airport parking.

Duties & Responsibilities Include:

- Supervising cashiers performing their regular Duties & Responsibilities
- Resolution of customer issues
- Conducting the initial accident and injury investigation reports
- Daily inspection of uniforms for all supervised employees for compliance with the uniform policy/dress code
- Assign/Reassign hourly employees to a work area
- Verify and document callouts hourly
- Make necessary schedule adjustments to fulfill minimum staffing requirements
- Complete booth audits
- Monitor/communicate via radio throughout shift
- Visually inspect locations for compliance of company goals
- Assist with processing exception transactions
- Conduct regular facility and equipment inspections to ensure all are in good maintenance condition and properly stocked with tickets and receipt paper
- Print maintenance tickets at ET's and ensure bins are free of ticket debris and system is functioning correctly throughout shift
- Inspect XT's hourly and bundle tickets to prevent damage to readers
- Report any equipment issues or deficiencies via appropriate revenue control service call log
- Replace detached or damaged gate arms in the absence of maintenance
- Be knowledgeable of various elements in the revenue control systems
- Assist customers with inquiries, fee disputes, concerns and the use of automated equipment
- Complete revenue transports per company guidelines
- Respond to customer service related issues per company guidelines
- Monitor and implement effective safety procedures
- Gain and maintain knowledge of company policy/procedures and collective bargaining agreement
- Interact with customers, presenting a professional demeanor
- Disseminate information to other departments/ employees as needed

Job Description: CASHIERS

The purpose of the position is to offer exceptional customer service to our parking patrons by processing parking tickets.

Duties & Responsibilities Include:

- Collection of parking fee from customers as they exit the premises
- Provide excellent/quality customer service
- Gain and maintain knowledge of company cash control and information security policy/procedures
- Verify “bank” at beginning of shift to ensure starting total is correct
- Calculate parking fees to ensure accuracy
- Process cash, credit cards and/or validation transactions throughout shift per company guidelines
- Completes required documentation for all exception transactions
- Obtain and record accurate license plate information for required transactions
- Make change and issue receipts to customers as transactions are completed
- Computes or re-computes information from tickets verifying amount due per customer (manually or by using system)
- Secure cash and cash equivalents while on duty (i.e. receipts, bank slips, exception tickets and credit vouchers)
- Compiles “bank” of collected revenue during the shift from collected fees to submit for repayment of starting bank
- Report/resolve customer complaints independently or with the aid of supervisors
- Distribute and receive customer survey cards
- Present a professional attire and demeanor
- Inform Supervisor of equipment concerns or malfunctions
- Maintain thorough knowledge of all areas of the parking facilities to include major roadways, interstates, landmarks, airline locations, cashier booths, lost and found etc. for customer assistance
- Report any known accidents, observed or suspected violations of Company policy, safety hazards (i.e. debris, water, or oil spills) or any unusual occurrence to the Supervisor
- Exercise the Three Keys to Customer Satisfaction including the Five Customer Service Behaviors to ensure successful customer interactions
- Be familiar with all aspects of the organization so that the employee is able and perform other Duties & Responsibilities including assisting in contingency situations
- Maintains cleanliness of booth and remove trash at the end of the shift

Job Description: Audit Clerks

Research and review records associated with the amount of revenue collected for parking fees. Ability to identify discrepancies with reports, revenue system and exception transactions.

Duties & Responsibilities Include:

- Review tickets, parking documents and system reports to ensure an accurate amount of revenue was collected
- Document irregularities in revenue, cash/credit transactions and exception transactions within the designated timeframe
- Provide Manager with audit findings of policy violations
- Calculate and document overages/shortages as a result of policy/procedure violations

Job Description: Finance Manager

(1) Full time, 40 hours per week

The Finance Manager answers directly to the General Manager; and is charged with the oversight and management of the financial and operational health of the organization. Develops and implements audit strategies and services. Ensure integrity of collection, reconciliation, and reporting of revenue in a cash accounting environment. Design audit programs to add value and improve efficiency and effectiveness of operations. Provides recommendations for improvements in those areas were deficiencies are identified. Perform financial and operational audits. Supervise the activity of Audit Technicians and Assistant Audit Manager. Design workflow and train audit personnel

Duties & Responsibilities Include:

- Develop Operations and implements audit strategies and services.
- Ensure integrity of collection, reconciliation, and reporting of revenue in a cash accounting environment.
- Design audit programs to add value and improve efficiency and effectiveness of operations.
- Provides recommendations for improvements in those areas were deficiencies are identified.
- Establish procedures to ensure compliance with company contracts, state and federal regulations.
- Perform financial and operational audits.
- Coordinate litigation support audits with local, state, and federal government officials.
- Interface with the public, city officials, corporate executives, and external auditors.
- Reconcile daily credit card revenue in order to confirm that all collected revenue is being reported accurately to the Department of Aviation.
- Supervise the activity of Audit Technicians and Assistant Audit Manager. Design workflow and train audit personnel.
- Verify Credit Card Discrepancies- Daily
- Audit Investigations; APD Investigations
- Time and Attendance - finalizing reports (all employees)
- POF Audit (monthly and quarterly) – submit report to GM – Monthly and Quarterly Reports
- Void Transaction Report – provide statistical reporting to GM- Monthly
- Dispute Transaction Report – provide statistical reporting to GM – Monthly
- Validation Detail Report – provide statistical reporting to GM – Monthly
- Remote Open Gate Report – provide statistical reporting to GM - Monthly
- Manual Credit Card Transactions – provide statistical report

- Remote Open Gate – provide statistical reporting to GM – Monthly
- Cash Count Audit (Operation Funds and Petty Cash) – Monthly
- Monthly Ticket Accounting Report; Stolen Ticket Analysis; LPR analysis – report to DOA, Accounting and GM – Monthly
- Review Audit Tech findings - submit to Operations
- Review DOA approval letters
- Monitor and record Faxed Credit Card Payments

Job Description: HUMAN RESOURCES MANAGER

(1) Full time, 40 hours per week

Partners with employees and management to communicate various Human Resources policies, procedures, laws, standards and government regulations

Duties & Responsibilities Include:

- Recruit, screen and administer background check on applicants for Supervisory and Management positions (as needed)
- Participate in new employee orientation to explain and foster positive attitude on organizational objectives and policies, working conditions, wages, benefits and opportunities for promotion (weekly)
- Resolve work-related issues, answer questions about the interpretation and administration of the contract/union agreement and policy/procedures (daily)
- Administer special projects/develop business relationships to improve employee services in areas such as Performance Management, Employee Engagement, Wellness, and Recognition (upcoming)
- Conduct investigations of employee complaints and Hotline calls (as reported)
- Administer conflict resolution, disciplinary procedures and employment terminations (as needed)
- Represent organization at unemployment hearings (as needed)
- Handle request for FMLA and PLOA and notify management of designations (as needed))
- Report Workman's Compensation claims to the insurance carrier (as required)
- Respond to Worker's Compensation inquiries and follow-up on recovery progress (as needed)
- Maintain records and compile monthly reports concerning personnel-related data such as hires, terminations, FMLA administration, progressive disciplinary warnings, overtime trends and time card audits
- Manage random drug screening program on a monthly basis to include communicating selections, schedule test, maintains files and following procedures as outlined for violators of the policy
- Communicate the results of post-accident screenings and DOT physical status to members of management to include approaching DOT card expirations (as needed)
- Prepare spreadsheet and process spreadsheet for annual MVRs (follow procedures as outlined for violators of the policy)
- Consult with Chicago Support Office when necessary to ensure location(s) are in compliance and proper procedures are followed (as required)

Job Description: CUSTOMER SERVICE ASSOCIATES (CSAs)/MAINTENANCE

Duties & Responsibilities Include:

- Assist customers with locating lost vehicles by verifying location when license plates are given
- Helps customers with parking services and facilitates the expedient flow of traffic through the facility
- Interacts with customers in a courteous, friendly and professional manner
- Maintain thorough knowledge of all areas of the parking facilities to include major roadways, interstates, landmarks, airline locations, cashier booths, lost and found etc. for customer assistance
- Report any known accidents, observed or suspected violations of Company policy, safety hazards (i.e. debris, water, or oil spills) or any unusual occurrence to the Supervisor
- Exercise the Three Keys to Customer Satisfaction including the Five Customer Service Behaviors to ensure successful customer interactions
- Be familiar with all aspects of the organization so that the employee is able and perform other duties including assisting in contingency situations
- Present a professional attire and demeanor
- Inspect facilities for cleanliness, safety, maintenance and security.
- Sweep walkways, under fences, in between cars, ramps, curbs
- Wash windows and dust ledges on pedestrian plaza
- Empty trash receptacles and transport to dumpster.
- Pick up litter & debris throughout facilities.
- Mop floors.
- Manage pest control.
- Operate sweeper, scrubber machines.
- Change light bulbs in management office.
- Clean equipment, signs, doors, windows and stairwells etc.
- Adhere to all company guidelines, policies, and procedures.

Job Descriptions: LICENSE PLATE INVENTORY (LPI) CLERKS

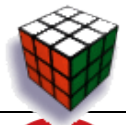
Duties & Responsibilities Include:

- Responsible for operating a Mobile LPI unit and inputting tags into Handheld unit to provide a precise location of a parked vehicle. (daily)
- Download handheld information; exercise care at all times for equipment
- Assist lost customers / escort customers to vehicle upon request

Job Description: LOT A AMBASSADORS

Duties & Responsibilities Include:

- Greet customers
- Operate a 9-passenger Shuttle Cart to and from designated locations
- Assist customers onto the Shuttle Cart and with their luggage and drop them off at the appropriate drop off location.
- Pick up customers with their luggage at the pickup locations or anywhere on the lot and take them to their vehicle.
- Operate Shuttle Cart defensively, with caution, and obeying all traffic laws
- Maintain a valid driving license with a maximum of 3 points
- Complete daily pre/post trip Shuttle Cart operational Log sheet inspections to include notating any damages or defect
- Communicate maintenance needs to the management
- Keep interior clean of all debris
- Record all customer transported on Customer Tracking Log sheet
- Follow prescribed designated routes for pickup and drop off
- Assist customers with luggage when requested
- Distribute and retrieve customer survey cards
- Communicate directions to customer to airline locations, cashiers booths, and lost and found
- Standing, walking, bending and lifting
- Complete incident form when accident / incident occurs

	Job Aid
	Term
	Important Note
	Policy
	Activity
	On SPin

Module 1: Three Keys to Customer Satisfaction

Course Objectives

- Discuss your importance as a Frontlilne employee with SP+.
- List SP+'s Three Keys to Customer Satisfaction.
- Identify various types of customers that utilize our facilities.
- Describe the expectations a customer may have when they utilize our facilities.
- Analyze a customer issue and determine the proper procedure and solution.
- Demonstrate a professional image verbally and physically.
- Communicate effectively with customers.
- Consistently provide excellent customer service to all customers by utilizing the techniques described in this training.
- Reduce the number of customer service complaints at your location.

The History of SP+

SP+ has managed thousands of airport and urban facilities across the United States and Canada since 1929 with operations that cover a wide range of markets. These markets include special events, residential, offices, hospitals, colleges and universities, hotels, rental vehicle shuttles, parking lot shuttles, employee shuttles and inter-terminal shuttles.

The scope of our services includes monthly parker special services, white-glove valet services, traffic control, ground transportation, taxi dispatches and customer amenities. Some current facts about SP+ are listed below:

- Support Office located in Chicago, Illinois.
- Over 11,000 employees.
- Major presence across the United States and Canada, in both urban and airport markets, in both large and small cities.
- A reputation of operational excellence through the development and implementation of client services, Ambiance in Parking® and customer amenity programs.

SP+ Mission and Values

At SP+, we take our mission very seriously and our goal to continually execute excellence is reflected below:

Our mission is to maximize the value provided to our clients through excellence, innovation and efficiency in management services, provided by a superior team of transportation and parking professionals dedicated to the highest levels of customer

service.

Without a solid set of core values our mission would be impossible. Therefore we operate under the following core values:

- **Integrity** – Committing to behavior that reflects well on our character and reputation.
- **Excellence** – Continuously striving for higher quality in who we are and everything we do for our clients, customers, stakeholders and each other.
- **Innovation** – Encouraging creative and "outside-of-the-box" thinking in everything we do, and delivering industry leading products and services.

Service Offerings

SP+ can customize a service package to fit any client's needs. All or a combination of the following offerings is certain to please our clients.

Theme Garages

Our clients can choose one of our patented Musical Theme Floor Reminder Systems which provides signage and music to help the customer remember where they parked their vehicles.

ClientView®

Our ClientView® system is a tool that allows our clients to see their facility's revenue on a daily or monthly basis directly from their own computer. This service gives our clients the capability to easily compare revenue from the current year to past years.

Automated Interactions

SP+ gives its customers various payment options such as credit card, debit card, cash or monthly pass so they can easily chose what's right for them.

Customer Amenity Programs

With our customers' tight schedules in mind SP+ offers services such as Books-To-Go®, CarCare Services, courtesy umbrellas and ParkNet® traffic information.

Module 1 Activity

Instructions: One of the best ways to explore customer service is to put yourself in the customer's shoes. As a customer, how do you like to be treated? Take a few moments to complete the activity below. Think about your expectations as a customer when you have a question or even a complaint. How do the companies below rank? Complete the list by writing five additional companies that you frequent. Rate each one's level of service by checking the appropriate box.

Retail or Service Organization	Excellent	Average	Terrible
Wal-Mart/Kmart			
Postal Service			

1. **For those companies that you rated as being excellent in service, list below the specific reasons why you chose them:**

   Many of the words used to describe those companies rated excellent in service are the same words we strive to have our customer's use when describing SP+.

2. **Who is our customer? List each type of customer who parks in your facility.**

   Your customer may be a vacation or business traveler, a special-event parker or building resident. Because each type of customer has different requirements, it is important to identify the type of customer you will be working with.

3. **What are our customer's expectations? What expectations do you think our customers have when they park their vehicles with SP+? List your answers below.**

   The expectations you listed are the keys to achieving customer satisfaction. If we identify our customers and what they expect when parking in our facility, we can then meet those expectations using the Three Keys to Customer Satisfaction.

Module 2: Three Keys to Customer Satisfaction

Three Keys to Customer Satisfaction

As discussed earlier, customer impressions are formed based on the service that you, the frontline employee, delivers. Our continued success depends on the service you provide every day to our customers. When customers evaluate the quality of SP+, they do not think of an office or the field management team, their judgment is based on how you treat them.

In order to assist you in providing excellent customer service, we have developed the Three Keys to Customer Satisfaction. These three easy keys will help you provide consistent, excellent customer service. The Three Keys to Customer Satisfaction are:

- Key #1: **C**reate a Positive First Impression
- Key #2: **A**chieve Successful Customer Interactions
- Key #3: **R**esolve Customer Issues

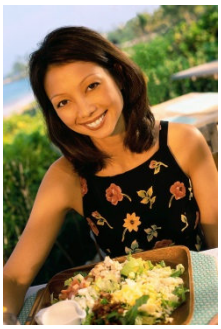
Once you are able to use each one of these keys, you will meet the requirements of your job and contribute to our customers' positive evaluation of our facilities and our company. To help you remember the Three Keys, just think of C.A.R. – Create, Achieve, and Resolve!

Notice how the Three Keys to Customer satisfaction can easily be remembered by thinking of the word

CAR

If we do not constantly strive to offer our customers excellent service, we run the risk of losing them. It is critical to understand and use the **Three Keys to Customer Satisfaction** in everything we do.

The Nice Customer



"You know me. I'm a nice person. When I get poor service, I never complain. I never kick, I never criticize and I wouldn't dream of making a scene. I'm one of those nice customers. And I'll tell you what else I am. I'm the customer who doesn't come back. I take whatever you hand out, because I know I'm not coming back. I could yell or complain to try and feel better, but in the long run, it's better to just leave quietly. You see, a nice customer like me, multiplied by others like me, can bring a business to its knees. There are plenty of us. When we get pushed far enough, we go to one of your competitors."

Module 3: Create a Positive First Impression

Key #1 – Create a Positive First Impression

The facility and your appearance establish our customers' first impressions of the service they will receive. As a company we strive to put our best foot forward during each shift by keeping the facility and our personal appearance looking their best.

The Employee

Your personal appearance plays a key role in the impression customers' form of the service they will receive. Your uniform tells the customer that you are a professional and that you are a reliable source for assistance and information. Your uniform plays a crucial role in the overall service you deliver. Therefore, it is your responsibility to always follow the uniform policy at SP+.

The policy states that each employee should:

- Report to work in full uniform and stay in uniform throughout his/her shift.
- Ensure the uniform is neat and pressed for each shift and shoes are clean.
- Discuss the policy regarding jewelry and personal grooming with the supervisor at your facility.

The Facility

Before customers come in contact with you, their first impressions of SP+ and the service they will receive comes from the facility itself. While the maintenance of a facility is primarily the Facility Managers' responsibility, all employees have a responsibility to keep their work areas and the facility looking their best. Everyone also has the responsibility to report issues regarding the facility to the Facility Manager. Here are some ways to meet this responsibility:

- Look for trash or debris in the garage and immediately throw it away.
- Keep the area clean and free of debris.
- Report any oil spills to your supervisor.
- Report any broken fixtures to your supervisor.

Share ideas with your supervisor that would improve facility appearance.

Taking pride in your appearance and the appearance of the facility will send a positive message to our customers and clients that the environment is professional and that you are an approachable source of information and service to our customers.

First Impressions

Dr. Bill Lampton, the author of the article "How to Make A Strong First Impression" has found that ""Psychologists, writers, and seminar leaders caution that we only have from seven to seventeen seconds of interacting with strangers before they form an opinion of us."

Module 3 Activity

Instructions: Read each question below and document your answer in the space provided.

1. **What does C.A.R. stand for?**

   A. Create, Achieve, Resolve
   B. Compliment, Address, Reply
   C. Consideration, Ability, Results

2. **How long does it take a customer to form an impression about the company and the service they will receive?**

   A. 1 to 9 seconds
   B. 7 to 17 seconds
   C. 11 to 30 seconds

3. **What are some things you can do to ensure your work area and facility look their best?**

   A. Keep a constant lookout for and pick up trash.
   B. Report any broken fixtures to your supervisor.
   C. Clear your work area of clutter.
   D. Report any spills to your supervisor
   E. Share ideas for facility appearance improvement with your supervisor

4. **List some possible changes this employee should make to enhance her professional appearance.**

1. The employee should not be smoking while they are assisting customers.
2. The employee is not wearing an ID badge.
3. The employee should be wearing SP+ shirt.
4. The employee should either not be wearing a hat, should be wearing a SP+ hat or should be wearing a hat associated with their facility.
5. The employee should not be wearing jeans.
6. The employee should not be wearing sunglasses.
7. The employee should not be wearing white tennis shoes.

Key # 2 - Achieve Successful Customer Interactions

After you create a positive first impression, your next step toward customer satisfaction is ensuring that each interaction is a successful one. The most common type of interaction is the cashier collecting the customer's ticket and money. Other types of interactions include:

- Valets parking and retrieving vehicles;
- Shuttle bus drivers transporting passengers; and
- Frontline employees providing directions or assisting customers.

To ensure that each interaction is successful, use the Five Customer Service Behaviors which are described in detail below. These behaviors include:

1. Send positive non-verbal messages
2. Greet each customer
3. Be polite
4. Be professional
5. Thank every customer

Send Positive Non-Verbal Messages

Pay attention to your non-verbal communications. Your gestures should welcome customers. Use the following tips to help you send positive non-verbal messages to our customers.

Smile!

- Look customers in the eye; avoid looking down or past the customer.
- Keep your arms open or down; avoid folding your arms.
- Avoid twirling your hair with your finger or playing with an object such as your nametag or a pen when interacting with a customer.
- Nod your head when listening - it sends the message that you are paying attention.
- Be conscious of the facial expressions and gestures that you use.

Greet Each Customer

There is no substitute for a positive greeting. Be certain to give the customer your full attention by ending cell phone conversations and putting down newspapers or other reading materials. Listed below are some suggested phrases to help you properly greet customers:

- "Hello. Welcome to the (Facility Name)".
- "Hello. How may I help you?"
- "Good morning", "Good afternoon" or "Good evening"
- Thank you for coming to the (Facility Name). I hope you enjoy your stay."

By using these phrases, customers feel welcomed and identify you as the source for information and assistance when they park their vehicles in our facility. At some facilities, certain greetings are not appropriate, for example, at a hospital, you would avoid saying to customers, "Welcome" upon their arrival.

Be Polite

When communicating to customers, words like "please" and "thank you" make the difference between mediocre and excellent service. Always be aware of the words you use and the tone of your voice when speaking to customers. Again, think about how you like to be treated when you are the customer.

Be Professional

A professional demeanor goes hand-in-hand with being polite. When communicating with a customer, never use slang or curse words. Also, ensure that you avoid slang or curse words at the facility because customers or clients could be in ear shot. When you give information to customers make sure it is complete information. If you don't know the answer to a question, say, "I don't know, but I'll ask my supervisor." Customers appreciate your honesty and they most certainly don't appreciate a lack of interest to help them.

When you talk to customers, how you say something is just as important as what you say. When communicating, refer to the Magic and Deadly Words and Phrases.

Magic Words and Phrases

- Here are some options
- I made a mistake
- I understand
- I understand your concern
- I apologize for, (be specific)
- However
- Will/Willing
- Able/Unable

Deadly Words and Phrases

- Have to
- I need you to
- What's your problem?
- I can't/you can't
- Would you mind?
- But
- It's just a
- Must, required, necessary

Radios or Walkie-Talkies

If your facility utilizes radio communications, they too require professionalism. Inappropriate or profane language is not acceptable while talking on the radio. Your customers, your facility's client and the other employees all have access to hearing the radio. If your position requires you to use a radio, you will learn specific radio procedures as part of your technical skills training.

Thank Every Customer

End each customer interaction by showing customers that you appreciate their business. Here are some phrases to communicate your appreciation:

- "Thanks for parking at (Facility Name) I hope to see you again."
- "Thanks and have a good day."
- "Thank you".
- "Thank you and drive safely."

As with greeting customers, some phrases may not be appropriate to use or your facility's client may want you to say a specific phrase. Check with your supervisor on the appropriate phrases to use. By using these phrases you have concluded your interaction professionally. Each of the Five Customer Service Behaviors helps to achieve successful customer interactions.

Module 4 Activity

Instructions: Read each question below and document your answer in the space provided.

1. **Write three phrases from the list on the previous page or phrases of your own that you like to use when greeting customers.**

2. **Choose the three best phrases from this list when greeting customers.**

   A. "Hello. Welcome to the …" ."
   B. "Hello. How may I help you?"
   C. "What's your problem?"
   D. "Good afternoon."
   E. "Would you mind?"

3. **Next to each Phrase, match up a Better Phrase that communicates the same message politely and/or professionally.**

Phrase	Answer	Better Phrase
"What?"	_____	A. Could you please repeat that? Or I beg your pardon?
"It's against policy."	_____	B. I understand, we do have a policy on the issue but let me get my supervisor to help you.
"I can't understand you."	_____	C. I am sorry, could you please repeat that?
"It's not my job."	_____	D. That is not my area of expertise but let me get the person who can help you.
"I can't do that."	_____	E. I am not authorized to do that but let me get my supervisor, they can help you.
"What's your problem?"	_____	F. How can I help you?

Module 5: Resolve Customer Issues

Key #3 - Resolve Customer Issues

There are three types of customer issues you will be responsible for resolving:

- Customers looking for information;
- Customers looking for a solution; and
- Customers who want to be heard.

Each issue requires a specific approach. Follow the guidelines below to effectively resolve each type of customer issue.

Customers Looking for Information

Information usually sought includes:

- Hours of operation
- Ticket rates
- Directions

The best approach is to know the information ahead of time so you can quickly answer and resolve the customer issue. If you don't know the answer to a particular customer issue, be honest with the customer. Say that you don't know, and ask your supervisor for the information.

Customers Looking for a Solution

Typical examples of customers looking for a solution are:

- Customers who have lost their tickets.
- Customers who don't have enough money to pay for their tickets.

The best approach for solving these issues is to know the information ahead of time. SP+ has specific policies and procedures to follow for these types of issues. Discuss them with your supervisor so you are clear as to your responsibility.

Customers Who Want to be Heard

These customers can be the most challenging because sometimes they are angry or upset to the point where they feel they need to complain. You will find that some of these customers are looking to "vent" their frustrations and they want you to be their listener. Listen effectively to them to identify the issue. Remain professional, patient and offer a solution. Remember the "Magic" and "Deadly" words and phrases discussed earlier and choose the most appropriate words when offering a solution.

Above all never take the customer's words personally. If a customer does not want to accept your solution, call your supervisor. He or she will always be available to assist with these situations.

By using the appropriate approach to resolve customer issues you will provide a professional level of service and perform the responsibilities of your position.

Be Prepared

Providing the best in service with the different types of customers everyday is the biggest challenge of your job. Here are some tips to help you remain professional with all types of customer situations:

Keep Your Cool

Staying calm will help you remain professional and in control of any situation. Here are some tips that will help you remain calm:

- Make eye contact when possible.
- Keep your voice at an even pitch and your words clear.
- Treat everyone with respect.
- Don't take the bait - if the customer is being difficult or uncooperative, don't join in and be difficult towards the customer.

Information

Saying the right words the right way makes the difference between a satisfied customer and a difficult situation:

- Turn "You" statements into "I" statements. For example, instead of saying, "You said..." use "I heard..."
- Avoid using phrases that don't offer any type of help. For example, "I can't help you," "It's not my job," "That's against policy."
- Only offer information that you know is accurate. If you are not sure of an answer, call your supervisor. Keep your instructions simple.

Show Sensitivity

Some customers may want to express their dissatisfaction with our facility while others want to talk about an issue that has nothing to do with our operations. Whether a customer is unhappy about the facility rates or because his son is failing math, here are some tips to help the situation:

Listen attentively and express your understanding.
Apologize for any inconvenience the customer may have experienced and offer any information that may help better explain the situation: "I am sorry you couldn't find our facility. Due to construction we had to temporarily remove our signage."

If you don't understand what the customer is saying, ask for clarification: "I am not sure I understand, could you please repeat that for me?"

Employees and Difficult People

There will be times when you encounter a rude or an angry person. Keep in mind:

- There are no difficult people; only people who behave in a difficult manner.
- Don't take it personally. Most likely these types of customers are going to be rude no matter who is working at the facility.
- Your job is to state and follow the policy, not to enforce it. If a situation gets out of hand, call your supervisor.

Module 5 Activity

Instructions: Read each question below and document your answer in the space provided.

1. **Select all the customer issues you may experience and have to resolve at SP+?**

   - Directions
   - Rate clarification
   - Lost car in lot
   - Car trouble
   - Lost ticket
   - Hours of operation
   - Can't pay fee

What's the best way to prepare you to help a customer looking for information or a solution?

Prepare ahead of time, write down answers to issues you have experienced in the past and talk to your supervisor when you have a question.
Refer all questions to the supervisor to answer.
Have a list of phone numbers for the co-workers in the office.

What are some things you can do to ensure you have this information available?

Keep copies of written directions to local points of interest that you can hand out to customers.
Get to know your facility's rates and the surrounding area.
Know who to call to help with car trouble or lost cars.
Get familiar with SP+ policy and procedure.

Turn the following phrase into an "I" statement: "You didn't say that."

"I misunderstood you."
"I apologize, I misunderstood."
"I heard…"

Read the three situations below and determine how to best resolve the issue.

You are an attendant at a garage at a large mall. You are walking through the garage when a customer approaches you and says he cannot find his car. He tells you he has looked on all four levels but is unable to find it. From the list below, select the best steps to handle the situation:

Ask the customer what make or model the car is and try and remember if you have seen it on another floor. If not inform the customer that the best method is to activate the car alarm because then they will be able to hear it.
Ask the customer questions that might prompt him to remember where he parked. Assure the customer that you will help him locate the vehicle. Know your facility's procedure for locating a lost vehicle.
Call the supervisor to assist the customer.

Read the three situations below and determine how to best resolve the issue.

While you hand a customer his change and receipt, he starts yelling at you because there was a long exit line and now he is late for a meeting. Before you can reply, he shuts his window and drives away. What would you do to keep your attitude positive for the rest of your shift?

Don't take it personally. Most likely these types of customers are going to be rude no matter who is working at the facility. Don't let this one difficult customer ruin the rest of your shift. Take a deep breath and if necessary call your supervisor to handle the situation. After the incident, ask your supervisor if you can walk away from the booth for a few minutes and clear your head.
Lock up and walk away from the booth and get your supervisor.
If the customer is really abrasive and mean, open the gate and allow them to exit without paying.

Create, Achieve and Resolve

Our customers appreciate the first class customer service SP+ offers. You play an important role in that customers will look to you when they have questions about the facility or their vehicle. Discuss these details with your supervisor so you will be well prepared to answer all customer questions in a professional manner.

Putting it all together: creating a positive first impression, achieving successful customer interactions, and resolving customer issues not only guarantees satisfaction but also retention!

Our success begins and ends with you. SP+ wishes you the best of luck and thanks you for delivering the level of customer service that makes SP+ the leader in the parking industry!

REMEMBER!

C	Create a positive first impression
A	Achieve successful customer interactions
R	Resolve customer issues

Module 6 Activity

Instructions: Now it's time to see how your customer service skills rate!

Question	Rarely 0	Sometimes 1	Often 2	Almost Always 3
Do you greet your customers and smile every time?				

Do you make eye contact with EVERY customer?				
Do you speak with your customers in a way that makes them feel you are interested in helping them?				
Do you acknowledge your customers right away?				
If your customers have to wait for anything, do you acknowledge, explain and apologize for the delay?				
Do you make every attempt to be understood by your customers?				
When you can not give your customers what they want do you suggest alternatives?				
Do you sincerely apologize to your customers when a mistake has been made by you, others, our company or equipment?				
When a customer has a complaint, do you listen, remain calm and understanding?				
Do you view customer complaints as an opportunity to improve your problem solving skills?				
Total for Each Column				
Grand Total				

How to Evaluation Your Results

Bronze Level: 0-12
You are one of the following:

- A newcomer.
- A little rusty on some of the basics.
- Do not enjoy dealing with customers.

Silver Level: 13-22
You have a solid understanding of the basics, but you are not using them consistently. On a good day you give good service. On a bad day you give bad service.

Gold Level: 23-30
Congratulations! You are a professional at providing service

Some Interesting Facts!

- You spend one third of your life at work! Shouldn't you enjoy what you do?
- You always have a personal choice about the attitude you project.
- It takes 21 days to form a new habit.
- Make a point of practicing the items covered in the questionnaire every time.
- Always strive to grow and improve your skills.
- Try helping out a friend to improve their skills.
- Share your wealth of knowledge.

EXHIBIT 8 – SFO AMBASSADOR COMMENT CARDS

PLEASE DETACH HERE

Date of stay: 6/26/15

Parking Facility: FRANKLIN

○ Domestic ○ International ☑ Long Term ○ Valet

lot D

Overall, how would you rate your satisfaction with your stay at our facility?

☑ Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied

○ Very Dissatisfied

Was our staff polite, friendly and courteous?

☑ Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

☑ Yes ○ No ○ N/A

Which payment option did you use today?

○ Cash ☑ Credit Card ○ FasTrak

If you paid by cash, are you familiar with our payment options?

○ Credit Card In / Credit Card out ○ FasTrak N/A

○ If not, would you like additional information?

Did you receive a receipt?

○ Yes ○ No ☑ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

After I parked my car near stop 14 in lot D I was met by Franklin immediately on a golf cart. He helped me with my bag and drove me to the bus stop with a smile. I am a nervous flier and his kindness and assistance was very calming and helpful. It was a great service.

How would you prefer us to contact you?

☑ Phone ○ Mail ~~○ Email~~

Please provide contact information below.

Name Erin McLaughlin

Address

City, State, Zip

Phone Number 914 456 9906

Email address

PLEASE DETACH HERE

Date of stay: 7/13/2015 ~ 10PM

Parking Facility:

○ Domestic ○ International ☒ Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?

☒ Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied

○ Very Dissatisfied

Was our staff polite, friendly and courteous?

☒ Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

☒ Yes ○ No ○ N/A

Which payment option did you use today?

○ Cash ○ Credit Card ☒ FasTrak

If you paid by cash, are you familiar with our payment options?

○ Credit Card In / Credit Card out ○ FasTrak

○ If not, would you like additional information?

Did you receive a receipt?

☒ Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

It was Dark & Late & couldn't find the gate. Service drive us Thru each aisle and identified our Lexus. Very grateful for his great service that night

How would you prefer us to contact you?

☒ Phone ☒ Mail ○ Email

Please provide contact information below.

Name Mike Donahue

Address 89 Park Lane

City, State, Zip Sonoma, CA 95476

Phone Number 707-996-1837

Email address

PLEASE DETACH HERE

PLEASE DETACH HERE

PLEASE DETACH HERE

Date of stay: 7/02 - 7/05

Parking Facility:

○ Domestic ○ International ✓ Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?

✓ Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied

○ Very Dissatisfied

Was our staff polite, friendly and courteous?

✓ Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

✓ Yes ○ No ○ N/A

Which payment option did you use today?

○ Cash ✓ Credit Card ○ FasTrak

If you paid by cash, are you familiar with our payment options?

○ Credit Card In / Credit Card out ○ FasTrak

○ If not, would you like additional information?

Did you receive a receipt?

✓ Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

the cart valet attendant was very nice & helpful!

How would you prefer us to contact you?

○ Phone ○ Mail ✓ Email

Please provide contact information below.

Name Zerina Vecino

Address

City, State, Zip

Phone Number

Email address zvecino@gmail.com

PLEASE DETACH HERE

PLEASE DETACH HERE

Date of stay: 7/23 - 25

Parking Facility:

○ Domestic ○ International ✓ Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?

✓ Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied

○ Very Dissatisfied

Was our staff polite, friendly and courteous?

✓ Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

✓ Yes ○ No ○ N/A

Which payment option did you use today?

○ Cash ✓ Credit Card ○ FasTrak

If you paid by cash, are you familiar with our payment options?

○ Credit Card In / Credit Card out ○ FasTrak

○ If not, would you like additional information?

Did you receive a receipt?

✓ Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

We were picked up by a courtesy golf cart-like vehicle. This was the quickest service ever & totally a surprise. My husband, uses a walker so the really helped

How would you prefer us to contact you?

○ Phone ○ Mail ○ Email

Please provide contact information below.

Name Hathaways

Address 7223 Via Sendero

City, State, Zip San Jose, CA 9535

Phone Number

Email address

PLEASE DETACH HERE

PLEASE DETACH HERE

Date of stay: July 18-24

Parking Facility:

○ Domestic ○ International ● Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?

● Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied

○ Very Dissatisfied

Was our staff polite, friendly and courteous?

● Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

● Yes ○ No ○ N/A

Which payment option did you use today?

○ Cash ○ Credit Card ● FasTrak

If you paid by cash, are you familiar with our payment options?

○ Credit Card In / Credit Card out ○ FasTrak

○ If not, would you like additional information?

Did you receive a receipt?

● Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

Employee picked us up and drove us to our car. He was nice and helpful

How would you prefer us to contact you?

○ Phone ○ Mail ○ Email

Please provide contact information below.

Name My husband

Address was worried

City, State, Zip about

Phone Number accepting

Email address the ride because we had no cash money. Employee said "this is my job".

PLEASE DETACH HERE

Date of stay: 7/11/15 - 7/26/15

Parking Facility:

○ Domestic ○ International ⊗ Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?

⊗ Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied

○ Very Dissatisfied

Was our staff polite, friendly and courteous?

⊗ Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

⊗ Yes ○ No ○ N/A

Which payment option did you use today?

○ Cash ⊗ Credit Card ○ FasTrak

If you paid by cash, are you familiar with our payment options?

○ Credit Card In / Credit Card out ○ FasTrak

○ If not, would you like additional information?

Did you receive a receipt?

⊗ Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

unexpectedly Parking attendant met us near bus drop off and offered a ride to our car. He loaded + unloaded suitcases. Pleasant surprise!

How would you prefer us to contact you?

○ Phone ○ Mail ○ Email

Please provide contact information below.

Name Jenny Reid + family

Address

City, State, Zip Oakland, CA

Phone Number

Email address

PLEASE DETACH HERE

PLEASE DETACH HERE

Date of stay: 8/7, 8/18, 9/11-9/12, 9/17-9/18.

Parking Facility:

(X) Domestic ( ) International ( ) Long Term ( ) Valet

Overall, how would you rate your satisfaction with your stay at our facility?

( ) Very Satisfied ( ) Satisfied ( ) Neutral ( ) Dissatisfied
( ) Very Dissatisfied

Was our staff polite, friendly and courteous?

(X) Yes ( ) No ( ) N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

(X) Yes ( ) No ( ) N/A

Which payment option did you use today?

( ) Cash (X) Credit Card ( ) FasTrak

If you paid by cash, are you familiar with our payment options?

( ) Credit Card in / Credit Card out ( ) FasTrak
( ) If not, would you like additional information?

Did you receive a receipt?

(X) Yes ( ) No ( ) N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

The shuttle service is TERRIFIC. Reliable clean, friendly, of good standard. It so great to rely on it for early AM flights

How would you prefer us to contact you?

( ) Phone ( ) Mail (X) Email

Please provide contact information below.

Name Deborah McCarthy

Address

City, State, Zip Belmont, CA

Phone Number

Email address dmccarthy@mecrealestate.com

PLEASE DETACH HERE

PLEASE DETACH HERE

Date of stay: 10/8 – 10/10/15

Parking Facility:

( ) Domestic ( ) International (●) Long Term ( ) Valet

Overall, how would you rate your satisfaction with your stay at our facility

(●) Very Satisfied ( ) Satisfied ( ) Neutral ( ) Dissatisfied
( ) Very Dissatisfied

Was our staff polite, friendly and courteous?

(●) Yes ( ) No ( ) N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

( ) Yes ( ) No (●) N/A

Which payment option did you use today?

(●) Cash ( ) Credit Card ( ) FasTrak

If you paid by cash, are you familiar with our payment options?

(●) Credit Card in / Credit Card out ( ) FasTrak
( ) If not, would you like additional information?

Did you receive a receipt?

(●) Yes ( ) No ( ) N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

X had a real problem, I was locked out of my car and yet your staff member "Franklin Maranda" went beyond his duties and helped me resolve my problem, all of your employees should follow his lead on how to service your clients as he is one of a kind!

How would you prefer us to contact you?

( ) Phone ( ) Mail (●) Email

Please provide contact information below.

Name Benny Collins

Address 490 Wellesley Ave

City, State, Zip Mill Valley, Ca. 94941

Phone Number 415-601-0579

Email address binkydo@aol.com
binkydo@aol.com

PLEASE DETACH HERE

Michael

Date of stay: October 6, 2015 Tuesday 130ish pm

Parking Facility:
○ Domestic ○ International ☒ Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?
☒ Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied
○ Very Dissatisfied

Was our staff polite, friendly and courteous?
☒ Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?
☒ Yes ○ No ○ N/A

Which payment option did you use today?
○ Cash ☒ Credit Card ○ FasTrak

If you paid by cash, are you familiar with our payment options?
○ Credit Card In / Credit Card out ○ FasTrak
○ If not, would you like additional information?

Did you receive a receipt?
☒ Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention? Dear Michael - Thank you for the X-TRA assistance provided. My handicape often is overlooked and you helped me immensly!

How would you prefer us to contact you?
○ Phone ○ Mail ☒ Email

Please provide contact information below.

Name Patty Hughes
Address P.O. Box 8561
City, State, Zip San Jose, CA 95155
Phone Number 408-483-7583
Email address alexiatowin@gmail.com
alexiatowin
rowin

PLEASE DETACH HERE

Michael

Date of stay: 9/1 - 11/5

Parking Facility:
○ Domestic ○ International ☒ Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?
☒ Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied
○ Very Dissatisfied

Was our staff polite, friendly and courteous?
☒ Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?
☒ Yes ○ No ○ N/A

Which payment option did you use today?
○ Cash ☒ Credit Card ○ FasTrak

If you paid by cash, are you familiar with our payment options?
○ Credit Card In / Credit Card out ○ FasTrak
○ If not, would you like additional information?

Did you receive a receipt?
☒ Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?
I was so delighted to have a cart come by and give me a lift to the bus stop. Really appreciate it, driver was so helpful.

How would you prefer us to contact you?
○ Phone ○ Mail ○ Email

Please provide contact information below.

Name B. BUTTERFIELD
Address P.O. BOX 7597
City, State, Zip PETALUMA, CA 94953
Phone Number
Email address

PLEASE DETACH HERE

CONCIERGE - GILBERT

Date of stay: 10/10/15 - 10/16/15

Parking Facility:

○ Domestic ○ International ● Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?

● Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied
○ Very Dissatisfied

Was our staff polite, friendly and courteous?

● Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

● Yes ○ No ○ N/A

Which payment option did you use today?

○ Cash ● Credit Card ○ FasTrak

If you paid by cash, are you familiar with our payment options? n/a

○ Credit Card in / Credit Card out ○ FasTrak
○ If not, would you like additional information?

Did you receive a receipt?

● Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

Thanks to Gilbert, our travel went smoothly. Please enlarge and continue your concierge service.

How would you prefer us to contact you?

○ Phone ○ Mail ● Email

Please provide contact information below.

Name Kathy Dixon

Address

City, State, Zip

Phone Number

Email address dixonkl@hotmail.com

PLEASE DETACH HERE

CONCIERGE - GILBERT

Date of stay:

Parking Facility:

● Domestic ○ International ○ Long Term ○ Valet

Overall, how would you rate your satisfaction with your stay at our facility?

● Very Satisfied ○ Satisfied ○ Neutral ○ Dissatisfied
○ Very Dissatisfied

Was our staff polite, friendly and courteous?

● Yes ○ No ○ N/A

Was our facility found to be well lit and maintained/cleaned to a high standard?

● Yes ○ No ○ N/A

Which payment option did you use today?

○ Cash ● Credit Card ○ FasTrak

If you paid by cash, are you familiar with our payment options?

○ Credit Card in / Credit Card out ○ FasTrak
○ If not, would you like additional information?

Did you receive a receipt?

● Yes ○ No ○ N/A

Do you have comments, concerns or suggestions you would like to bring to our attention?

Guy picked me + my luggage up @ elevator + delivered me + my 4 month old daughter to my car! ☺

How would you prefer us to contact you?

○ Phone ○ Mail ● Email

Please provide contact information below.

Name Ann El Demery

Address 1102 S Abel St #271

City, State, Zip Milpitas CA 95035

Phone Number 513-446-3428

Email address ann.el.demery@gmail.com

PLEASE DETACH HERE

EXHIBIT 9 – TRAINING SCHEDULES

AIRPORT SERVICES

Cashier Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *Tour of Standard University*	*Standard University*
○ *New Hire Orientation Video*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Robbery Procedures*	*Standard University*
○ *Information Security Awareness (PCI)*	*Standard University*

Week Three

○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*
○ *Introduction to Safety for Drivers*	*Standard University*

Week Four

○ *Blood Born Pathogens*	*Standard University*
○ *Non-harassment and Diversity*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *Training Assessment*	*Classroom*

Minimum Annual Refresher Schedule:

January - *Information Security Awareness (PCI)*

April – *First Impressions and a Proper Greeting*

July - *Code of Business Conduct*

November - *Calming Upset Customers*

AIRPORT SERVICES

Auditor Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *Tour of Standard University*	*Standard University*
○ *New Hire Orientation Video*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Safety In Motion*	*Classroom*
○ *Email Etiquette*	*SU Classroom*
○ *Robbery Procedures*	*Standard University*
○ *Information Security Awareness (PCI)*	*Standard University*
○ *Introduction to Safety for Drivers*	*Standard University*

Week Three

○ *Cleared Transaction Review*	*SU Classroom*
○ *Cash Over/Short*	*SU Classroom*
○ *Telephone Skills*	*SU Classroom*
○ *Exception Tickets*	*SU Classroom*
○ *Over-rings and Under-rings*	*SU Classroom*
○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*

Week Four

○ *Blood born Pathogens*	*Standard University*
○ *Non-Harassment and Diversity*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *Training Assessment*	*Classroom*

Minimum Annual Refresher Schedule:

January - *Information Security Awareness (PCI)*

April – *First Impressions and a Proper Greeting*

July - *Code of Business Conduct*

November - *Calming Upset Customers*

AIRPORT SERVICES

CSR Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *Tour of Standard University*	*Standard University*
○ *New Hire Orientation Video*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Safety In Motion*	*Classroom*
○ *Information Security Awareness (PCI)*	*Standard University*

Week Three

○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*
○ *Robbery Procedures*	*Standard University*
○ *Introduction to Safety for Drivers*	*Standard University*

Week Four

○ *Blood Born Pathogens*	*Standard University*
○ *Non-harassment and Diversity*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *Training Assessment*	*Classroom*

Minimum Annual Refresher Schedule:

January - *Information Security Awareness (PCI)*

April – *First Impressions and a Proper Greeting*

July - *Code of Business Conduct*

November - *Calming Upset Customers*

AIRPORT SERVICES

Shuttle Driver
Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *Tour of Standard University*	*Standard University*
○ *New Hire Orientation Video*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*
○ *Introduction to Safety for Drivers*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*
○ *Blood Born Pathogens*	*Standard University*
o *Hazard Communications*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *SIM-plicity*	*Classroom*

AIRPORT SERVICES

Valet Hiker Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *Tour of Standard University*	*Standard University*
○ *New Hire Orientation Video*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*
○ *Introduction to Safety for Drivers*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Safety In Motion*	*Classroom*
○ *Robbery Procedures*	*Standard University*

Week Three

○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*
○ *Information Security Awareness (PCI)*	*Standard University*

Week Four

○ *Blood Born Pathogens*	*Standard University*
○ *Non-harassment and Diversity*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *Training Assessment*	*Classroom*

Minimum Annual Refresher Schedule:

January - *Information Security Awareness (PCI)*

April – *First Impressions and a Proper Greeting*

July - *Code of Business Conduct*

November - *Calming Upset Customers*

AIRPORT SERVICES

LPI Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *Tour of Standard University*	*Standard University*
○ *New Hire Orientation Video*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*
○ *Introduction to Safety for Drivers*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Safety in Motion*	*Classroom*
○ *Robbery Procedures*	*Standard University*

Week Three

○ *Information Security Awareness (PCI)*	*Standard University*
○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*
○ *Spill Kit Procedures*	*Classroom*

Week Four

○ *Blood Born Pathogens*	*Standard University*
○ *Non-Harassment and Diversity*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *Training Assessment*	*Classroom*

Minimum Annual Refresher Schedule:

January - *Information Security Awareness (PCI)*

April – *First Impressions and a Proper Greeting*

July - *Code of Business Conduct*

November - *Calming Upset Customers*

AIRPORT SERVICES

Maintenance Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *Tour of Standard University*	*Standard University*
○ *New Hire Orientation Video*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*
○ *Introduction to Safety for Drivers*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Safety In Motion*	*Classroom*
○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*
○ *Spill Kit Procedures*	*Classroom*

Week Three

○ *Robbery Procedures*	*Standard University*
○ *Information Security Awareness*	*Standard University*

Week Four

○ *Blood Born Pathogens*	*Standard University*
○ *Non-harassment and Diversity*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *Training Assessment*	*Classroom*

Minimum Annual Refresher Schedule:

January - *Information Security Awareness (PCI)*

April – *First Impressions and a Proper Greeting*

July - *Code of Business Conduct*

November - *Calming Upset Customers*

AIRPORT SERVICES

Transportation Assistant
Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *New Hire Orientation Video*	*Standard University*
○ *Tour of Standard University*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Safety In Motion*	*Classroom*
○ *Robbery Procedures*	*Standard University*
○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*
○ *Introduction to Safety*	*Standard University*

Week Three

○ *On the Job Training – Customer Service Booth*	*Associate Trainer*
○ *Information Security Awareness (PCI)*	*Standard University*
○ *Email Etiquette*	*SU Classroom*
○ *Telephone Skills*	*SU Classroom*

Week Four

○ *Blood Born Pathogens*	*Standard University*
○ *Non-harassment and Diversity*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *Training Assessment*	*Classroom*

Minimum Annual Refresher Schedule:

January - *Information Security Awareness (PCI)*

April – *First Impressions and a Proper Greeting*

July - *Code of Business Conduct*

November - *Calming Upset Customers*

AIRPORT SERVICES

Valet Cashier Training Schedule

Pre-Frontline

○ *New Hire Orientation*	*Classroom*
○ *Three Keys to Customer Satisfaction*	*Classroom*

Week One

○ *On the Job Training*	*Associate Trainer*
○ *Tour of Standard University*	*Standard University*
○ *New Hire Orientation Video*	*Standard University*
○ *Three Keys to Customer Satisfaction*	*Standard University*
○ *Introduction to Safety for Drivers*	*Standard University*

Week Two

○ *First Observer*	*Standard University*
○ *Safety In Motion*	*Classroom*
○ *Information Security Awareness (PCI)*	*Standard University*

Week Three

○ *Leading the Way: Environmental Protection & Compliance*	*Standard University*
○ *Robbery Procedures*	*Standard University*

Week Four

○ *Blood Born Pathogens*	*Standard University*
○ *Non-Harassment and Diversity*	*Standard University*
○ *Code of Business Conduct*	*Standard University*
○ *Training Assessment*	*Classroom*

Minimum Annual Refresher Schedule:

January - *Information Security Awareness (PCI)*

April – *First Impressions and a Proper Greeting*

July - *Code of Business Conduct*

November - *Calming Upset Customers*

OPERATOR TRAINING PROGRAM CHECKLIST

CLASSROOM TRAINING

- ☐ Operator Training Program Introduction
- ☐ Operator Training Program Basics
- ☐ Overview of the Employee Handbook and Code of Business Conduct
- ☐ DOT Policies and Procedures
- ☐ General Safety and Compliance
- ☐ Preparing to Drive the Vehicle
- ☐ Driving the Vehicle
- ☐ Emergency Protocol
- ☐ SP + Drug and Alcohol Policy
- ☐ Accidents
- ☐ Transporting Passengers
- ☐ Transporting Passengers with Disabilities and Medical Conditions
- ☐ Location Tour (restrooms, time clock, schedules, lunch room, smoking area, offices)
- ☐ If your location uses Zonar, you may want to discuss it here

YARD TRAINING

- ☐ Pre and Post Trip Inspection
- ☐ Vehicle Fueling Process
- ☐ Vehicle Lights
- ☐ Shifting the Vehicle
- ☐ Bus feature overview
- ☐ Signaling
- ☐ Turning (Hand over Hand method, right and left turns)
- ☐ Navigating intersections
- ☐ Navigating railroad crossings
- ☐ Managing special hazards

- [ ] Bus feature overview
- [ ] Mirror adjustments
- [ ] Backing the vehicle
- [ ] Securing the vehicle
- [ ] End of shift protocol
- [ ] Emergency protocol (fire, flood, sick passenger, robbery, vehicle hijacking, mechanical failure)
- [ ] Using the warning triangles
- [ ] Greeting Passengers
- [ ] Luggage lifting demonstration and group participation
- [ ] Zonar – if it is used by your location
- [ ] Demonstration of pre and post trip inspection
- [ ] Service stops
- [ ] Boarding and de-boarding passengers
- [ ] Kneeling bus and/or lifts demonstration
- [ ] Drive Cam and/or technology demonstration
- [ ] Wheelchair securement
- [ ] Demonstration of radio and radio announcements

BEHIND THE WHEEL TRAINING

- [ ] Entering and exiting the expressway
- [ ] Changing lanes
- [ ] Passing procedures
- [ ] Tour of routes and stops
- [ ] Boarding and de-boarding passengers
- [ ] Tour of routes and stops
- [ ] Tour of routes and stops
- [ ] Tour of routes and stops
- [ ] Tour of maintenance and gas facilities
- [ ] Operator driving practice

REQUIRED ASSESSMENTS

- [ ] TO BE COMPLETED AFTER CONTENT IS APPROVED

Table of Contents

MODULE 1: OPERATOR TRAINING PROGRAM INTRODUCTION 1

- Welcome to SP+ Transportation! 1
- Overview of SP Plus Corporation 1
- Overview of SP+ Transportation 2
- New Hire Paperwork 2
- Compliance & Other Online Courses 2
  - Other Courses Available Online at SP+ University 2
- References for this Program 3
- Training Program Structure 3

MODULE 2: OPERATOR TRAINING PROGRAM BASICS 4

- Module Objectives 4
- DOT Operators vs. Non-DOT Operators 4
  - What Defines an SP+ DOT Location – Our Policy 4
- Commercial Operator's License 4
- Operator Administrative Duties 5
- Driver vs. Operator 5
- Radio Communication 6
  - Communications with Dispatch 6
    - Radio Codes 6
    - Operator's Alphabet 7
- Time Clock/Military Time Conversion Chart 7
- Refusal to Board Passengers Who Are Under the Influence 8

MODULE 3: EMPLOYEE HANDBOOK REVIEW 9

- Please refer to the separate document titled Employee Handbook for this module. 9

MODULE 4: DOT POLICIES AND PROCEDURES 10

- Please refer to the separate document titled DOT Policies and Procedures Manual for this module. 10

MODULE 5: GENERAL SAFETY AND COMPLIANCE 11

- Module Objectives 11
- Motor Vehicle Safety 11
- Federal Regulations 11
- Basic Safety Principles 12
  - Safe Driving Practices 12
- Safety as a Shared Responsibility 13
- Supervisor Responsibility 14
- OSHA Compliance 15
  - Work-Related Injuries and Illnesses 15
  - Restricted Work Activity 15

MODULE 6: PREPARING TO DRIVE THE VEHICLE 17

Module Objectives 17
Performance and Driving Skills 17
Pre and Post-Vehicle Inspections 17
Conducting a Pre and Post-Trip Inspection 18
Abiding by the Laws 19
Yellow Line 19
Passenger Overloading 19
Route Assignments 19
Necessary Logs and Documentation 20
Fueling the Vehicle 21
Lights and Driving in Darkness 22
Shifting Review 22

MODULE 7: DRIVING THE VEHICLE 23

Module Objectives 23
Starting the Vehicle 23
Entering an Expressway 24
Exiting an Expressway 25
Changing Lanes 26
Passing Procedures 26
Turning the Vehicle 27
Signaling 27
Hand-Over-Hand Turning Method 28
Right Turn Procedures 29
Right Turn with Parked Cars 29
Left Turn Procedures 30
Intersections 30
Entering Four-Way Intersections 31
Passing While in an Intersection 31
Avoiding Accidents at Intersections 31
Railroad Crossings 32
Special Hazard Indicators 32
Defensive Driving 32
Defensive Driving Tools 33
Following Distance 33
Following Distance for Moving Vehicles 34
Following Distance for Stopped Vehicles 34
Slowing and Stopping 34
Braking and Stopping Distance 35
Braking Tips 35
Mirror Adjustments 36
Left & Right Side Mirror Adjustment 36
Overhead or Interior Rearview Mirror 38
Differences between Commercial and Standard Vehicles 39

Advantages to Driving a Commercial Vehicle 39
Controlling Vehicle Skids 39
Backing the Vehicle 40
Right Lane Driving 41
U-Turns 41
Securing the Vehicle 42
End of Shift Protocol 42

MODULE 8: EMERGENCY PROTOCOL 43

Module Objectives 43
Emergency Situations 43
Fire 43
Passenger Evacuation Procedure 44
Flooding 44
Sick or Injured Passenger 45
Robbery 45
Post- robbery procedure: 45
Vehicle Hijacking 46
Mechanical Road Failure 46
Warning Triangle 47
Emergency Parking Brake 47

MODULE 9: ACCIDENTS 48

Module Objectives 48
Types of Accidents 48
Vehicular and Non-Vehicular Accidents 48
Preventable and Non-Preventable 49
Determining if an Accident was Preventable 49
About Drive Cam 50
Accident Scenarios 50
Struck in Rear by Other Vehicle 50
Struck While Parked 50
Mechanical Defect or Breakdown Accidents 51
Side-swiped or Head-on Collisions 51
Striking Other Vehicle in Rear Collisions 51
Accidents at Intersection 51
Backing Accidents 52
Accidents While Passing or Being Passed 52
Accidents while Entering Traffic (Merging) 52
Accidents Involving Pedestrians and Bicycles 53
Accidents Involving Railroad Crossings 53
Miscellaneous Accidents 53
When an Accident Occurs 53
Notify Dispatch 54
Leaving the Scene 54
Accident Investigation and Review Protocol 55

Reporting 53
Investigating 53
Necessary Documentation 55
Accident Register 55
Claims Management 57

MODULE 10: SP+ DRUG AND ALCOHOL POLICY 58

Module Objectives 58
Mandatory Post-Accident Drug and Alcohol Testing 58
Reasonable Suspicion Testing 59

MODULE 11: TRANSPORTING PASSENGERS 60

Module Objectives 60
Professionalism 60
Greeting Passengers 61
Assisting Upset Passengers 62
Luggage Lifting 62
Luggage Lifting Techniques 63
Service Stops 65
Hazards at Service Stops 66
Near Intersection 66
Left Rear Angled Out 66
A Service Stop after a Left Turn 66
A Far Side Stop 66
The Boarding Zone 66
Overcoming Blocked Boarding Zones 67
Boarding Passengers 68
De-Boarding Passengers 68
Accepting Customer Tips 69
Passenger Announcements 69

MODULE 12: PASSENGERS WITH DISABILITIES AND MEDICAL CONDITIONS ... 70

Module Objectives 70
Americans with Disabilities Act (ADA) 71
Defining a Disability 71
Physical and Mental Impairments 71
Major Life Activity 71
Mobility Aids and the Law 72
Complying with the Laws on Disabilities 72
Serving Passengers with Disabilities 72
Disability Myth vs. Fact 73
Appropriate Terminology 73
Medical Conditions that may Require Special Attention 75
Epilepsy 75
Multiple Sclerosis 75
Cerebral Palsy 76

Visual Impairments 76
Hearing Impairments 77
Communicating with the Hearing Impaired 78
Emotional Disabilities 78
Mental Disabilities 78
Verbal Disabilities 78
GUIDE DOGS 79
OFFERING ASSISTANCE 79
LIFT PLATFORM GUIDELINES 79
Assisting with the Stairs 81
WHEELCHAIR MANAGEMENT 81
Wheelchair Etiquette 81
General Wheelchair Safety 82
SECURING MANUAL WHEELCHAIRS 82
SECURING A THREE-WHEELED SCOOTER 83
RELEASING THE SECURING SYSTEM 84
UNLOADING PASSENGERS IN WHEELCHAIRS 84

GLOSSARY 86

EXHIBIT 10 – MARKETING PROGRAM

SP+ Airport Services and R solutions have developed successful airport parking marketing programs that increase market share, build loyalty and increase bottom line revenues.

From competitive analysis and reward fulfillment, to the latest interactive marketing techniques, these turn-key programs have helped build customer loyalty and revenues for on-airport parking.

AKRON-CANTON AIRPORT

MEMPHIS INTERNATIONAL AIRPORT

BRADLEY INTERNATIONAL

CLE

Kansas City International Airport

Mobile Regional Airport

BUFFALO NIAGARA INTERNATIONAL AIRPORT

Louis Armstrong New Orleans International Airport

COMING SOON

Green Airport simply more.

Case Study:

KANSAS CITY INTERNATIONAL AIRPORT (KCI)

SP+ AIRPORT SERVICES

R solutions℠
Merchandising • Promotions
Marketing

In 2005 R solutions and Standard Parking implemented a two-phase marketing approach to gain additional market share.

Phase 1: "Cruise – In / Cruise – Out" Sweepstakes

Carnival

- Developed to attract off-airport parking customers, create excitement, and build the database for future targeted promotions

- All customers that parked on-airport were entered into a sweepstakes for a **FREE** Carnival Caribbean Cruise for two

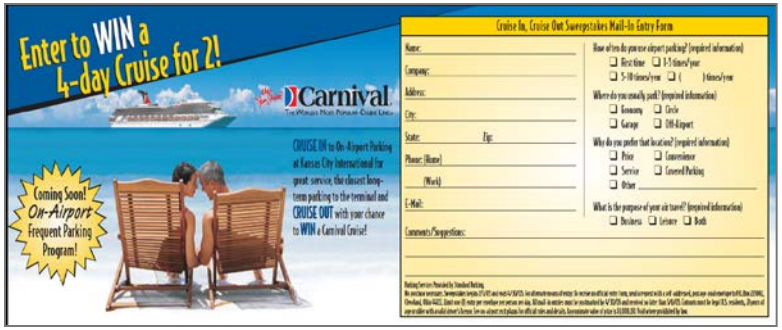
- Customers received one entry for each day parked

Marketing efforts included:

- Billboards
- Radio Campaign
- Newspaper Ads
- On-Airport Lot Signage
- Bus Signage
- In-Terminal TV Spots
- Online Banner Ads
- Customer Mail-In Registration Forms
- Website with Registration Form
- Press Release

Billboard

Exit Plaza Sign



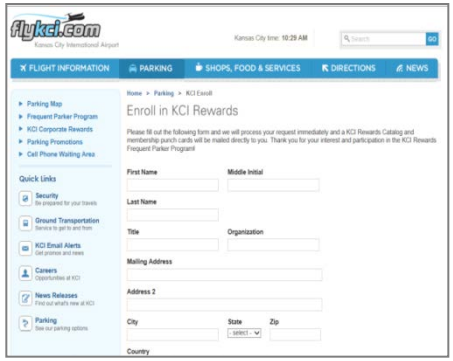
Mail-In Registration Form

Phase 2: KCI Rewards Frequent Parker Program

Parking customers enrolled via mail-in registration form or online at www.flykci.com.

Mail-In Registration Form

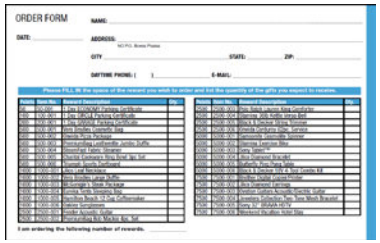
Online Registration Form

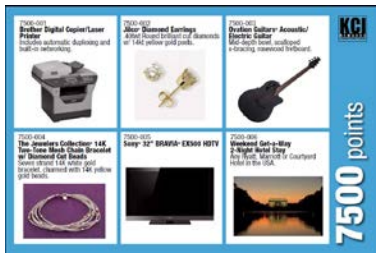


Members receive 1 punch (10 points) for each day of PAID parking.

KCI Rewards Frequent Parker Program Punch Card

R solutions fulfilled a membership packet that consisted of a rewards catalog and a membership punch card.





KCI Rewards Frequent Parker Program Rewards Catalog and Order Form

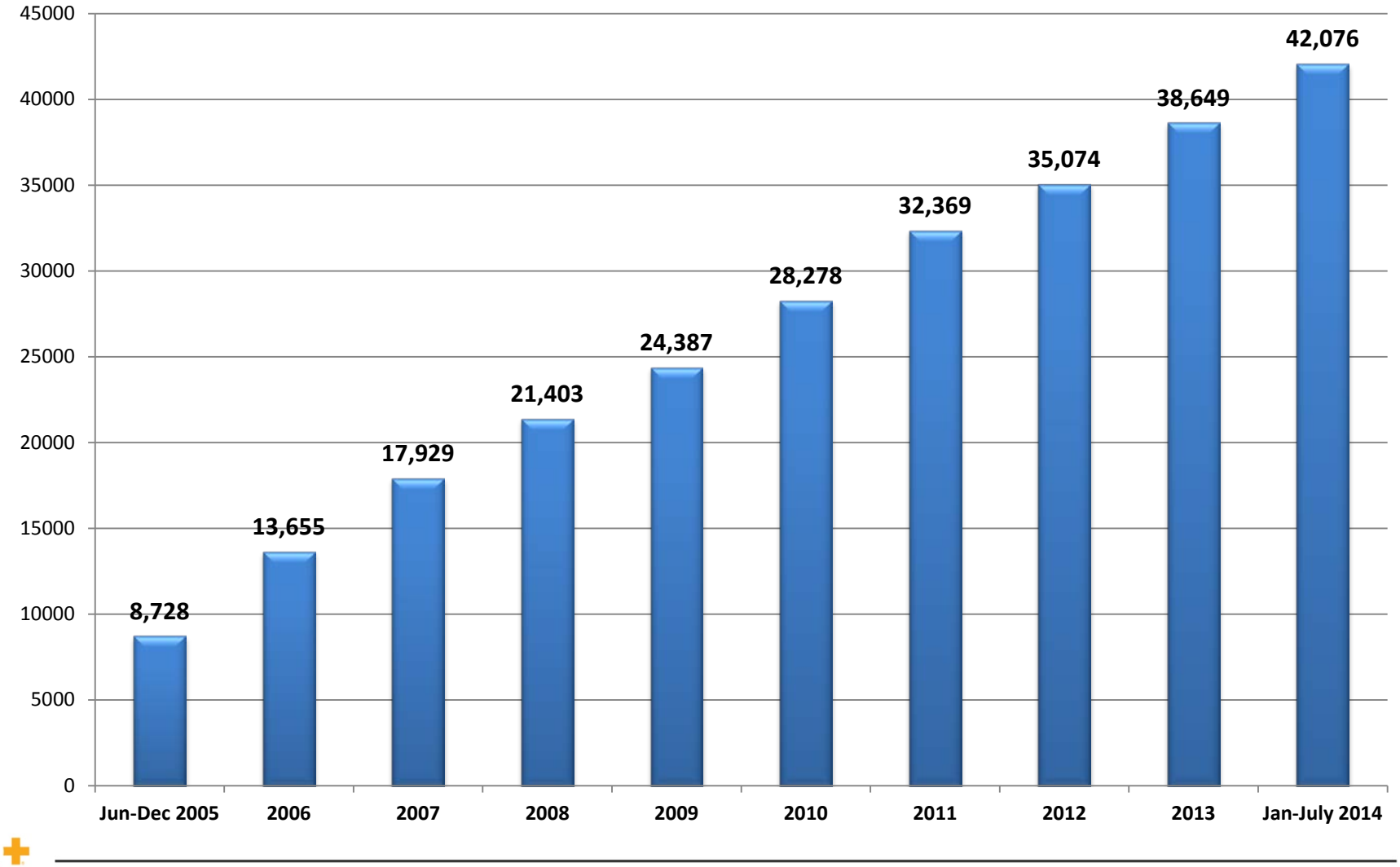
After accumulating enough points, the member can redeem for gifts or FREE parking

SP+ AIRPORT SERVICES

R solutions
Merchandising • Promotions
Marketing

KCI Frequent Parker Program Enrollment Growth Chart

OLD MANUAL PROGRAM



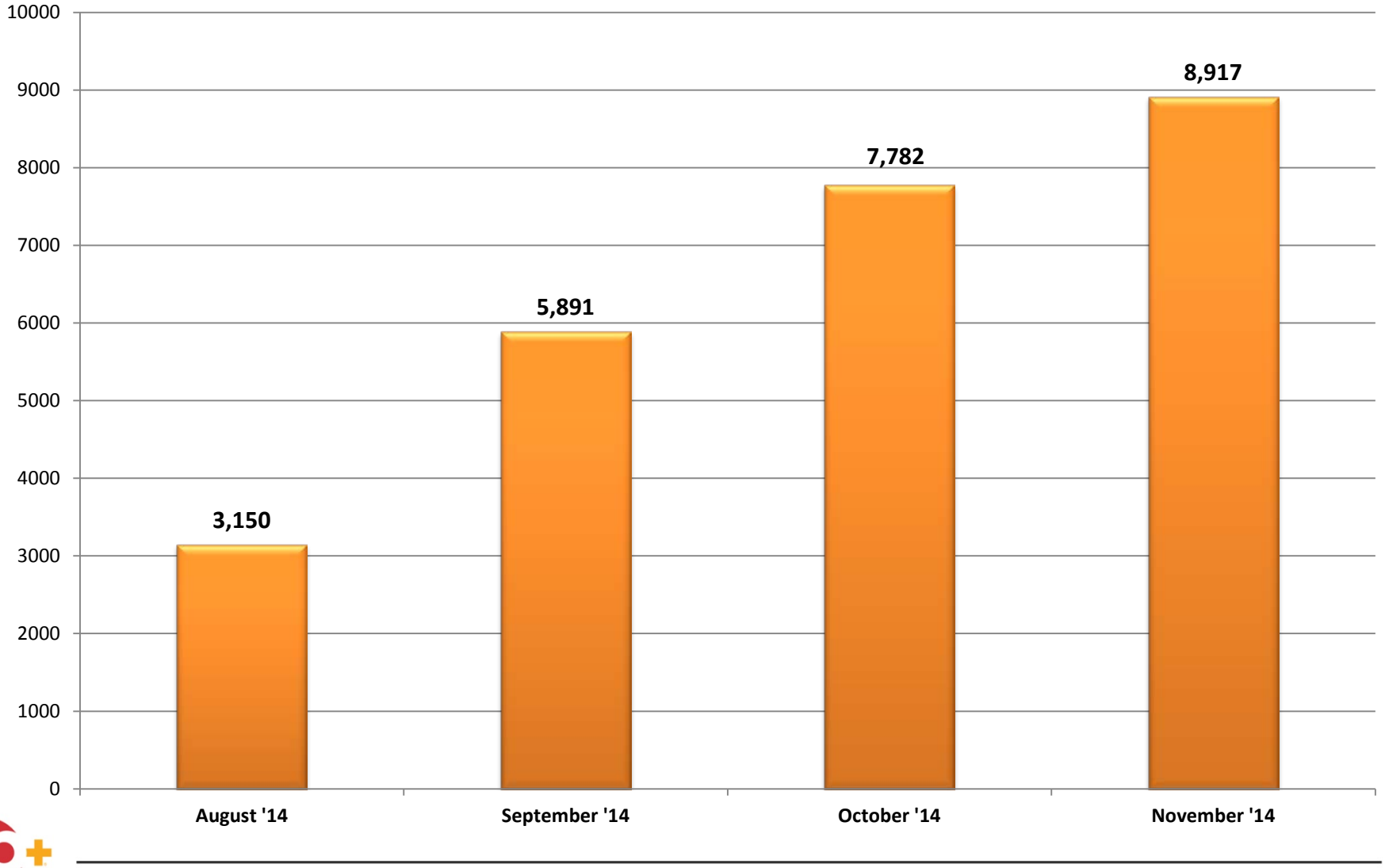
SP+ AIRPORT SERVICES

R solutions℠ Merchandising • Promotions Marketing

Transition to a FULLY AUTOMATED KCI Rewards Frequent Parker Program (using Proximity Card Technology)

- Launched August, 2014
- New automated program provides customers with the convenience of easy-in, easy-out parking with their Automated Pass
- The New Automated Program allows customers to manage information and redeem for rewards 24/7

KCI Rewards Frequent Parker Program Enrollment Growth Chart



AIRPORT SERVICES

R solutions
Merchandising • Promotions
Marketing

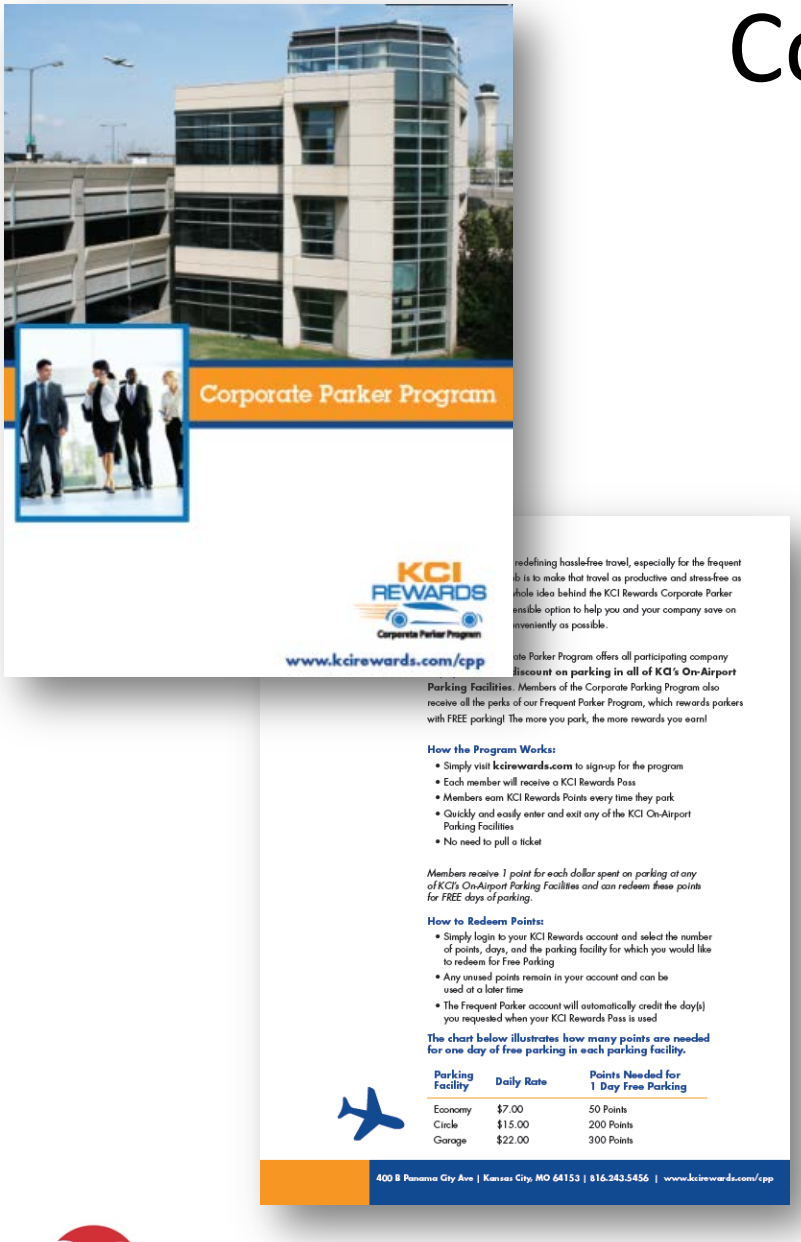
Advertising & Promotional Methods

Online Customer Enrollment Page

Lot Signage

Welcome Brochure

Cashier Handout



Corporate Parker Program

- Designed for companies who have 10+ traveling employees
- Participating organizations receive 10% off posted rates
- No Fee or contract required to join
- Enjoy all the perks of the KCI Rewards Program!

Currently, over 350 companies enrolled!

SP+ AIRPORT SERVICES

R solutions™ Merchandising • Promotions Marketing

PARK AIR® EXPRESS

Airport Valet Parking

It's So Easy!

Case Study:

PARK AIR EXPRESS

AT KANSAS CITY INTERNATIONAL AIRPORT

Park Air Express Airport Valet Parking opened in June of 2009

Location Signage

Shuttle Bus Window Graphic

Execution of an awareness marketing campaign included elements such as a customer sweepstakes, highway billboard ads, shuttle bus graphics, website, location signage and more!

Highway Billboard

Handout: Candy Mints with location information

Dedicated Parking Website
www.parkairexpress.com/kci

SP+ AIRPORT SERVICES

R solutions
Merchandising • Promotions
Marketing

Park Play Win

Sweepstakes

- This customer sweepstakes was developed to create excitement, reward customers and build a database for future targeted promotions
- All customers had an opportunity to win one of several hundred prizes ranging from FREE Parking and gas cards to the Grand Prize of FREE Parking for a year!
- Customers received a scratch-off card each time they parked that revealed an entry code. The code was then entered on a website (that also collected information to build a database) to find out which prize they had won

FREEquent Parker Program

- The Park Air Express *FREE*quent Parking Program tracks member spending through an automated system with a barcode key-tag
- Once a member reaches $250 in parking and/or car washes, they automatically earn a certificate good for, up to 3 Days of Free Parking or a Deluxe Car Wash

Member Key-Tag (Front)

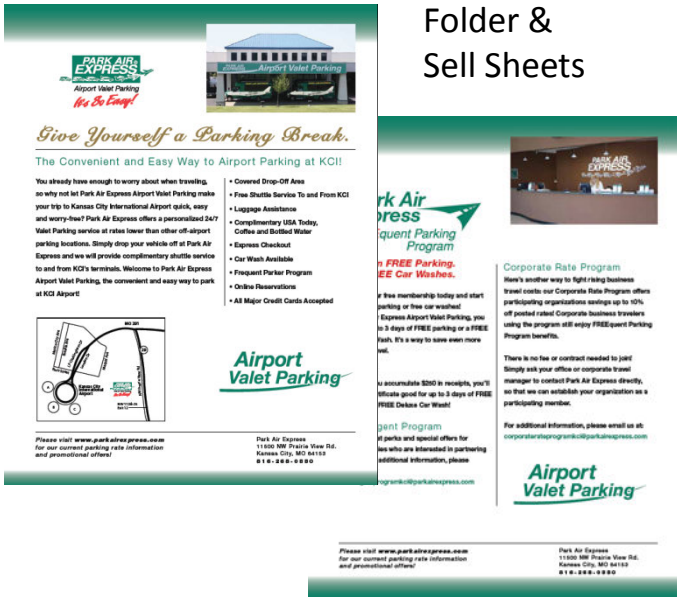
Member Key-Tag (Back)

Reward Certificate

To date there are 10,000+ Frequent Parker Program Members!

Corporate Parker Program

- Designed for companies who have 10+ traveling employees
- Participating organizations receive 10% off posted rates
- No Fee or contract required to join
- Enjoy all the perks of the FREEquent Parker Program!



Folder &
Sell Sheets

AIRPORT SERVICES

R solutions
Merchandising • Promotions
Marketing

Travel Agent Incentive Program

- The Travel Agent Incentive Program has **50+** ***participating Travel Agencies*** that exclusively use and recommend Park Air Express to their clients

- Using a 2-Day Free Parking Coupon to hand out to customers with their information stamped on the front, these travel agencies earn a quarterly 10% commission on the revenue they bring to Park Air Express

Case Study:

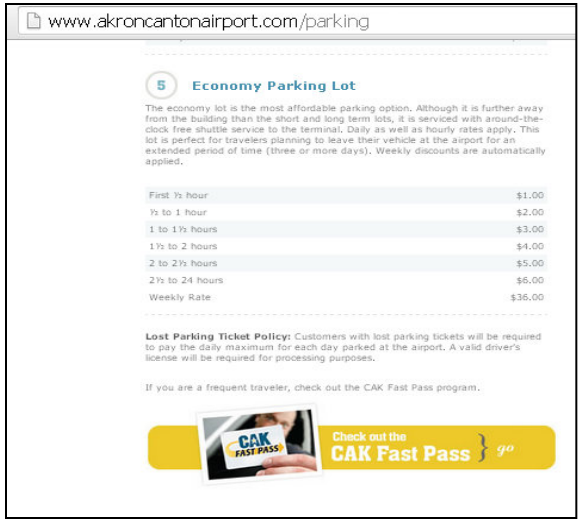
CANTON-AKRON REGIONAL AIRPORT (CAK)

- Implemented in 2008
- Easy-in, easy-out automated pass system
- Easy-to-use, secure, online account for account management
- Launch of the program included:
  - a dedicated program website
  - lot signage
  - cashier handouts
  - in-terminal advertising
  - customer membership packets

To date there are 1,700+ Fast Pass Program Members!

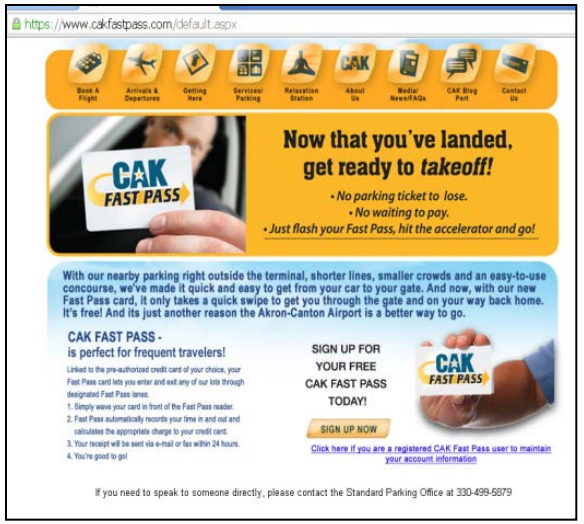
Fast Pass Customer Materials

Registration Form



Fast Pass Web Banner on Akron-Canton Airport Parking Page

Fulfillment Card with Automated Pass



CAK Fast Pass Website www.cakfastpass.com

Case Study:

BRADLEY INTERNATIONAL AIRPORT (BDL)

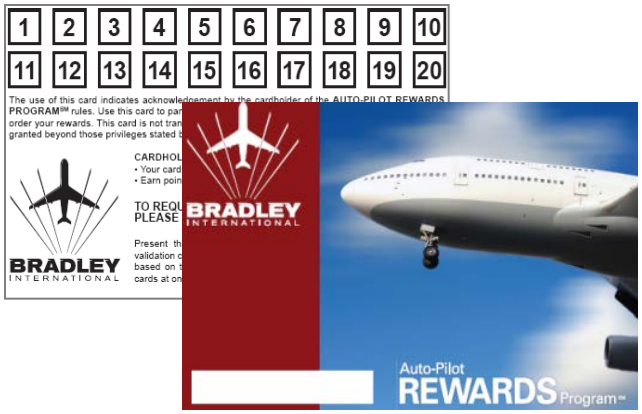
SP+ AIRPORT SERVICES

R solutions℠ Merchandising • Promotions Marketing

R solutions transitioned a turn-key, “manual” Frequent Parker Program into an efficient, online, “Auto”-mated program

The transition from manual to “Auto”-mated:

- Substituted cumbersome punch cards to one, user-friendly, Automated Pass
- Provided a transition guide “How to Convert Current Punch Cards and Parking Certificates into Online Points”
- Online accounts allow members to easily keep track of earned points and redeem for FREE parking 24/7
- Automated readers in the parking lanes provide faster entry and exit



Previous “Manual” Punch Card

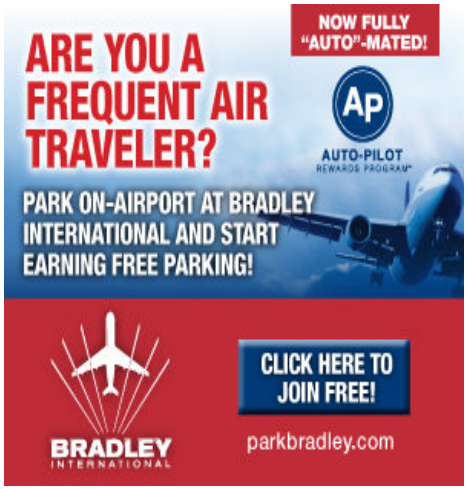
NEW Automated Pass

Advertising & Promotional Methods

Promotional/Informational E-blast

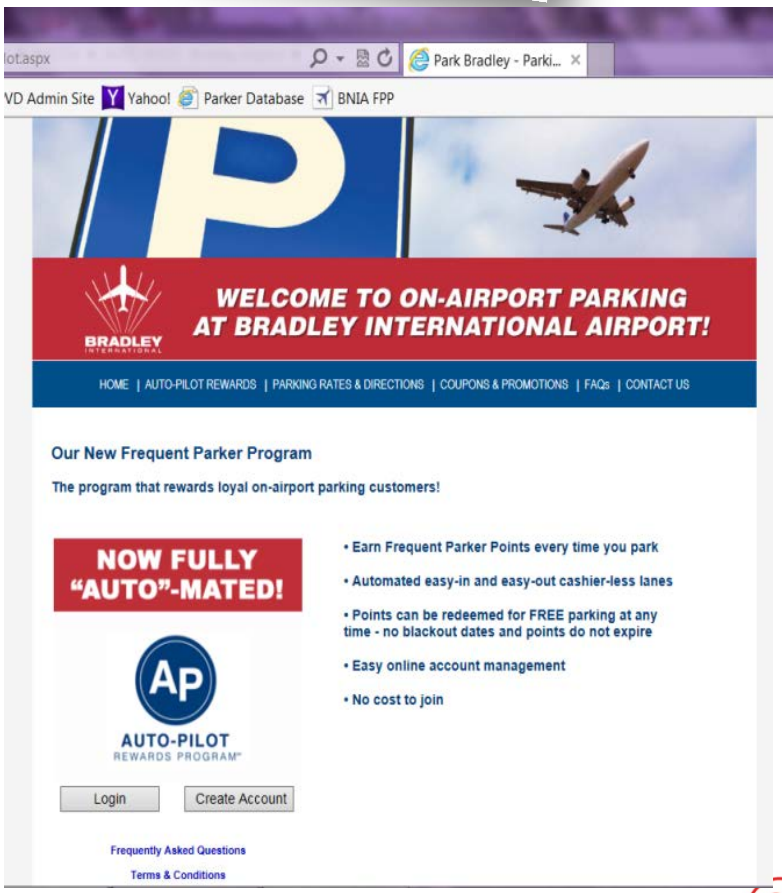
Outdoor Lot Signage

Online Banner Ad Campaign



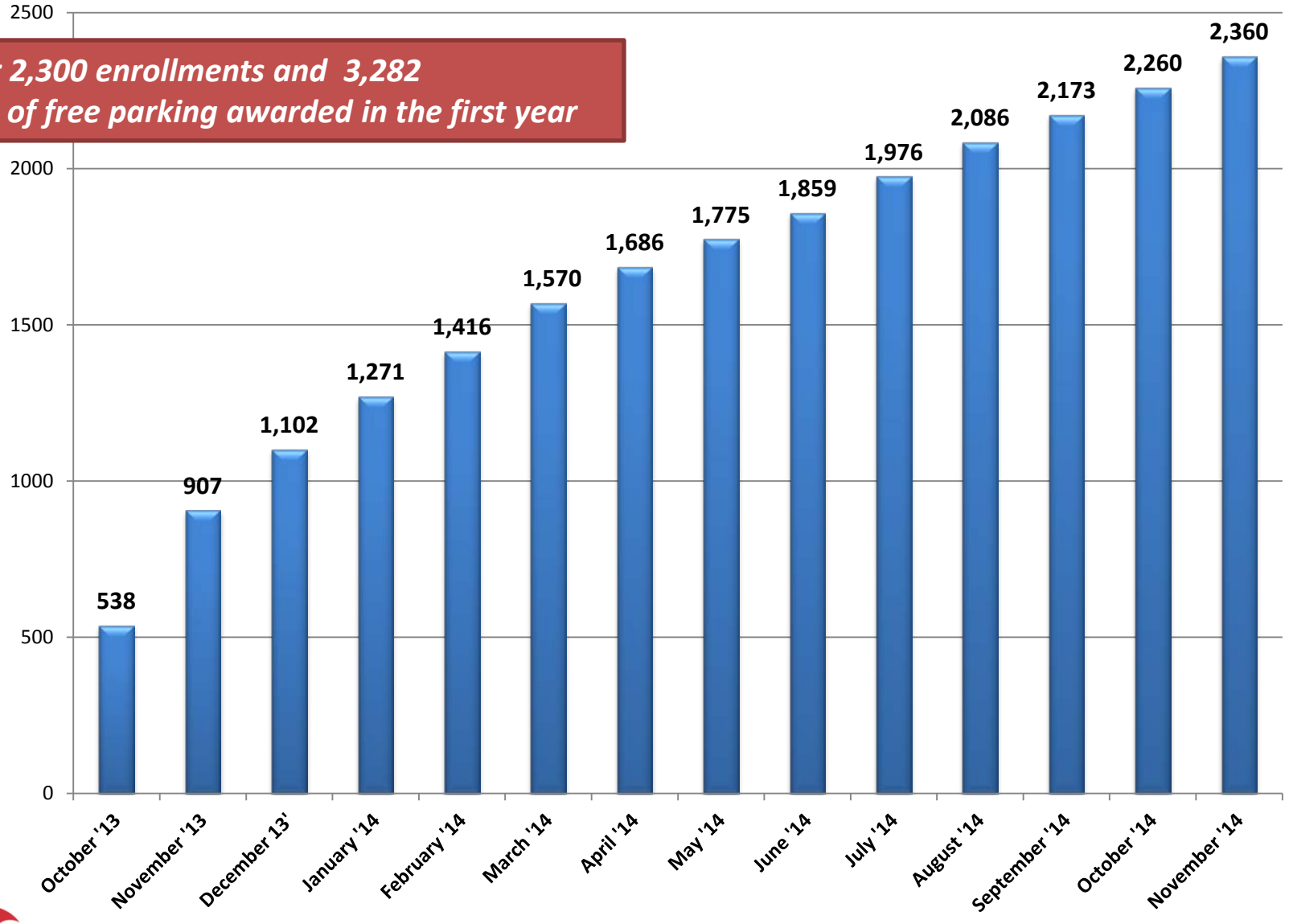
Auto-Pilot Rewards Customer Sign-Up Page

- Uses real-time, two-way communication
- Easy access for Frequent Parker Program members to set up and access accounts
- Seamless access to parking and other information with click-thru links and easy-to – use navigation tabs



Auto-Pilot Enrollment Growth Chart (Fully Automated Roll-Out)

Over 2,300 enrollments and 3,282 days of free parking awarded in the first year



SP+ AIRPORT SERVICES

R solutions℠ Merchandising • Promotions Marketing

BUFFALO NIAGARA®
INTERNATIONAL AIRPORT

Case Study:

THE BUFFALO NIAGARA INTERNATIONAL AIRPORT (BUF)

SP+ AIRPORT SERVICES

R solutions℠
Merchandising • Promotions
Marketing

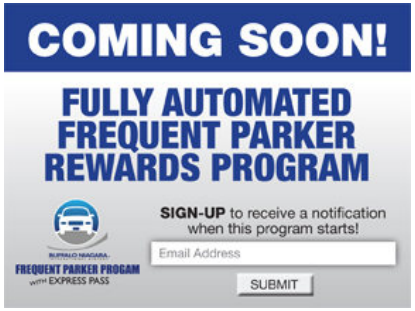
- Previously offered as a partially automated Frequent Parker Program with an easy-in, easy-out automated pass system to its parking customers
- In 2013, R solutions and Standard Parking implemented a fully automated system using the same platform but with the addition of an online account system
  - provided members with the ability to manage their account information within a secure website
- Members had to be “transitioned” into the new program via an e-mail link that allowed them to keep their current pass and established points
- Rebranding initiatives included a new Frequent Parker Program with Express Pass logo

Before

After

Parking Website Announcements

E-mail addresses were captured in a back-end database and later used to distribute an e-mail announcement about the new program



E-blasts

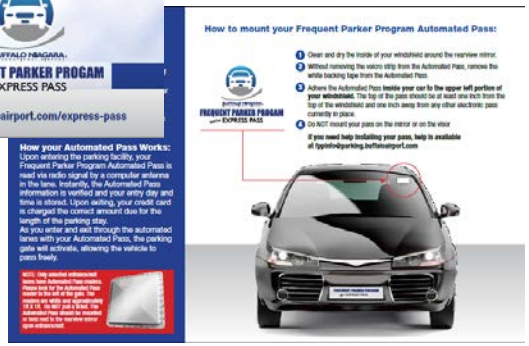
An e-blast was developed to transition current members as well as encourage non-members to join. Both contained direct links to the “Create Account Page”

On-Airport Signage

- Exit Booth
- In-Terminal
- Shuttle Booth
- Cashier Handout
- Shuttle Bus Window

Welcome Brochure w/Automated Pass

Each member receives a welcome brochure explaining how to install and use their automated pass along with an overview of how the program works.



Rewards

Customers can choose FREE parking or select from one of several different services offered through Delta Sonic Car Wash Systems.

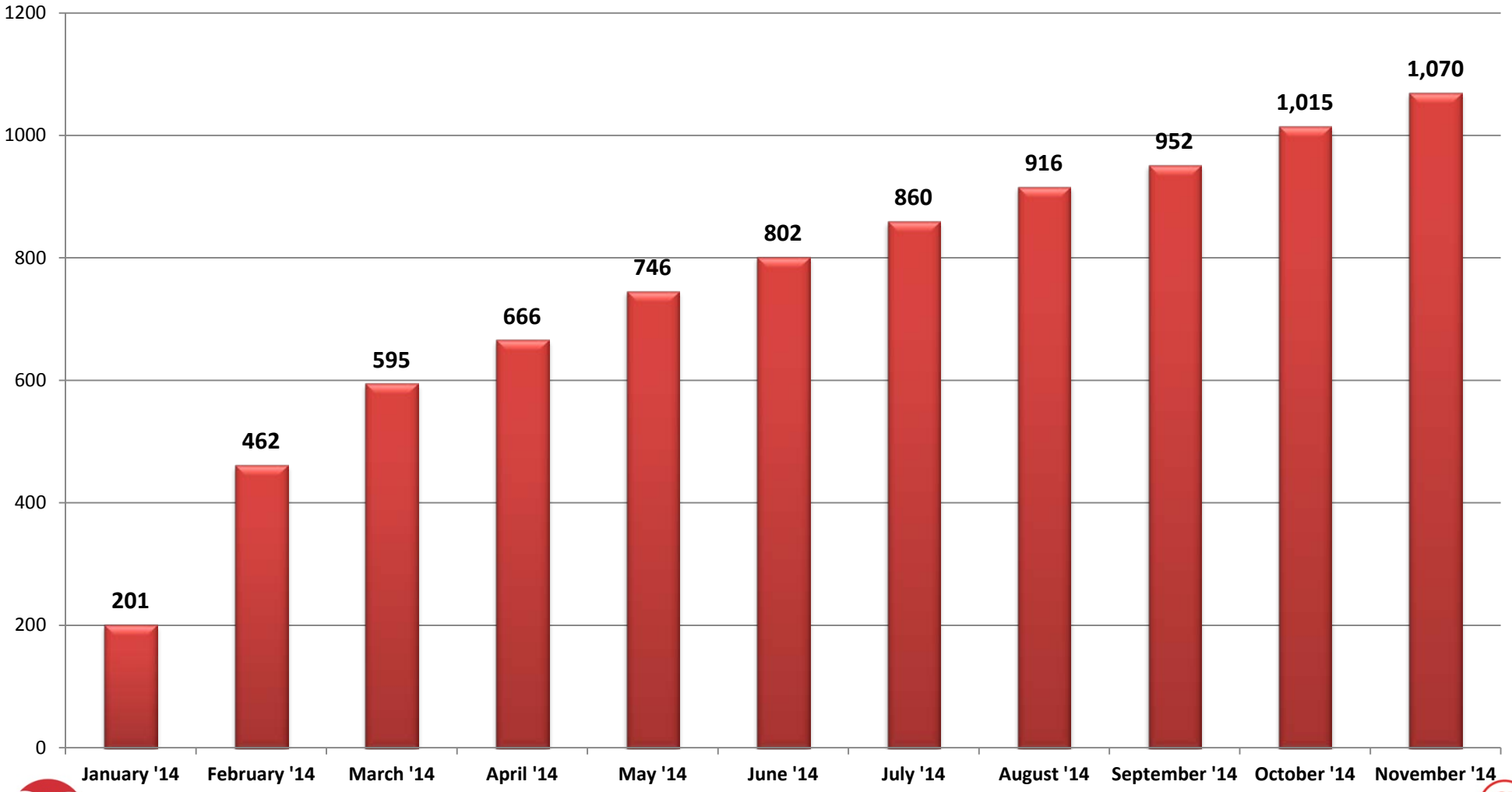
Dedicated "Parking Guide" Website

Information about the program, links to sign-in or enroll and instructions for current members on how to transition to the new program.

AIRPORT SERVICES

R solutions
Merchandising • Promotions
Marketing

BUF Frequent Parker Program Enrollment Growth Chart



SP+ AIRPORT SERVICES

R solutions℠ Merchandising • Promotions Marketing

BUF Frequent Parker Program Enrollment

SUCCESS

New Member Enrollments	640
Transitioned Members	433
Delta Sonic Redemptions	394 Certificates
Free Parking Redemptions	146 members **790 Days of Free Parking**

Case Study:

MEMPHIS INTERNATIONAL AIRPORT (MEM)

SP+ AIRPORT SERVICES

R solutions℠ Merchandising • Promotions Marketing

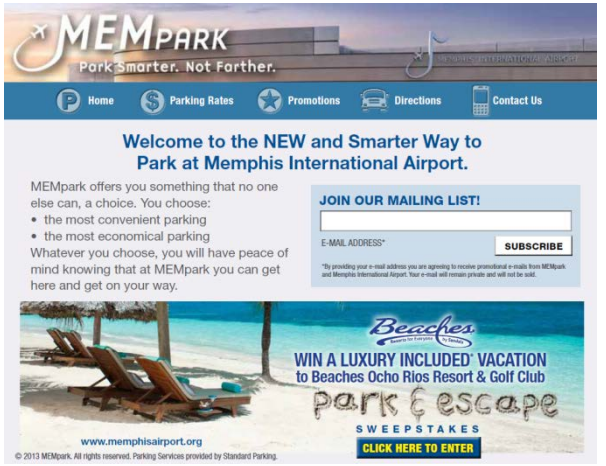
- In 2013, R solutions and Standard Parking implemented an exciting parking sweepstakes that:
  - created awareness about the airport's on-site parking and the NEW Ground Transportation Center/Economy Parking Garage
  - attract off-airport parking customers
  - build the database for future targeted promotions

The sweepstakes was supported and promoted through various elements including:

Cashier Handout

Front: Promoted the Park & Escape Sweepstakes

Back: Promoted On-Airport Parking and the NEW Economy Parking Garage



Exit Plaza Sign

Highway Billboard

COMING SOON:
MEMPARK REWARDS!!

Dedicated Parking & Promotion Website – www.mempark.com

Created for airport parking customers to view parking information, enroll in the sweepstakes and sign-up on a mailing list to receive announcements about future promotions, the launch of the Frequent Parker Program and other construction and/or parking related information.

SP+ AIRPORT SERVICES

R solutions™ Merchandising • Promotions Marketing

Mobile Regional Airport

Case Study:

MOBILE REGIONAL AIRPORT (MOB)

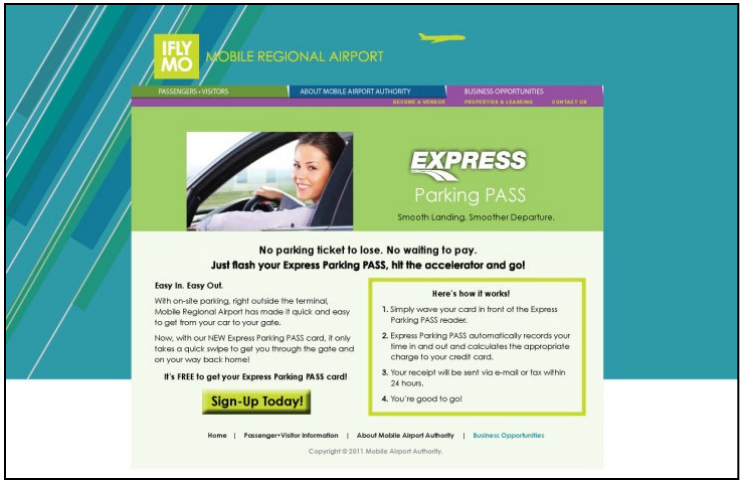
- Implemented in 2013
- Easy-in, easy-out automated pass system
- Easy-to-use, secure, online account with the ability to manage account information

EXPRESS Parking PASS

Smooth Landing. Smoother Departure.

Express Pass Materials

Cashier Handout



Express Pass Sign-Up Link on Mobile Airport Parking Page

Fulfillment Card with Automated Pass

On-Airport Signage

Green Airport
simply more.

Case Study:

T.F. GREEN INTERNATIONAL AIRPORT (PVD)

SP+ AIRPORT SERVICES

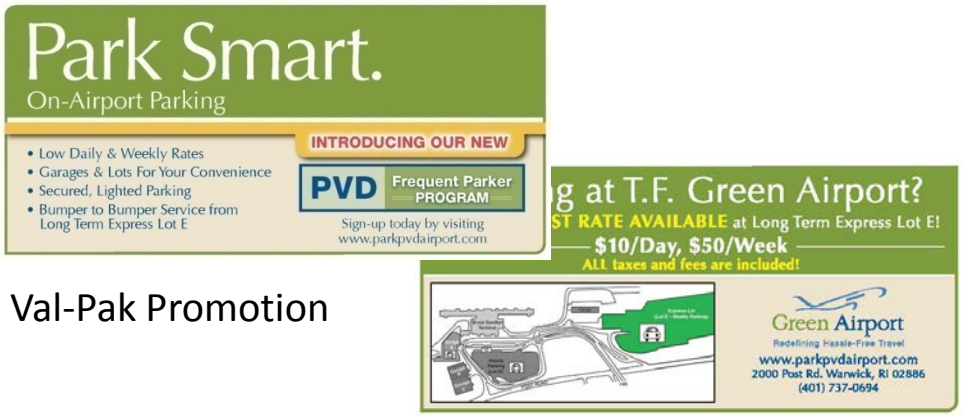
R solutions℠
Merchandising • Promotions
Marketing

- R solutions developed a turn-key program that launched an Automated Frequent Parker Program with a Kick-Off Sweepstakes
- The two-phase program has since attracted ***over 8,800 Frequent Parker Program*** members and has increased on-airport parking awareness

Kick-off Sweepstakes

- Received over 50,000 mail and email entries
- Generated a database that can be used for a number of direct marketing initiatives focusing on the advantages of parking on-airport
- Used to launch the new Frequent Parker program
- The sweepstakes database also used to send email updates announcing improvements at PVD, construction and air service updates, special offers, and other current information

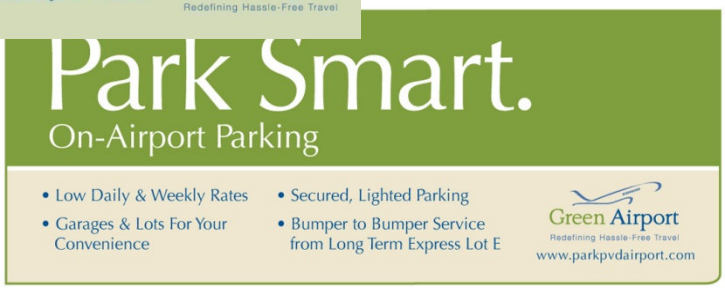
Advertising and Promotional Methods



Val-Pak Promotion

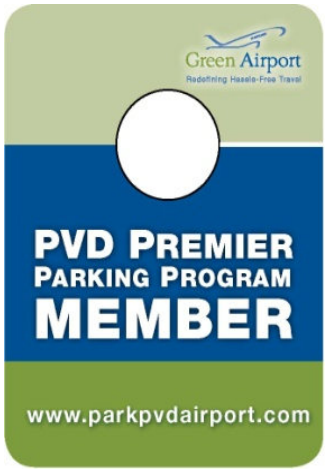
Promotional/Informational E-blast

Online Web Banner Ad



In Terminal Display Advertising

Corporate Parking & Premier Parking Programs



- Works in conjunction with the Frequent Parker Program to enhance the customer parking experience
- Services such as corporate discounts and premier parking spaces, ensure repeat usage by the customer
- Premier Parking Hangtags and Prox cards identify program participation and serve as a constant reminder of PVD on-airport parking

NEXT STEPS

Every marketing program we develop is uniquely branded and designed for the specific airport it serves.

This allows us to create a program around your specific goals – whether it be increased recognition of your own airport brand, customer appreciation, increasing market share and parking revenues, or any combination of these and more. Our program will be designed to reinforce your Airport's unique brand and identity, specific offerings and local market.

SP+ Airport Services and R solutions look forward to developing a comprehensive plan that will re-enforce the on-airport parking brand and provide tangible results in your ROI.

Thank you for your time!

EXHIBIT 11 – OFF-AIRPORT COMPETITOR ANALYSIS

Austin-Bergstrom International Airport

OFF AIRPORT COMPETITOR ANALYSIS

PARKING OPERATOR	RATES	ONLINE COUPON	FREQUENT PARKER PROGRAM	OTHER SERVICES	SOCIAL MEDIA
The Parking Spot theParkingSpot®	**Covered parking** $10.50 per day **Covered Valet Parking** $13.95 per day Includes taxes & fees	$7.95/day or $54.95/week Includes taxes & fees	**The Spot Club** • Earn one free day in as few as seven paid days. • Free Reservations • Passcard to enter and exit – no ticket • Online account management	• Car Care Services • Corporate Parking Program • Online Reservations • Continuous shuttle service • Covered, open-air and valet parking available • Always open • Fast and easy check-in & check-out • Well lit, fully-fenced • Luggage assistance • Complimentary chilled water • Complimentary USA Today	• Facebook • Twitter • Email list • Google +

PARKING OPERATOR	RATES	ONLINE COUPON	FREQUENT PARKER PROGRAM	OTHER SERVICES	SOCIAL MEDIA
Fast Park & Relax FastPark&Relax	$8.73 Daily (excluding taxes and fees)		**Relax for Rewards** **E**arn points for Free Parking. Rewards-- membership includes 24/7 online account access featuring parking history, receipt printing and point redemption	• Covered Parking • Complimentary ChargePoint EV Stations • Car to Airport Terminal Service • Complimentary Luggage Assistance • Cashier Greeting & Instructions Upon Entrance • Complimentary Newspaper Upon Entrance	Facebook Twitter Youtube Email

Flight Car 	$FREE Park with FlightCar and they rent out your car. Parking is always free even if your car isn't rented. If it is rented, they pay you.	None	None How it Works: **JOIN FREE SAVE & EARN $130 ON A 5-DAY TRIP** On the average 5-day trip, members save $100 in parking fees & make $30 in rental earnings. **GET TO THE AIRPORT WITH EASE** Free transportation to/from our location to your terminal. Your ride is quick and painless. **DO THE RIGHT THING** Minimize waste and consumption by sharing your sweet ride with others. **DROP OFF YOUR CAR** On departure day, drop off your car at our parking facility, located a few minutes from the airport. After a quick check in, we'll take you to the airport and drop you off at the terminal of your departure.	• Car wash and detail service (claim is you get your car back cleaner than when you dropped it off)	Facebook Google+

EXHIBIT 12 – CORPORATE PARKER PROGRAM COLLATERAL

KCI REWARDS

Corporate Parker Program

At KCI Airport we're redefining hassle-free travel, especially for the frequent business traveler. Our job is to make that travel as productive and stress-free as possible. That's the whole idea behind the KCI Rewards Corporate Parker Program: a simple, sensible option to help you and your company save on airport parking as conveniently as possible.

The KCI Rewards Corporate Parker Program offers qualifying companies a **10% discount on parking in all of KCI's On-Airport Parking Facilities**. Members of the Corporate Parker Program also receive all the perks of our Frequent Parker Program, which rewards parkers with FREE parking! The more you park, the more rewards you earn!

How the KCI Rewards Corporate Parker Program Works:

- Each member will receive a KCI Rewards Pass
- Members earn KCI Rewards Points every time they park
- Quickly and easily enter and exit any of the KCI On-Airport Parking Facilities through priority lanes
- No need to pull a ticket
- Online receipts and detailed parking activity that maximize time and organization

Members receive 1 point for each dollar spent on parking in any of KCI's On-Airport Parking Facilities and can redeem these points for FREE days of parking!

100 BONUS SIGN-UP POINTS

The chart below illustrates how many points are needed for one day of free parking in each parking facility.

Parking Facility	Daily Rate	Points Needed for 1 Day Free Parking
Economy	$7.00	50 Points
Circle	$15.00	200 Points
Garage	$22.00	300 Points

For more information about the KCI Rewards Corporate Parker Program or to find out if your company qualifies for this exclusive program, please contact us at cpp@kcirewards.com

400 B Panama City Ave | Kansas City, MO 64153 | 816.243.5456 | www.kcirewards.com/cpp

KCI_Corp_SalesSheet_FNL.indd 1 7/14/14 4:37 PM

WELCOME TO THE KCI REWARDS CORPORATE PARKER PROGRAM

As a Corporate Parker Program member, you are receiving a **10% discount on parking in all of KCI's On-Airport Parking Facilities;** additionally, automated pass benefits are the same as our KCI Rewards Frequent Parker Program.

The Frequent Parker Program serves as the foundation for the Corporate Parker Program with benefits including:

- **Convenience** – fast and easy automated entry and exit from the most convenient parking serving Kansas City International Airport
- **Efficiency** – easy online account set-up and management, detailed receipts sent via email upon exit, and activity records and past receipts available in your secure, online account
- **Rewards** – points accrue for parking dollars spent that you can easily redeem online for FREE Parking

Please read through the enclosed Welcome Brochure as it explains how your KCI Rewards Pass works, instructions on how to use your pass, and much more.

For more information regarding your Corporate Parker Program membership, visit **kcirewards.com/cpp**.

PVD

On-Airport Parking at T.F. Green

Corporate Parking Program

At T.F. Green Airport we're redefining hassle-free travel, especially for the frequent business flyer. Our job is to make travel as productive and stress-free as possible.

That's the whole idea behind the PVD Corporate Parking Program: a simple, sensible option to help you and your company save on airport parking as conveniently as possible.

T.F. Green Airport has the flexibility to identify a rate structure that fits your company's travel needs. Members of our Corporate Parking Program also receive all the perks of our Frequent Parker Program, which rewards parkers with free parking! The more you park, the more FREE parking you earn!

PVD Frequent Parker Program

How the Program Works:

- Visit www.parkpvdairport.com to sign-up for the program
- Each member will receive a customized Frequent Parker Program Card
- Members earn Frequent Parker Points every time they park
- Quickly and easily enter and exit any of the T.F.Green lots or garages with the Frequent Parker Program Card
- No need to pull a ticket
- Bypass the cashier booth – download your receipt from your online account

Members receive 1 point per dollar spent on parking at T.F. Green which can be redeemed for FREE days of parking.

Garage/Lot	Daily Rate	Points Needed for 1 Day Free Parking
Garage A	$25.00	250 Points
Garage B	$20.00	200 Points
Garage C	$17.00	170 Points
Short Term Lot D	$25.00	250 Points
Express Lot E	$12.00	120 Points

(Rates effective 5/1/15)

How to Redeem Points:

- Simply log-in to your Frequent Parker Program account and select the number of points, days and lot or garage you would like to redeem for Free Parking
- The Frequent Parker Program system will automatically credit the day(s) you requested when your Frequent Parker Program card is swiped upon entering and exiting
- Points can be redeemed at any time and do not expire

Standard Parking™ Green Airport Redefining Hassle-Free Travel R solutions™ merchandising • promotions • marketing

T.F. GREEEN AIRPORT----CORPORATE PARKING PROGRAM STRATEGIC PLAN

THE TEAM: RIAC, STANDARD PARKING & R SOLUTIONS

Face-to-face meetings have been set for Monday, January 24th and Tuesday, January 25th. These *"qualifying call"* meetings are with corporate travel managers. Our goal is to learn more about their traveler's parking needs and to brief them on T.F. Green's parking options and the additional benefits we offer to corporate travelers of RI based companies.

The exchange of information will be as follows:

- Determine their air travel volume and drill down to approximately how many parking trips from PVD
  - Appx. total air travel volume – preferably to find out appx how many trips per month or year
  - How many of those are from PVD?
  - How many of them park a car – versus taxi, car service or other method?
- And of those, where are they parking?
  - How many on-airport?
  - How many off-airport?

- What kind of parameters does corporate travel set for parking?
  - Is the traveling employee allowed to choose?
  - Or are there required or preferred parking locations?
- Does corporate have any contracts or arrangements with off-airport parking competitors?
  - If so, what are the terms?
  - The goal is to determine corporate motivations for promoting a particular parking option
  - Surprisingly, it's not always money
- What corporate travel tools do they utilize?
  - Online intranet
  - Outside web-based
- We ask them if/how we might get placement on corporate travel intranet or website
  - How we can make PVD a preferred parking option?

- We brief corporate travel managers on PVD's parking offerings
  - Frequent Parker
    - Free parking rewards for travelers but also ….
    - Ability to establish corporate users groups and provide them with statistics, etc.
  - Premier Parking Program
    - In addition to FPP parking rewards…
    - Premier Parking Area in Garage B

- We promote flying local – supporting PVD
  - Ties to community
  - Parking revenues stay in RI
  - Promotes greater air service and ultimately means more options from PVD

We won't offer parking discounts or rebates in these preliminary meetings, but **IF**:

- we find that they are requiring their travelers to park off-airport due to pricing
- or even encouraging them to do so and finding a greater percentage of them do
- or if they tell us that becoming a preferred parking provider is based upon pricing. Then we let them know that, depending on volume, we may be able to set up a rebate program or discounted pricing and that we will get back to them with options.

We'll provide RIAC management with details for that particular account:

- parking volumes – parking for trip originating from PVD
- % going to off-airport – this is the added revenue potential
- pricing and other terms of their off-airport agreement(s)

We will also make pricing recommendations for that particular account so that RIAC can make the final determination.

voice 440.735.9280 ext. 302 fax 440.542.1810 e-mail Radelstein@Rsolutions.us web www.Rsolutions.us

Rhode Island Airport Corporation

Green Airport
simply more.

Denise Pierson
Chief of Human Resources
General Dynamics – Electric Boat
75 Eastern Point Road
Groton, CT 06340-4989

Dear Denise,

Thank you for your interest in the Corporate Parking Program at T.F. Green International Airport (PVD). PVD offers the convenience and time-savings that frequent travelers appreciate.

At T.F. Green, we are committed to providing the services and benefits that will encourage corporate travelers to park on-airport. When travelers park at T.F Green, those parking dollars stay at T.F. Green Airport; they are re-invested into PVD's facilities and help keep costs lower for the airlines, ultimately resulting in expanded air service and lower fares for local businesses and travelers. We appreciate the opportunity to become your preferred parking option of choice.

Based upon our conversations and meetings, I would like to offer the following promotional corporate benefits to General Dynamic's travelers.

- Membership in the PVD Frequent Parker Program – program details are available at www.parkpvdairport.com and below
  - Easy web access sign-up via secure link from your corporate travel website, intranet, or anywhere else that the internet is accessed.
  - Individual account management to track parking, points, and print receipts.
- Special Pricing in Garage B
  - Garage B offers convenient covered parking, just a short walk from the PVD terminal and only $12 per day – with no additional taxes or fees. This special price represents a 37% discount off the regular daily rate.
- Special pricing in Garage C
  - Garage C also offers convenient covered parking, also just a short walk from the PVD terminal and only $10 per day and $50 per week– with no additional taxes or fees. This special price represents a 38% discount off the regular daily rate.
- Special pricing in Long Term Express Lot E
  - Lot E offers express 'bumper-to-bumper' service – our comfortable shuttles pick-up and drop-off parkers at their car – no dragging luggage across the parking lot or waiting at a bus stop. Only $8 per day and $40 per week with no additional

PVD Frequent Parker Program Highlights

Your travelers can avoid the stress of parking and save time when they utilize PVD's convenient, automated Frequent Parker program. The system ensures a smooth and trouble-free parking experience, the highest quality of service and convenience.

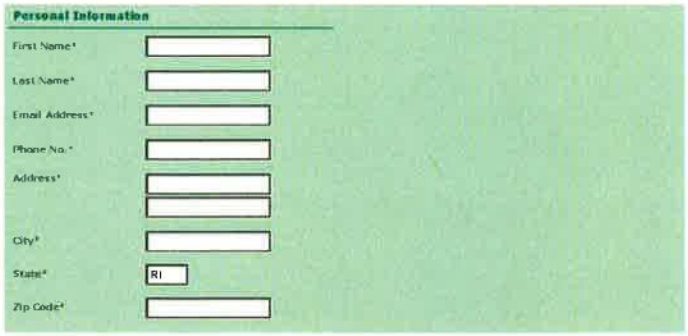
Just have your travelers visit www.parkpvdairport.com to sign up for the Frequent Parker Program. To assure that they automatically qualify for the special parking rates we are offering your travelers and so that we can provide you with periodic reports of your travelers' parking activity, please ask employees to follow these instructions upon creating an account.

In the User Name field, you can create a username that begins with "GDEB followed by your own User Name that you wish to use.

User Name must begin with **GDEB**
(Example, John Smith *User name*: GDEBjsmith) →

Under Personal Information, you must register your corporate e-mail address. Personal e-mail addresses *should* not be used if possible. Additionally, the GDEB address and phone number can also be used to link all employee accounts to the GDEB Corporate Parking Program in order to get the special pricing.

Email Address must be Corporate Email
For example, jsmith@gdeb.com →



As a member of the program they will receive a Frequent Parker Card, which is securely linked to a credit or debit card (members may keep up to two cards on file). This card allows parkers to enter any of the on-airport parking lots or garages quickly – without pulling an entry ticket. When it's time to exit, they simply present their Frequent Parker Card at the automated exit lane at the garage or parking lot – bypassing the cashier booth exits and saving valuable time. The credit/debit account on file is automatically charged/debited upon exit and within a few minutes, a detailed receipt is sent to the member's designated email account.

BUFFALO NIAGARA INTERNATIONAL AIRPORT

CORPORATE PARKER PROGAM

WITH EXPRESS PASS

At the Buffalo Niagara International Airport, our goal is to make parking for the frequent business flyer as convenient and affordable as possible.

The Buffalo Niagara International Airport's Corporate Parker Program offers Companies Great Rates plus all the benefits of the Fully Automated Frequent Parker Rewards Program!

- **Special Corporate Rates**
- **FREE Membership**
- **Monitoring Account Activity**
- **Downloading Receipts**
- **Updating Account Information**
- **Redeeming Points for FREE On-Airport Parking and other Exciting Rewards**
- **Dedicated Instant Entry and Exit Lanes**

HOW THE PROGRAM WORKS:

- Send an e-mail with your interest to corporateparking@parking.buffaloairport.com
- Companies will then receive instructions on how to enroll employees to achieve the discounted rates
- Each employee will receive a Buffalo Niagara International Airport Automated Corporate Parking Pass
- Employees earn Rewards Points every time they park on-site
- Quick and easy entry and exit from any of the BNIA parking facilities with the automated pass

These rates are effective immediately and pertain to Corporate Parker Program members.

WITH FREQUENT PARKER PROGRAM POINTS

MINIMUM ANNUAL CORPORATE PARKING EXPENDITURE*	DAILY/HOURLY GARAGE	PREFERRED PARKING LOT	LONG TERM PARKING LOT	ECONOMY PARKING LOT
No Minimum	Posted Rate (Currently $23.00)	Posted Rate (Currently $12.00)	Posted Rate (Currently $10.00)	$8.00/day max
$5,000*	$20.00/day max	Posted Rate (Currently $12.00)	Posted Rate (Currently $10.00)	$8.00/day max
10,000*	$19.00/day max	Posted Rate (Currently $12.00)	Posted Rate (Currently $10.00)	$6.50/day max
$20,000*	$18.00/day max	Posted Rate (Currently $12.00)	$9.00/day max	$6.00/day max
$30,000*	$16.00/day max	Posted Rate (Currently $12.00)	$9.00/day max	$6.00/day max

Parking rates do not include tax.
**The Annual Corporate Parking Expenditure applies to the total spent by the company not an individual employee.*
NOTE: Weekly maximum rate will not exceed published rates.

This pricing cannot be combined with any other offer or discount coupon.

WITHOUT FREQUENT PARKER PROGRAM POINTS

To qualify for this option, your company must agree to a minimum annual corporate parking expenditure of $20,000 or $30,000.

MINIMUM ANNUAL CORPORATE PARKING EXPENDITURE*	DAILY/HOURLY GARAGE	PREFERRED PARKING LOT	LONG TERM PARKING LOT	ECONOMY PARKING LOT
$20,000*	$16.00/day max	$11.50/day max	$8.50/day max	$5.50/day max
$30,000*	$15.00/day max	$11.50/day max	$8.50/day max	$5.50/day max

Parking rates do not include tax.
**The Annual Corporate Parking Expenditure applies to the total spent by the company not an individual employee.*
NOTE: Weekly maximum rate will not exceed published rates.

This pricing cannot be combined with any other offer or discount coupon.

If your Company has chosen to participate in the Corporate Parker Program without receiving "Frequent Parker Program Reward Points", reward offers do not apply.

CORPORATE PARKER PROGAM

WITH EXPRESS PASS

BUFFALO NIAGARA INTERNATIONAL AIRPORT

*HOW TO REDEEM REWARDS PROGRAM POINTS

1. Login to your account at https://fpp.parkbuffaloairport.com/fpp
2. Select “REWARDS” from the navigation bar at the top

From here, you have the option to either redeem points for FREE Parking or other exciting rewards.

For Free Parking: Select the garage or lot in which you wish to redeem your points for parking. Follow the prompts that ask for entry and exit dates. For the stay, enter and exit in the designated pass lanes as usual. Upon exiting, the system will recognize your redemption and will not charge the credit card on file but instead will use the redemption points for the item(s) selected in Step 2.

LOT OR GARAGE	POINTS NEEDED PER DAY	POINTS NEEDED PER WEEK
Daily/Hourly Garage	250/day	Weekly Rate N/A
Preferred Parking Lot	140/day	790/week
Long Term Parking Lot	110/day	550/week
Economy Parking Lot	100/day	500/week

If the alternate plan of receiving a discounted rate in lieu of rewards points is chosen, your company will not be eligible to redeem for Free Parking or Delta Sonic Rewards.

For Delta Sonic Rewards: Confirm the number of points you have available for redemption and then click on the Delta Sonic link to the right to submit for Delta Sonic Rewards.

Select the item(s) that you wish to receive and proceed to the check out form supplying your name, contact information, and mailing address. If there is a point discrepancy, the Corporate Parker Program Administration will contact you.

DELTA SONIC PRODUCT	POINTS NEEDED
Basic Wash	50
Deluxe Wash	60
Super Kiss	130
10 Min Interior - Car	100
10 Min Interior - Truck	120
Basic Oil Change	260
Express Service Car	270
Express Service Truck	290
Super Kiss & 10 Min Interior Car	290
Super Kiss & 10 Min Interior Truck	290
Interior Detail Car	900
Exterior Detail Car	900
Interior Detail Truck	1,050
Exterior Detail Truck	1,050
Professional Detail Car	1,500
Professional Detail Truck	1,650
Showroom Detail Car	2,300
Showroom Detail Truck	2,450
Ultimate Car	3,300
Ultimate Truck	3,450

**Please refer to the FAQ’s enclosed in the folder or visit http://parking.buffaloairport.com/corporateparking for detailed instructions and complete information about redeeming points as well as complete program information.*

February, 2015

Dear Travel Manager,

Thank you for your efforts in assisting with the transition of your traveling employees into the NEW Fully Automated Corporate Parker Program at the Buffalo Niagara International Airport.

We appreciate your patronage in our program!

As you welcome new traveling employees we would like to inform you of the procedural steps you (or the employee) should take to obtain a Corporate Parker Program Express Pass:

Step 1:
Visit:https://fpp.parkbuffaloairport.com/FPP/createacct.aspx?TAB5AFEASQBUAF

Step 2: Create a new account- the corporate email address of the employee should be the email address used to create this account.

Step 3: Sign up complete! A new pass will be mailed to the address listed in the online account that was created and the member will receive the corporate discount when using the express pass at the parking facilities.

Please note: If there is a need for a **replacement pass**, than the above steps should **not** be followed but instead, contact the Corporate Parker Program Administration at info@parkbuffaloairport.com and a replacement pass will be issued. A new account will **not** need to be created.

If there are any questions about the Corporate Parker Program, please feel free to contact us at info@parkbuffaloairport.com or call 1-877-735-9280 (between the hours of 8am-5pm EST, Monday - Friday). From Canada, please call 1-440-735-9280.

To return a pass and cancel the account, please return the address to the below address. Once it is received the account associated with it will be closed:
BNIA CPP Reward Headquarters
PO Box 39125
Cleveland, OH 44139

Sincerely,
Corporate Parker Program Administration

BUFFALO NIAGARA INTERNATIONAL AIRPORT

CORPORATE PARKER PROGAM

WITH EXPRESS PASS

WELCOME TO THE BUFFALO NIAGARA INTERNATIONAL AIRPORT CORPORATE PARKER PROGRAM

As a Corporate Parker Program member, you are receiving great rates; plus, automated pass benefits of the Frequent Parker Program.*

The Frequent Parker Program serves as the foundation for the Corporate Parker Program with benefits including:

- **Convenience** – fast and easy automated entry, and exit from, the most convenient parking serving the Buffalo Niagara International Airport
- **Accessibility** – easy online account set-up and management, notification of transaction will be e-mailed upon exit, activity records and past receipts available in your secure, online account
- **Rewards*** – points accrue for parking dollars spent that can easily be redeemed online for FREE Parking and other rewards

Please read the enclosed Welcome Brochure as it explains how your automated pass works, instructions on how and where to mount your pass, as well as well as information for the designated, easy entry/exit lanes.

**If your Company has chosen to participate in the Corporate Parker Program without receiving "Frequent Parker Program Reward Points", reward offers do not apply.*

For more information regarding your Corporate Parker Program Membership, refer to the FAQ's found at parking.buffaloairport.com/corporateparking, or e-mail us at corporateparking@parking.buffaloairport.com.

BUFFALO NIAGARA
INTERNATIONAL AIRPORT

CORPORATE PARKER PROGAM

WITH EXPRESS PASS

parking.buffaloairport.com/corporateparking

EXHIBIT 13 – MANCHESTER AIRPORTS GROUP USA

PROPOSAL TO AUSTIN BERGSTROM INTERNATIONAL AIRPORT

MAG USA Commercial Proposal in Partnership with SP+ Response to ABIA Parking Operations Management Services RFP

CONTENTS

Introduction	3
Meet the Team	4
The MAG Journey	5
Financial Performance	9
Case Studies	10
Our Proposal for ABIA	13
Final Considerations	15

MAG USA

INTRODUCTION

MAG USA is delighted to present our proposal to Austin Bergstrom International Airport (ABIA) for the commercial strategy and trading of the ABIA car parking lots and garages in partnership with SP+.

MAG USA is an airport management and services company based in the United States and it was launched to bring three of our unique products and services to the U.S.:

- Car Parking Services
- ESCAPE Lounge
- Public-Private Partnership (P3) Redevelopments of commercial airport real estate

We are wholly-owned by the largest U.K. owned airport operator, Manchester Airports Group (MAG). MAG is the fastest growing U.K. airport group, owning and operating 4 airports in the U.K. contributing more than $6bn to the UK Economy.

With a proven track record in transforming airport car parking into a highly profitable business, MAG has achieved significant revenue and yield growth across each of our U.K. airports while simultaneously enhancing the customer experience. ABIA presents an exciting opportunity to replicate this success, with many of the challenges facing ABIA, previously experienced by MAG.

While MAG USA is a newcomer to the United States, it combines the experience, expertise and support of MAG. As an airport operator ourselves, we are acutely aware of the challenges facing airports today, particularly in the airport car parking sector. Intense competition from competing modes of transport, a rapidly evolving digital landscape and customers' increasing desire for service excellence at competitive price points, makes it ever more important that our airport car parking services keep pace.

Our strategic and commercial expertize in this market, combined with our innovative approach to product development, has given us a formula that we're confident will drive sustainable long-term yield growth for ABIA.

Rosemarie Andolino
CEO & President
MAG USA

MEET THE CAR PARKING SERVICES TEAM

Patrick Heck
VP - Commercial
MAG USA

Patrick is the Vice President responsible for Car Parking and Public-Private Partnerships for Manchester Airport Group's U.S. based business. Patrick oversees all business development and operations for car parking and terminal development, bringing a wealth of experience form the U.S. aviation industry, having previously served as the Chief Financial Officer of Denver International Airport. Prior to holding that position, Patrick was the Deputy Manager of Aviation for Revenue Development at DEN, overseeing all revenue streams, including car parking, car rental, concessions, and real estate development. Before joining DEN, Patrick held numerous financial and operational positions for United Airlines from 2000-2006.

Nolan Hough
Managing Director
MAG Car Parking Services

Nolan is the Managing Director responsible for Group Car Parking Services, with revenues in excess of $175 million. Through the successful implementation of key market growth strategies, Nolan's division is one of the fastest growing and most profitable non-aero streams for the Group. Nolan is responsible for all revenue management, e-commerce, distribution and product strategy. He has a wealth of experience in bringing new products to market, tapping into new and lucrative revenue streams.

Most recently, Nolan executed a new strategy within this sector, following the acquisition of London Stansted Airport. Within 12 months revenues are now outstripping passenger growth, well into double figures. Reporting to the Managing Director MAG Services, Nolan leads the commercial function to ensure revenues are maximized through sophisticated yield management techniques, distribution strategies and investment opportunities.

This delivers incremental revenue per passenger, whilst maintaining upper quartile in ASQ. Prior to joining MAG, Nolan was Market Manager for Sennheiser Electronic GMBH and Co, responsible for distribution sales into the U.S, Latin America and Canada.

John Wildman
Head of Systems Integration
MAG Car Parking Services

John is a Qualified Chartered Accountant (ACA), who has advised some of the largest companies in the UK on process, system developments and data validation. In his current role, John oversees the e-Commerce and Business Intelligence System developments, which play a fundamental role in delivering the Pricing & Reporting Strategy. He has also led on the multi-million pound Car Park Barrier System tender for East Midlands Airport, which is due to be installed in February 2016.

MAG has benefitted from John's extensive knowledge of all the systems involved in delivering a profitable and efficient Car Park Business. His understanding of the end to-end process and system integration proves vital in running a successful operation. More recently, John also facilitated an audit and data validation programme, plus a review of the MAG Payment Service Providers for both the Car Park Barrier Systems and e-Commerce solutions.

1. THE MAG JOURNEY

1.1 - BACKGROUND

MAG is the largest UK-owned airport operator, currently operating four airports (Manchester, London Stansted, East Midlands & Bournemouth).

We have a history of delivering commercial success while enhancing customer experience and the numbers speak for themselves:

- Up to 100,000 cars parked at any one time across our airports
- A combined annual car parking income of $184m in FY16
- 2.3 million online bookings in 2014
- Operating up to 6,000 Valet movements per day
- Manchester's total capacity alone increased from 15,000 to 45,000 spaces in the last 6 years

The MAG Car Parking strategy has enabled revenue growth of 50% from $120 million in FY11 to $184 million in FY16 and this has been achieved during a period of low passenger growth and inflation. Revenue per passenger has also increased significantly since FY11 across all airports with East Midlands yield particularly impressing with growth of $1.40 per passenger over the period to FY16.

In addition to revenue growth, market and modal share has also increased at all airports since FY11 which demonstrates the sustainability of the MAG strategy success and also its flexibility given the very different trading environments at each of the airports.

Our ongoing commitment to customer service excellence has helped us grow our business, while also securing an ASQ ranking of 2nd at Manchester Airport (in our European benchmark group) for 'parking facilities and value for money'. The e-commerce booking journey has also enhanced the customer experience with personalization, featured products and a smooth payment process which includes the latest payment providers (Paypal etc).

Ongoing customer research and in-depth market analysis supports detailed insight into our audience and the identification of growth opportunities. We have also successfully responded to the emergence of online pre-booking, which saw an off-airport parking market of $2.4 billion established in the EU and USA in 2015.

1.2 - STRATEGY

Our commercial car parking strategy is to maximize revenue and EBITDA while committing to customer service excellence and it is built around three fundamental drivers:

Pricing – Pricing frameworks underpinned by technology, to ensure that the correct product is provided to each customer at the right price (dynamic pricing).

Distribution – Displaying our products to the widest possible audience to increase market penetration and grow share.

Product – Development of a suite of products to meet the core customer needs of 'cost' & 'convenience'.

In order to deliver the strategy, the following enablers were identified:

Systems – Functionally rich systems are required to process online car park bookings, maximize revenue and operate our car parks. Significant hardware and software investment was therefore required, across multiple systems.

Capacity – Providing sufficient capacity to accommodate increased market penetration, through a program of capital projects.

People – Optimization of the functionally rich systems that we have developed requires a team of dedicated personnel, which includes mathematicians, accountants and data scientists. Considerable IT developer resource was also required to develop the systems and ensure an agile and responsive environment.

a) Pricing

Customer research has previously identified price as one of the main considerations when booking airport car parking. We concluded that we were too expensive over the longer durations and too cheap for short durations. Therefore we developed a pricing strategy, E-commerce Platform and Business Intelligence tool to optimize product pricing and maximize revenue by optimizing capacity utilization to match supply and demand. We then used these systems to implement dynamic pricing for online bookings, where regular price changes adapt to demand.

In addition, our model focused on pre-booking rates being cheaper than roll up rates. Some of the considerations to pricing include:

- Length of stay
- Time/day of arrival
- Lead-time
- Purpose of travel
- Duration
- Seasonality

The pricing strategy has evolved significantly over the years and developed into a highly effective and responsive strategy.

The E-commerce Platform and Business Intelligence tool have also been developed to support this strategy and a constant program of IT development has allowed the following strategies to be implemented:

- Adopting real-time occupancy based pricing strategies
- Introducing price-entry products to stimulate demand in new or stagnant markets
- Optimizing revenue via daily and hourly pricing analysis
- Identifying segments of the market which can sustain price increases
- Introduction of system driven bucket pricing and quota system
- Full reporting suite
- Evolution of a 4 step booking journey to maximize conversion online

b) Distribution

MAG took the decision to reverse the approach of waiting for 'roll-up' customers and we aggressively promoted our pre-bookable products through as many channels as possible. We have done this through business development in the following channels:

- Online direct (Google, PPC & SEO)
- Developing our own database and introducing email campaigns
- Consolidator agreements to sell our parking stock
- Corporate Contracts
- Airlines
- Affiliates (discount websites)
- GDS Systems
- Airport App

MAG currently has an extensive distribution reach with over 20 Consolidator, 8 airline, 10 corporate and 300 affiliate partners. We also invest extensively in paid search (PPC) and natural Search Engine Optimization (SEO) activity online and we ensure that we hold the number one position in all key online search terms. This is supported by numerous analytical tools to ensure that our PPC strategy is effective and efficient in driving additional revenue at optimized margins.

Our system has also been developed to distribute pricing and stock in a number of ways to our distribution partners to meet their varying requirements. However, the market continues to evolve and we must evolve too in order to ensure maximum reach.

c) Product

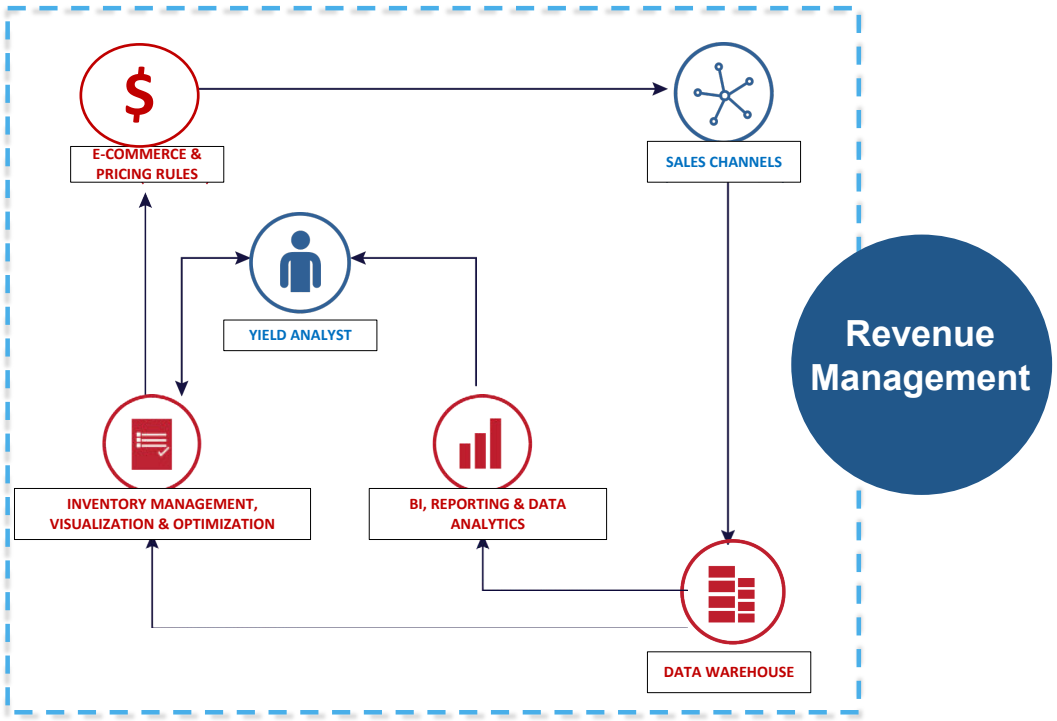
Cost and convenience are the main considerations for customers when booking airport parking. In response to this, MAG developed a suite of products to address varying customer needs and positioned them within a specific product hierarchy. Notable success has been achieved with our JetParks and Meet & Greet products, which were introduced to compliment our other product offerings:

Meet & Greet – This is a volume 'valet' product, which recycles prime real estate with easy terminal access by storing customer vehicles in a location away from the terminal. This product provides an unparalleled customer experience at a competitive price point. We can operate up to 6,000 vehicle movements a day and the product now creates in excess of $30 million annual revenue.

JetParks – This is a low cost park & ride product, aimed at the leisure market with longer stay durations. It is marketed as a low cost, safe and convenient product, which now parks 20,000 vehicles during peak times. In addition, JetParks benefits from its own website and is branded as a challenger brand to the main off-airport brands.

d) Systems & People

Significant investment and testing in our systems has developed into an integrated network of feature rich systems, which are at the forefront of MAG success to date. E-commerce success depends on continuous investment, learning and adapting quickly. However E-commerce is only one part of true revenue management. Data warehousing, visualization and optimization tools, inventory control, data analytics and experienced yield managers and IT teams are required to effectively combine people, process and systems.



Market penetration has been optimised through the use of advanced MI tools supported by a best-in-class booking engine, which has enabled the implementation of dynamic pricing initiatives.

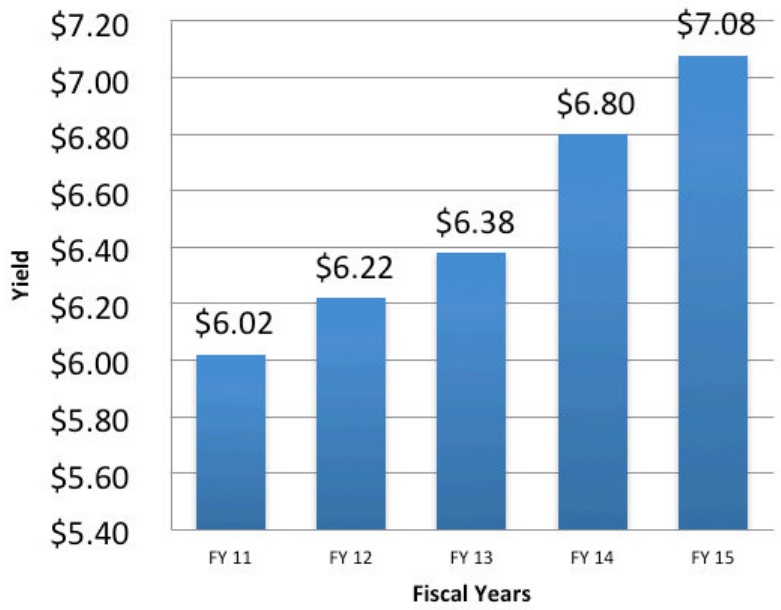
e) Capacity

Increased demand has led to the need for a program of capacity expansion. All our capacity expansion has been delivered in an appropriate and cost effective way to ensure that EBITDA margins have been maintained. Manchester Airport has increased capacity from 15,000 to 45,000 spaces in 6 years. This expansion was enabled by the introduction of low cost gravel parking lots, at $2,500 per space, within our JetParks product. This is a significant reduction on the cost per space of a garage.

2. FINANCIAL PERFORMANCE

Our Car Parking strategy has enabled us to grow income by 50% from $120 million in FY11 to $184 million in FY16 and has been achieved through market and modal share gains. The result of the strategy has also provided sustainable and consistent yield growth and a CAGR of 4.1% in the period FY11 – FY15. During this period, MAG has also improved operational efficiency in addition to commercial revenue growth. A 25% increase in capacity was created by the introduction of a new Meet & Greet block parking storage technique, where vehicles are closely parked in blocks according to their order of collection. EBITDA margins have also been improved by the introduction of fuel efficient hybrid buses, annualized hours resourcing and vehicle condition cameras.

MAG ENPLANEMENT YIELD (CAGR 4.1%)



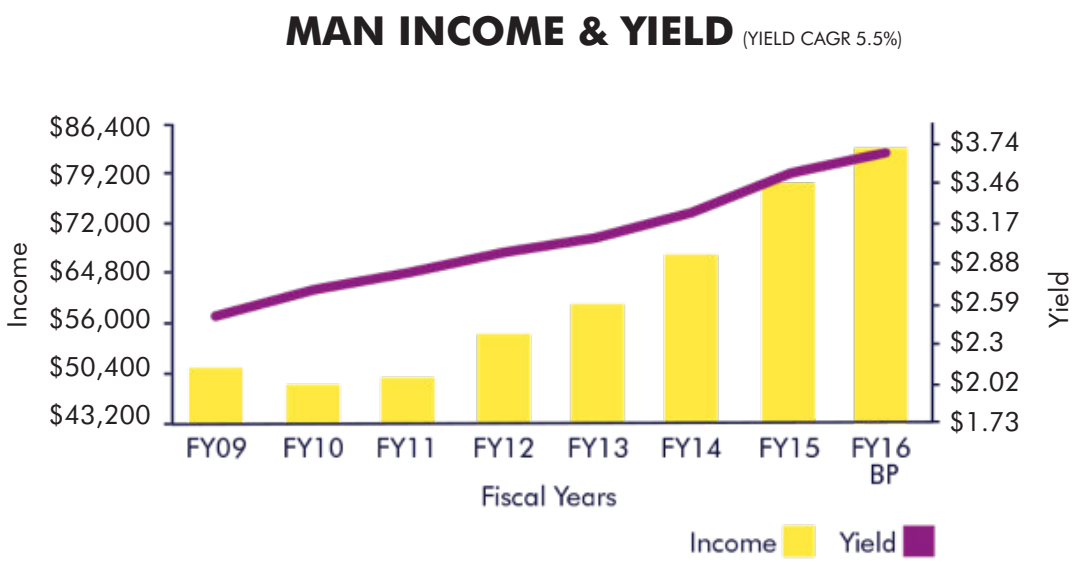
Pre-booked parking now contributes 75% of total car parking revenue at MAG airports which illustrates how quickly customer behaviour has changed in such a short period of time in the UK market and it is also a demonstration of the future environment in the USA. As we approach the end of the UK FY16, year on year pre-booking revenue growth is currently 27% at London Stansted & 13% at Manchester versus FY15 which further demonstrates the sustainability of MAG's success. The MAG strategy has also been successful in creating longer stay duration markets that didn't previously exist which has enabled significant revenue growth. The average stay duration in USA is around 2-3 days however MAG stay durations of 4 days and more now deliver 80% of all pre-book revenue and generates $110m per annum with the 8 day market being the largest. The ability to dynamically price enables MAG to be agile in stimulating the market in periods of weak demand and also maximize revenue per space in periods of high demand.

The growth in the longer stay durations market has not come at the expense of the shorter stay durations and strategies have been introduced to ensure that the revenue generated from Turn Up customers does not decline. An example of this is the introduction of the drop off product at Stansted which now generates in excess of $5million per annum.

MAG USA

Manchester Airport Case Study

Sustainable car parking revenue and yield growth has been achieved at Manchester since FY09. This has principally been driven through market and modal share gains, driven through the introduction of new products and services, and underpinned by investment in multiple capacity projects.



The MAG car parking strategy enabled revenue to increase by 61% between FY09-16 and now generates $80 million per annum. Despite the global recession, Manchester yield increased by $1.10 per passenger over the same period representing a CAGR growth rate of 5.5%. Fundamental to this financial performance and also in creating longer stay duration markets was the introduction of the Meet & Greet product in FY11which has provided a convenient product at a cost effective price to consumers. Meet & Greet now contributes 34% of the Manchester product mix and has played a key role in gaining nearly 20% in market share and 7% in modal share (particularly from taxi and drop off). The success of the Meet & Greet product and the JetParks product (which generates 33% product mix) led to a capacity expansion plan which has seen capacity increase from 15,000 to 45,000 since FY09. In addition to the introduction of the new product suite, the increase in revenue was also driven by the trading team's ability to maximize revenue from every space sold through systems driven dynamic pricing.

The learnings from the evolution of the car park strategy at Manchester laid the foundations for the next step in the MAG journey, the acquisition of Stansted…..

London Stansted Airport Case Study

London Stansted Airport (STN) is an appropriate comparison to many US airports. In 2013 when MAG acquired this airport it was clearly apparent that STN lacked the required strategy and commercial trading experience to positively impact revenue. As such STN were losing share to alternative modes and off-airport competition, shrinking their market from 19% of passengers parking to just 12% in 4 years. Since acquisition, MAG has successfully deployed our car parking strategy at STN centred on improving the offer through dynamic pricing and the launch of new products (including JetParks and Meet & Greet). It should also be noted that unlike the other MAG airports, the parking operation is currently outsourced at STN which demonstrates our ability to work in a successful partnership with a 3rd party.

Within 3 months of ownership, MAG had set-up the new product suite and implemented an E-commerce and Business Intelligence solution. This drove strong income & yield performance through increased market and modal share. Initially the average stay duration of a parking customer at STN was very short and not dissimilar to the USA average of around 2.5 days. MAG created significant stay duration markets for 4 to 8 days. Stay durations of 4 days and more now account for over 80% of all pre-book revenue with the 8 day market now our largest revenue generator. This illustrates the opportunity at ABIA.

Our strategy has resulted in FY15 year on year online booking growth of 299,762 transactions (+55%) and income growth of $13 million (+25%). MAG has also gained in market & modal share since acquisition. Setting the correct price for longer stay durations enabled MAG to utilize spare capacity in the parking lots whilst creating price points which were attractive in competing against the off-airport parking and taxi markets. MAG has also been able to identify the more price inelastic customers via the product hierarchy and data analysis and then subsequently set prices that maximize revenue. Another key driver in the success at Stansted was the distribution agreement with Ryanair which saw Stansted parking offered to customers as part of the airline booking journey on-line and this relationship remains fundamental to future growth with the airline increasing the number of routes out of Stansted in the coming years which is forecast to increase passenger numbers. It should be noted that it took a period of 12-18 months for the market to react to our strategy before we started to see a considerable uplift in performance and we have seen sustainable growth since our strategy was embedded.

Customer Experience

The car parking strategy has not only delivered improved financial performance but also a commitment to customer service excellence. Our investment in technology, focus on cost and convenience and introduction of new products has delivered high levels of customer service. Car Parking Net Promoter Scores (NPS) have remained consistently high across MAG with the recent Manchester Meet & Greet NPS score at 73% while also securing an ASQ ranking of 2nd at Manchester Airport (in our European benchmark group) for 'parking facilities and value for money'.

The customer booking journey experience has also been enhanced with the introduction of personalization, featured products and a smooth payment process which includes the latest payment providers (Paypal etc). The MAG strategy has enabled us to build a database of customers and getting to know our customers has improved the service we can provide. We are able to split customers into different segments and offer each segment what they are looking for. The e-commerce journey has also enabled the introduction of ancillary products for car washing, airport lounges and security products. This is all supported by the MAG customer service call center which is available 24/7 to customers to deal with any issues that arise.

3. OUR PROPOSAL FOR ABIA

There is significant potential for car park revenue growth at ABIA. However, in order to unlock this potential ABIA would require an evolution in approach to encourage market and modal share penetration and revenue maximization. Growth in the off-airport market is a trend within the US and ABIA is not immune. There are now four off-airport parking operators who have grown revenues to nearly $250 million within the US. Key markets exploited by the off-airport operators are the longer stay durations, which airports typically price themselves out of through daily rates that become cost-prohibitive as trip durations increase. Customers consider the total parking transaction value and compare this to other modes of getting to the airport, rather than considering price per day. ABIA in conjunction with MAG can be pro-active & deliberate in targeting these markets to ensure share is not lost to off-airport competition as was evident in the UK in previous years.

ABIA has the opportunity to 'think different' by creating a new future for parking at the airport which will deliver revenue growth, diminish the off-airport threat before it grows and at the same time improve customer experience. The introduction of pre-booking online and the concept of dynamic pricing in parking will soon be commonplace at USA airports as the industry continues to follow the trend that the UK market followed in recent years. It is therefore vital that ABIA do not miss the early opportunity to take advantage of MAG's experience and avoid missing out on millions of dollars in revenue. It is also important that ABIA act now before the off-airport competition take advantage of the potential of pre-booking online and dynamic pricing first as this will reduce the growth and impact of the off-airport parking market at ABIA and prevent the trend that was seen in the UK where the off-airport competition embraced the concept before airports

The MAG proposal is to design, deliver and manage a commercial trading model and marketing plan for ABIA airport over an agreed contract period, with the aim of growing car park revenue significantly and sharing incremental EBITDA generated. This would involve MAG implementing a commercial strategy specific to the airport environment at ABIA and would require introducing the following approaches which would be managed by MAG:

Trading/Dynamic Pricing – MAG would introduce dynamic pricing and online pre-booking with the development of a pricing strategy. This would be designed specifically for the trading environment at ABIA and supported by the MAG Revenue Management Systems and processes. The trading team in the MAG commercial department have vast knowledge and experience in the field of car park pricing and have a proven and unrivalled track record in achieving success. They will constantly analyze the prices and performance with regular price changes being made to stimulate the market and maximize revenue. Roll up prices will be agreed prior to the commencement of our agreement and will not be managed by MAG. This will provide customers with the same service that they are currently being offered.

Products – Review of ABIA's current suite of products and creation over time of a suite of products (Meet & Greet and JetParks, if applicable, along with other adaptations of the MAG product suite) to meet customer demand for 'cost' and 'convenience'. This can be a key driver in making ABIA more competitive against the off-airport market and also increasing modal share and market penetration.

Distribution – To maximize revenue will require displaying ABIA products and prices to the widest possible audience to reach new customers and grow market share. To achieve this, a MAG business development presence will be allocated to ABIA to target consolidator, corporate, airline, affiliate and GDS system deals. Initial conversations have already taken place with a number of potential USA distribution channels, which have been very positive.

Marketing – ABIA would also benefit from the MAG marketing department's expertize and knowledge. A marketing strategy will be produced and implemented by MAG which will focus on online direct sales and email campaigns to the ABIA customer database. Targeted investment in pay per click (PPC) by MAG will drive bookings at the lowest cost. The marketing team will also analyze the customer online booking journey to ensure that conversion rates are at desirable levels.

Systems – MAG will introduce all of its functionally rich systems that it has developed. Having the right technologies in place is fundamental for support, operation, forecasting demand and analysis, which will result in the growth of car parking revenue. There will be complete systems integration into the ABIA Revenue Controls System and the following MAG systems will be included (if applicable):

- E-commerce platform
- Data warehouse
- Reporting & data analytics modules
  - o Inventory management, visualization & optimization tools
  - o Meet & Greet system including vehicle condition cameras

The above systems are supported by the MAG IT department and any further bespoke IT development of the systems required will be undertaken by MAG to achieve revenue growth. MAG continuously invests in its systems and success depends on rapid response, learning and adaptability.

MAG has a proven track record of success in the airport car park industry and we believe that by introducing our strategies and interfacing into MAG systems, that the potential of the ABIA car parking business will be unlocked and revenue growth will be achieved. In order to implement the above proposal and strategies successfully, MAG would require the following for the duration of the contract:

- Ability to adjust pre-book pricing within pre-determined parameters as required
- Authority to interface MAG systems into existing infrastructure (Excludes Revenue Control System)
- Consent to alter the product offering in consultation with and with the support of ABIA
- Ability to negotiate car parking distribution deals on behalf of ABIA
- Access to the ABIA customer database and passenger data
- Consent to undertake an online advertising campaign (PPC, SEO etc)
- Creation of a car park booking widget on the ABIA website
- Consent to interface into Revenue Control System to the extent necessary for pre-bookings

Despite MAG having influence in these areas, we would work in partnership with the ABIA car parking commercial team and SP+ as these relationships will be fundamental to the success of the contract.

MAG USA

5 FINAL CONSIDERATIONS

We believe that by implementing our proven strategies and systems, we could significantly increase ABIA parking revenue and EBITDA. MAG's current success has been delivered in an environment where MAG has the ability to be flexible and responsive to the market. The Car Parking strategy is required to be viewed in its entirety as no individual aspect has been the key to success but rather all aspects work together and complement each other to achieve improved performance. This has enabled MAG to rapidly improve annual revenue and EBITDA in addition to increasing modal share and reducing the financial impact of off-airport parking competitors and other forms of transport. Achieving maximum revenue growth will be impacted by a number of variables including capacity expansion, current garage and parking lot occupancy, Turn Up and Pre-book pricing flexibility, investment, and stay durations & these can be discussed in more detail as a potential partnership between ABIA & MAG progresses towards a formal contract and agreement on sharing incremental EBITDA generated.

The introduction and evolution of the MAG car parking strategy has produced an experienced and industry leading Commercial, Marketing and IT team which is supported by a best in class, technologically advanced car parking IT platform. ABIA is a forward thinking airport and there is huge opportunity for ABIA to 'think different', take advantage of the MAG expertize, knowledge and software and subsequently introduce a new future of parking at ABIA that achieves the goals of the airport by increasing revenue whilst also improving customer experience.

MAG USA

Airport/Transportation Division
The Tower at Erieview
1301 East 9th Street • Suite 1050
Cleveland, Ohio 44114-1899
(216) 522-0700 • Fax (216) 523-8080
www.spplus.com

+ integrity + technology + innovation + initiative + knowledge + creativity

Parking Operations Management Services

for the

City of Austin

Austin-Bergstrom International Airport

March 22, 2016

AIRPORT SERVICES

Leading the Industry

TRANSPORTATION

AIRPORT PARKING

FACILITY MAINTENANCE

SECURITY

MARKETING SERVICES

EVENT LOGISTICS

TECHNOLOGY AND EQUIPMENT CONSULTING

+ integrity + technology + innovation + initiative + knowledge + creativity

Introductions

AIRPORT SERVICES

Local Management

- John White – Proposed Facility Manager
- Chris Loring – IS/IT Manager
- Daniel Murray – VP, Airport Transportation
- Pam Brown – Sr. VP, Airport Services
- Bob Reiser – Sr. VP, East Airports
- Juan Tornoe – Partner & Chief Marketing Officer Cultural Strategies

Manchester Airports Group USA

- Patrick Heck – VP Commercial
  - 15 Years Aviation Experience
  - Denver Int'l Airport
    - CFO & Deputy Manager – Revenue
  - United Airlines
    - Operations, Finance, Sales & Marketing
- John Wildman – Business Development, Parking
  - Systems Integration & Process Development
  - Finance, Accounting & Audit

+ integrity + technology + innovation + initiative + knowledge + creativity

Organization's General Overview

AIRPORT SERVICES

SP Plus Corporation

- Stability – In Business Since 1929
- Largest Parking Company in North America
- Publicly Traded
  - NASDAQ (SP) $531 Million Market Cap
  - Sarbanes Oxley (SOX) Compliant
  - Transparent Financials
- $30 Million Free Cash Flow
- $89 Million Line of Credit
- Proven Record of Financial Ability & Performance

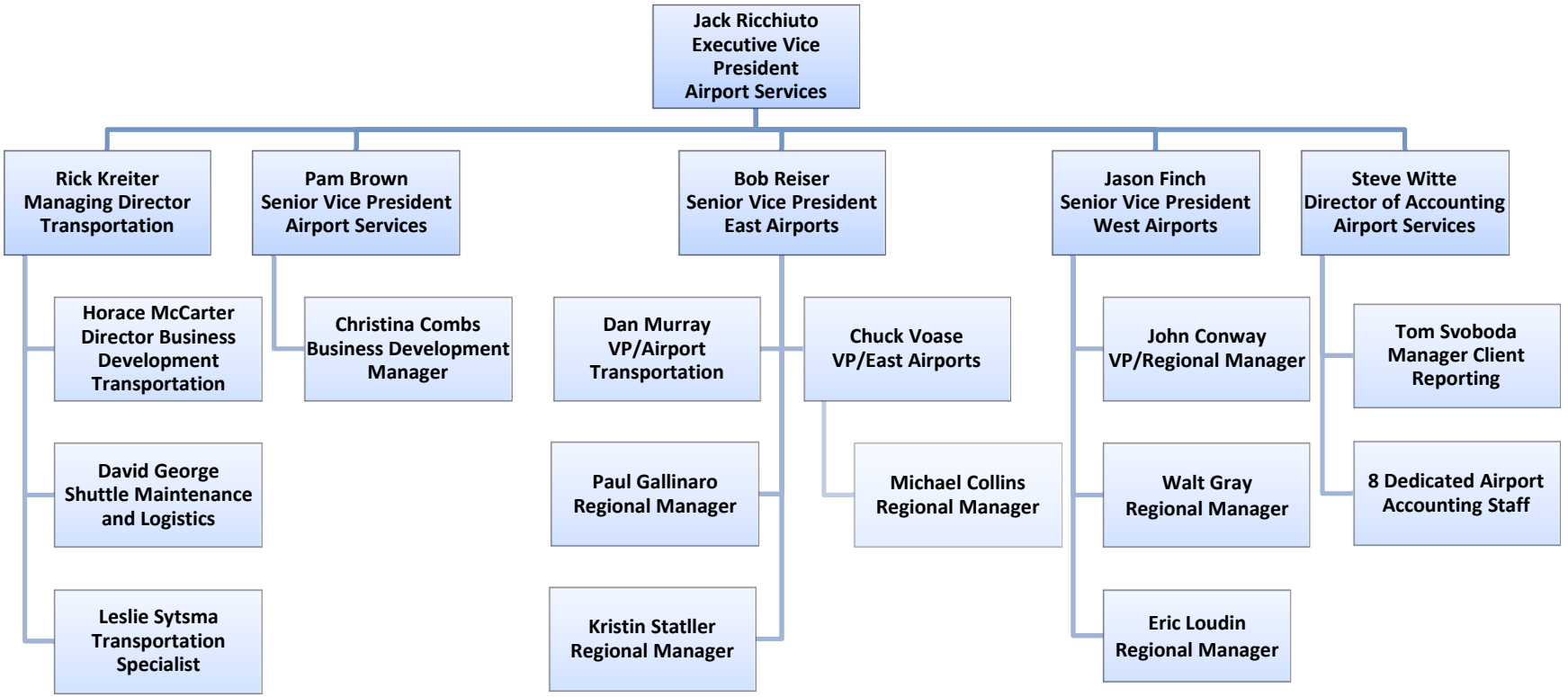
SP+ Corporate Support

- Finance, Accounting and Audit
- Human Resources - Employee Management and Motivation
- Legal Support
- Risk Management and Claims
- Labor Relations
- IT Solutions

Dedicated Airport / Transportation Division

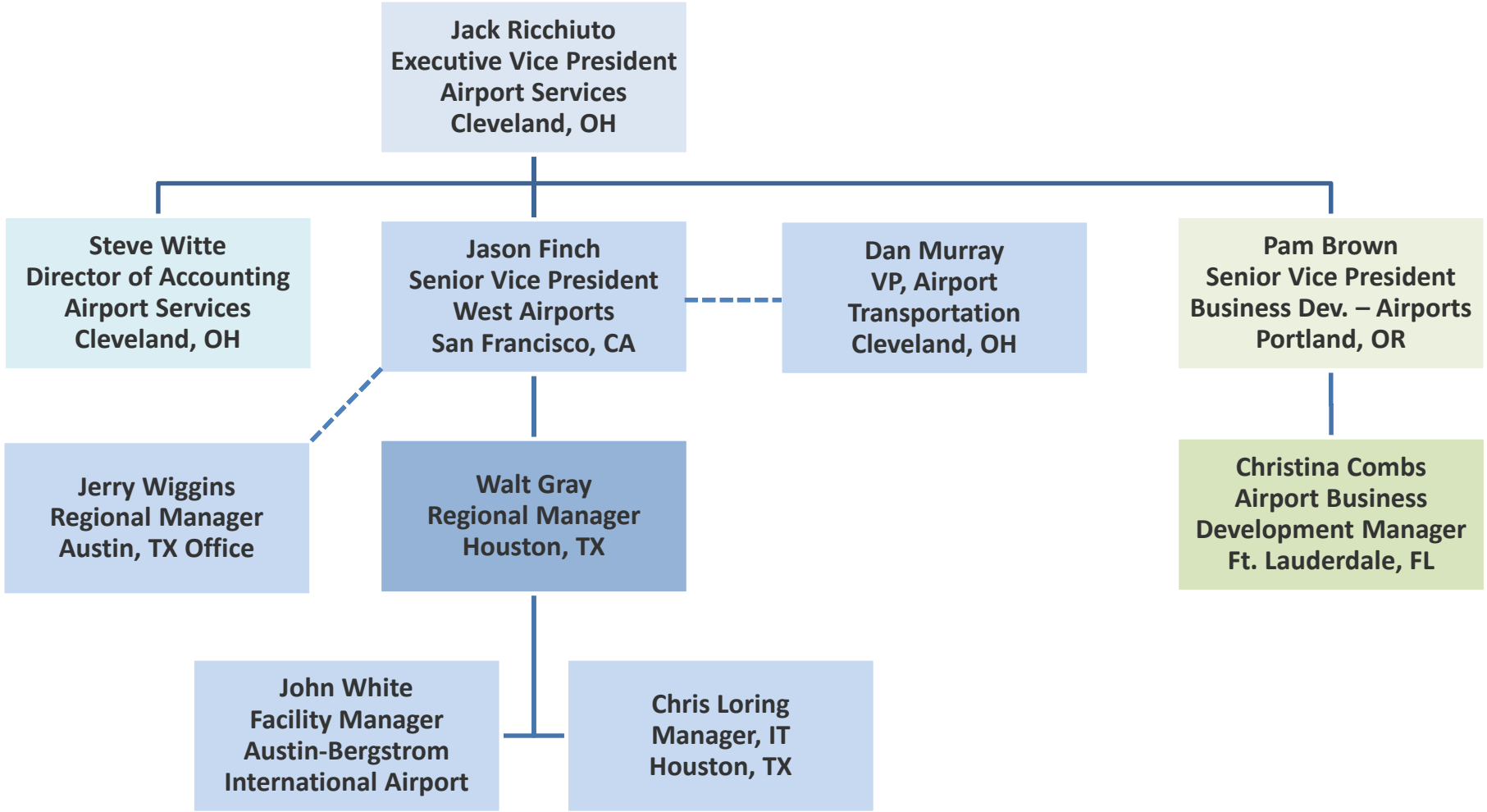
- 70 Airport Locations
  - $1.5 Billion Airport Revenues per Year
  - 70+ Million Airport Transactions per Year
  - Over 300,000 Airport Parking Spaces
  - 17 Airport Valet Operations
- 30 Airport Shuttle Operations
  - 750 Shuttle Buses
  - 35 Million Passengers Annually
  - Strict DOT Compliance

Dedicated Airport Services Division

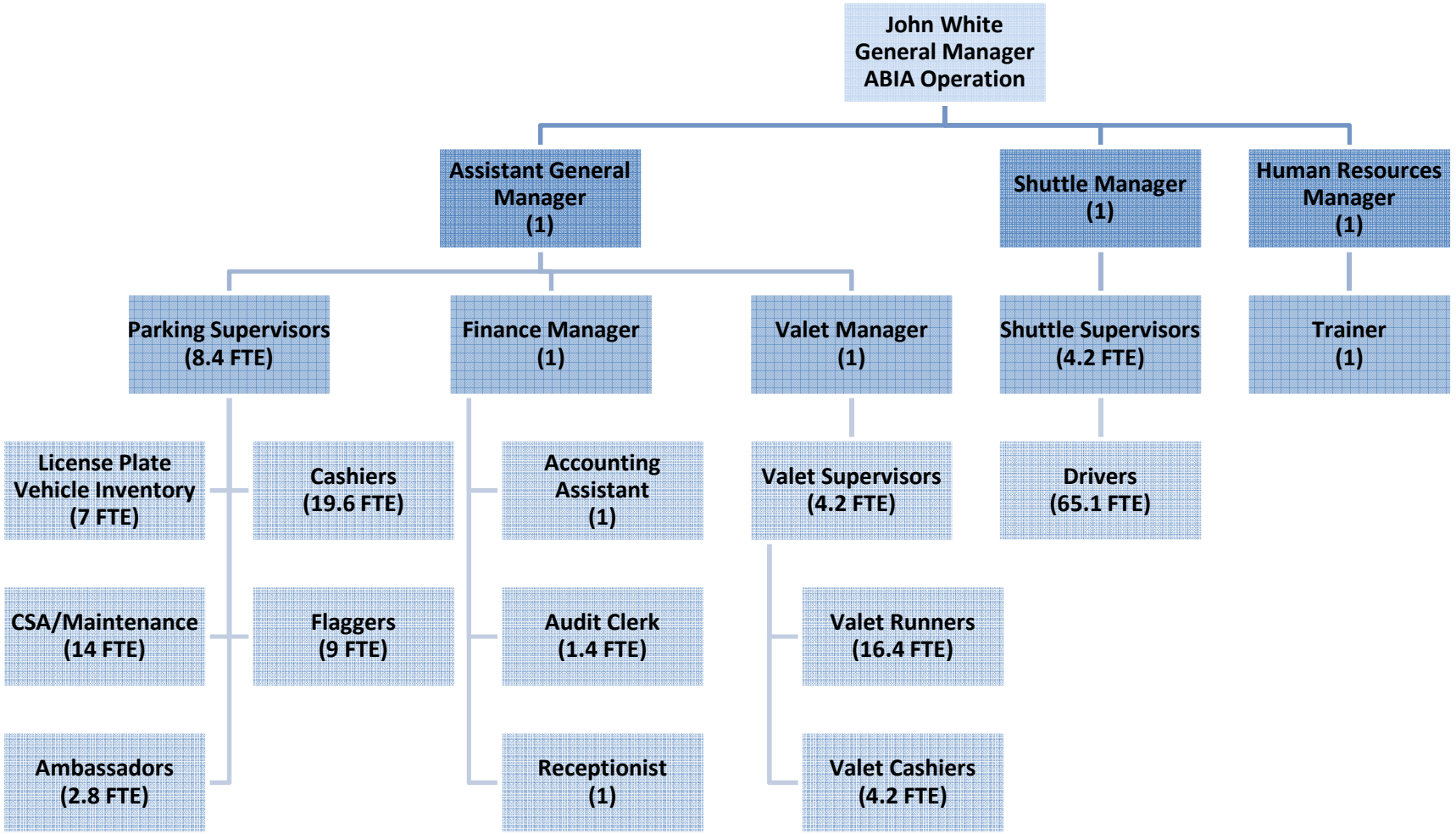


Airport Division
Supporting Organization

Management Team



ABIA Operation Organizational Chart



+ integrity + technology + innovation + initiative + knowledge + creativity

Operational Plan

AIRPORT SERVICES

Experienced General Manager

John White

- 10 Years Airport Parking Management Experience
  - CVG, DTW, IAH & HOU
- Combined Parking, Shuttle & Valet Operations
- Outstanding Work Ethic
- Excellent Customer Service Skills
- Exceptional Leadership Skills – Advances Staff Development
- Amano McGann PRCS Experience
  - Frequent Parker Programs
  - Enhanced Data Analytics - Dashboard

Clean, Safe Operating Environment

- General Upkeep and Cleanliness of Facilities
- Comprehensive Safety Training
- Quarterly Safety Meetings
- Mandatory, Ongoing Safety Training
  - Motor vehicle safety training
  - Hazard communication training
  - Quarterly safety meetings
  - Robbery procedures
- DOT Compliance
- Environmental Compliance
- Site Specific Training – e.g., Tornado Preparedness

THE SPIRIT OF SAFETY

Revenue Control & Audit

- Multi-Layered Accounting/Audit Procedures
- Dedicated Airport Accounting Group
- Experience Operating & Auditing Amano McGann Systems (24 Airports)
- National Audit Team
- Annual CPA Audit
- CSA/TCSA Audits
- Mystery Shopper Program
- SOX and PCI-DSS Compliance

Every Transaction is Audited

Every Ticket is Accounted For

Revenue Control System

- The Most AMANO McGann Experience in Airports
  - 24 Airports and Hundreds of other Installations
  - Frequent Parker Programs – KCI, IAH, HOU, JAX, PVD & more
- In-House Expert Based in Houston – Chris Loring
- Long Term Relationship With Associated Time
- Customized Dashboard – Real-time Data & Analytics

Parking Operations

- Leaner, More Efficient Staffing Plan
  - Based on Multiple Site Visits
  - Monitored Staffing Levels & Volume of Business
  - Review of Comparable Facilities within SP+ Portfolio
  - Capitalize on Synergies of Combined Operations
  - Enhanced Management & Accountability for Performance
  - Promote Existing Automation Features
    - 80% of Transactions Do Not Require a Cashier
- Over $655,000 Projected Annual Labor Savings

Lot A Ambassador Service

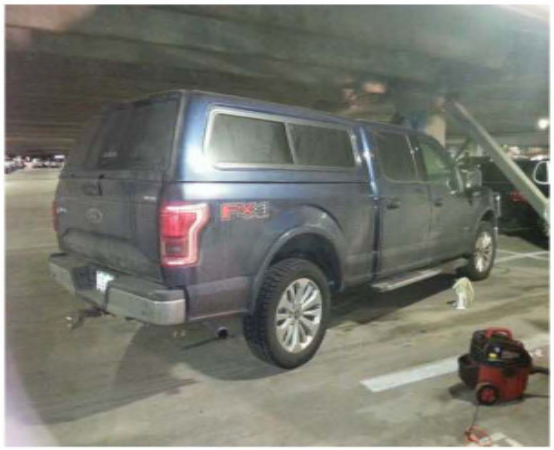
Lot A Ambassador Service

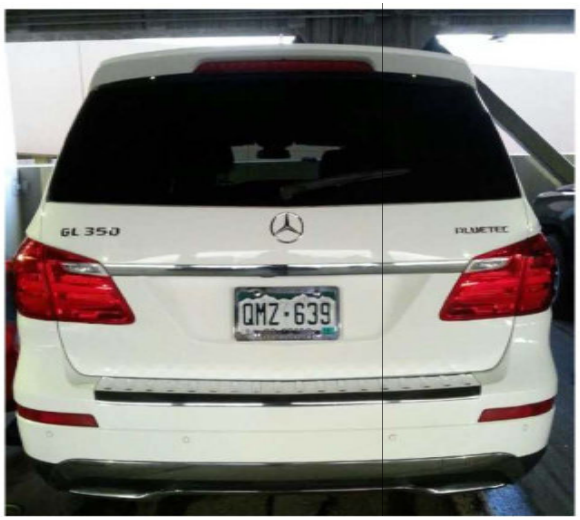
- Most Expensive ABIA Surface Parking
- “Close-In” Branding – May Require Furthest Walk
- 9-Passenger Electric Vehicle
  - Service From Vehicle To Pedestrian Walkway
  - Returning Guests From Walkway To Vehicle
- Enhanced Customer Service
- Operating 16 Hours/Day
  - Staffing Included In Operating Budget
  - Labor Expense Offset Completely By Staffing Efficiencies
- SP+ to Provide Vehicle at No Cost to ABIA

BuyMyWash – Car Wash Service

- New Mobile Car Wash Service – Self-Park & Valet Customers
- “Green” Service – Less Than 10 Ounces of Water Per Service
- New Airport Revenue Stream

BuyMyWash.com





New Dry Cleaning Service

Valet Operations

- Assign an Experienced Valet Manager to Operation
- Increased Accountability
- Align Staffing with Actual Demand, Maximizing Current Cuing and Staging Area
- SP+ to Provide New Technology (VEMA-POS)
  - Handhelds Document Pre-Existing Damage With Photographs
  - Records All Pertinent Driver Information
  - Software Tracks Passenger Return Times; Trend Analysis Prepared To Ensure Consistency Across Entire Workforce
  - Introduce New Amenities to Enhance Service (Dry Cleaning)

VEMAPOS – Valet Essential Management System POS

parking.com

Our Revenue Control is a cloud base SaaS that allows for virtual control over the parking operation.

A modular scalable platform to effectively manage resources from anywhere, anytime.

Coded in php/sql platform with support for HTML, XML and CSS.

Runs on Microsoft Windows®, Apple iOS®, Android®, Linux and basically any device with a browser connected to the internet

VEMAPOS

With parking.com you will be able to control and track:

- Revenue
  - All Revenue is tracked. Validations and Complementary parking is now more easy to handle
- Payroll
  - Management has the ability to reschedule employees approaching overtime. Zero “buddy punching” with Face Recognition clock
- Vehicles
  - Cars in, cars out, garage availability, pictures of cars at the ramp with our Smart Supervisor WebApp
- Service
  - QR Code request and text request available.
  - Vehicle Delivery time and request monitors for pickup status

VEMAPOS

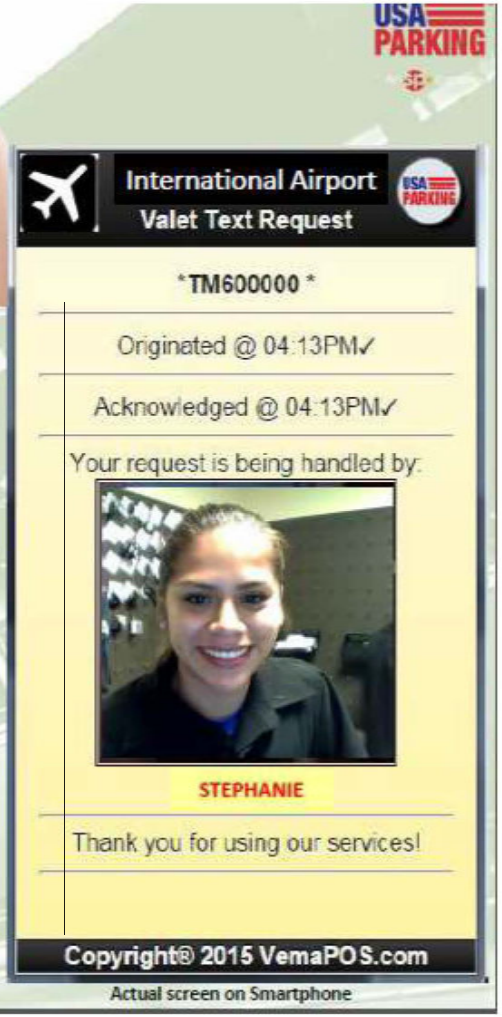
Parking.com Benefits

Customers (VIP/Passengers)	Client (Airport)	Us (SP+/USA Parking)
✓Text for your car	✓No upfront investment	✓Live Dashboards
✓Cloud vehicle request	✓Live Operations Dashboards	✓100% Revenue Control
✓Faster delivery times	✓Live Financial Dashboards	✓Easier to audit
✓Vehicle tracking	✓Live Reports/Online Validations	✓Proactive decisions
✓Smartphone Payments	✓Delivery Time Statistics	✓Faster decisions
✓Loyalty Programs	✓Claims reductions/savings	✓Accountability
✓Name recognition	✓Handheld for vehicle pictures	✓Private Label
	✓Payroll reductions/Face Recognition	✓Automated Reports
	✓Improved operational efficiency	
	✓Enhanced value added services	

VEMAPOS

Passengers Benefits

- Passengers will be asked for arrival date and time. Thirty (30) minutes before final arrival, passengers will receive a text with instructions for vehicle retrieval
- Passengers will receive a text with the picture of the driver who is handling the request
- Passengers can schedule for their cars to be delivered at the date and time they want via QR Code

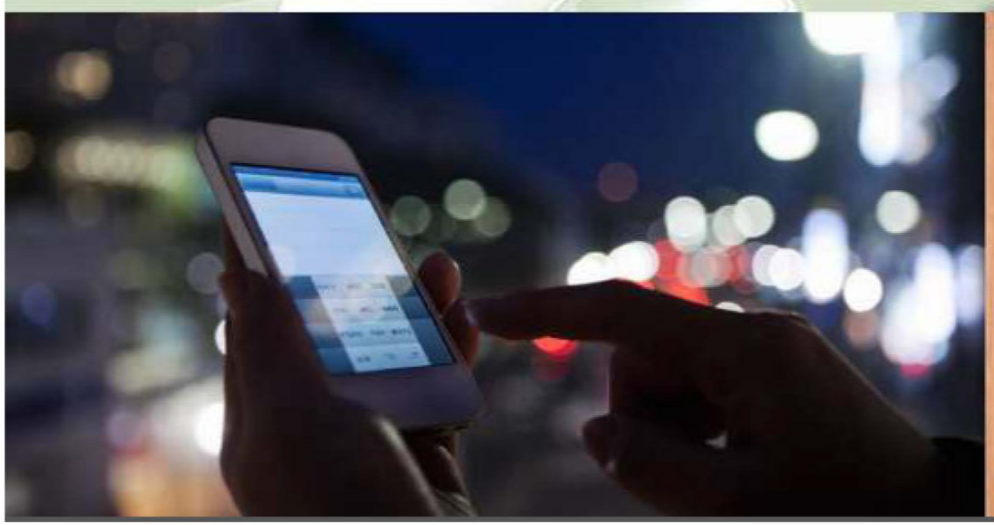


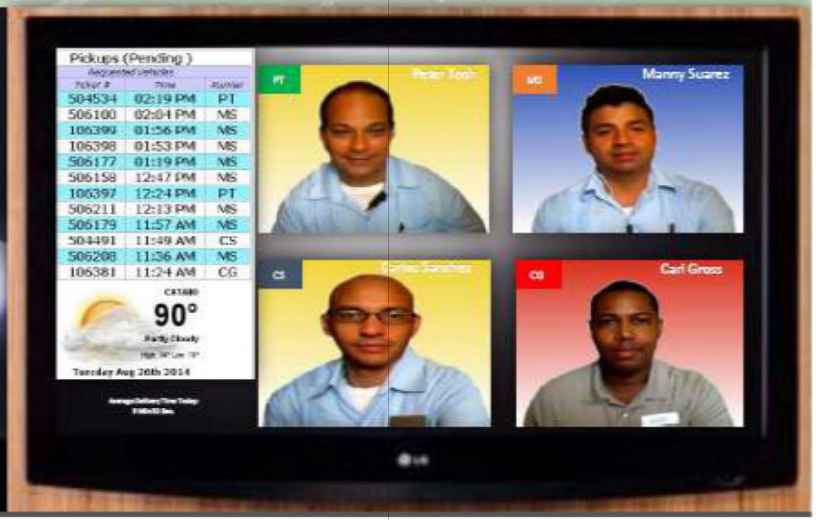
Actual screen on Smartphone

VEMAPOS

Passengers Benefits

- Passengers and Visitors can pay parking from their phones and request their cars
- Passengers and Visitors can check the status of their request on Status Monitor





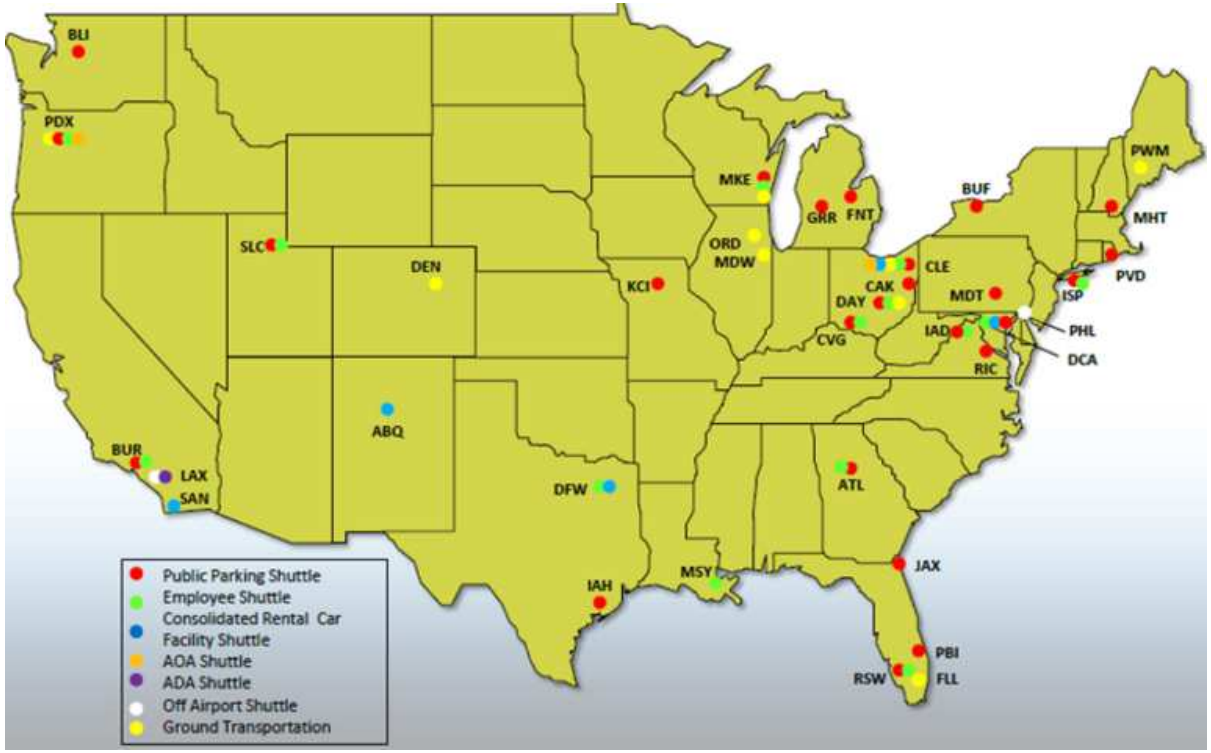
AIRPORT SERVICES

VEMAPOS

Live Operation and Financial Dashboards
USA PARKING
Last Cars Movements
Main Menu
Dashboards
Asset Manager
Log Out
Marriott Marquis New York
Occupancy by customer type (guest/Visitors)
Movements by Shift
Pending Cars to Arrive
Visitors Cars Still on Garage
Pending Pickups
Employees on Duty
Avg. Retrieval Time (last 24Hrs)
Garage Status
Weather conditions
Pending Pickups:
0
Average Delivery Today:
00h:08m:00
626 Garage Spaces
91% Empty
7% Guests
2% Visitors
Total Guests YTD
16,053
$105.64
43
39
4
17
Total Visitors YTD
5,800
$72.13
3
NEW YORK
74°
Cloudy
Fri 5th
Sat 6th
Sun 7th
Mon 8th
Tue 9th
Wed 10th
Thu 11th
LEONARDO
EURO
JULIO
Copyright© 2012 VemaPOS V.2.3 || User: DEMO || Level: MANAGER || Date/Time: Thursday Sep 11th 2014 09:05 AM |

Shuttle Operations

- Unmatched Experience & Expertise
- Rigorous Safety & Regulatory Compliance



DOT Compliance

- Driver Qualification Files (DQF)
  - Background Investigations
  - Road Tests
  - Annual Motor Vehicle Record (MVR) Review
  - On-Duty Hours

- Driver Physicals – Medical Cards
- Pre-Trip / Post-Trip Procedures
- Accident Registers
- Drug and Alcohol Testing
- Vehicle Maintenance Files
- Vehicle Markings

Specialized Shuttle Training

- Initial Training
  - Combination of Online, Classroom and Field Training
  - Airport Orientation
  - In-the-Yard and On-the-Road
  - Special Needs and ADA Training
- Ongoing Training
  - ADA Wheelchair Lift Certification
  - Customer Service Re-Fresher
  - Accident Prevention
  - Annual Driver Certification
- Safety – Local, Seasonal & More
- DOT Compliance

Quality Control / Assurance Programs

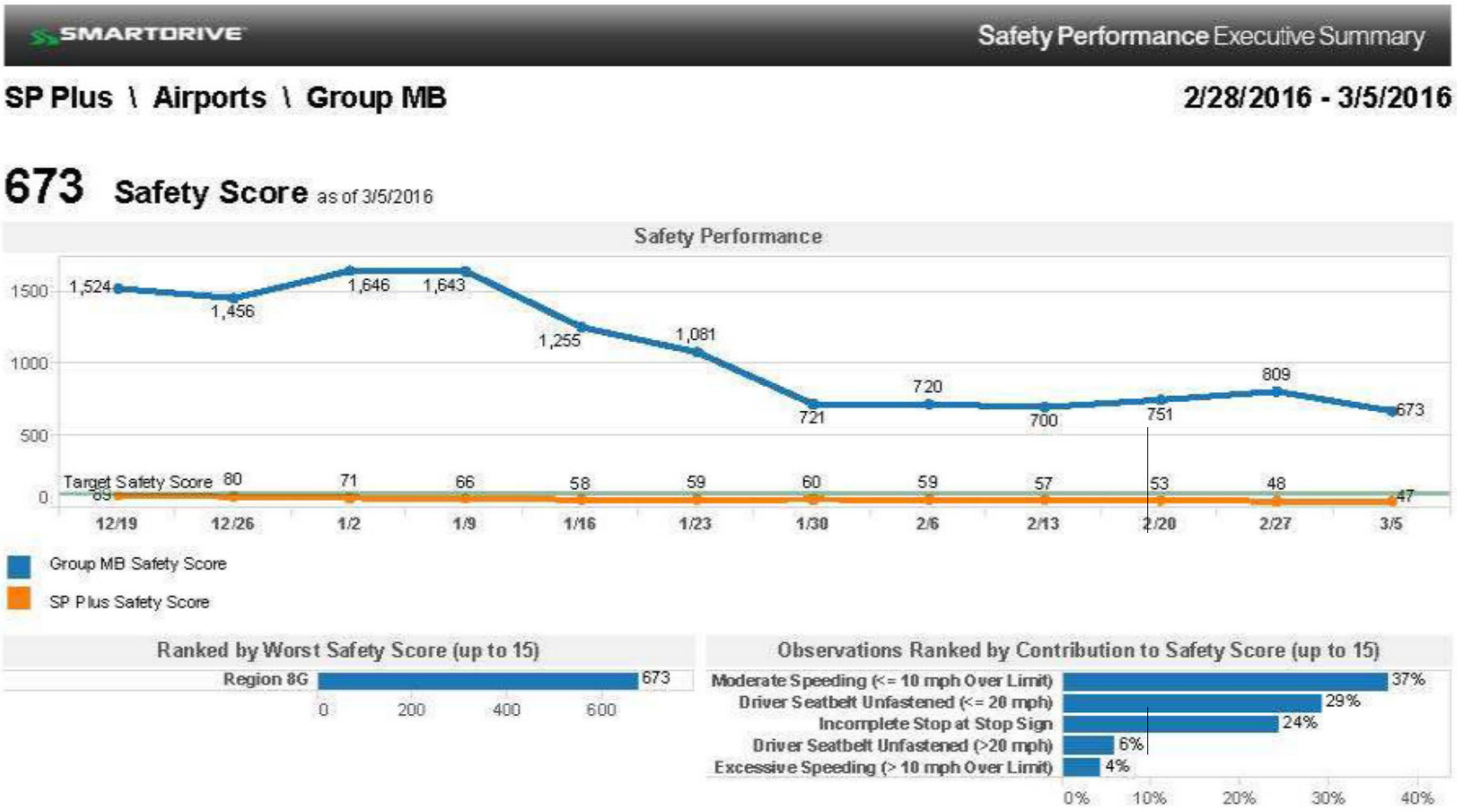
- Mystery Rider Programs
- Zonar Systems
- SmartDrive Technology
- Monthly Safety Meetings
- Web-Based Customer Feedback
- TCSA's
- Accident/Incident Procedures
- Training

ZONAR Systems

SMARTDRIVE

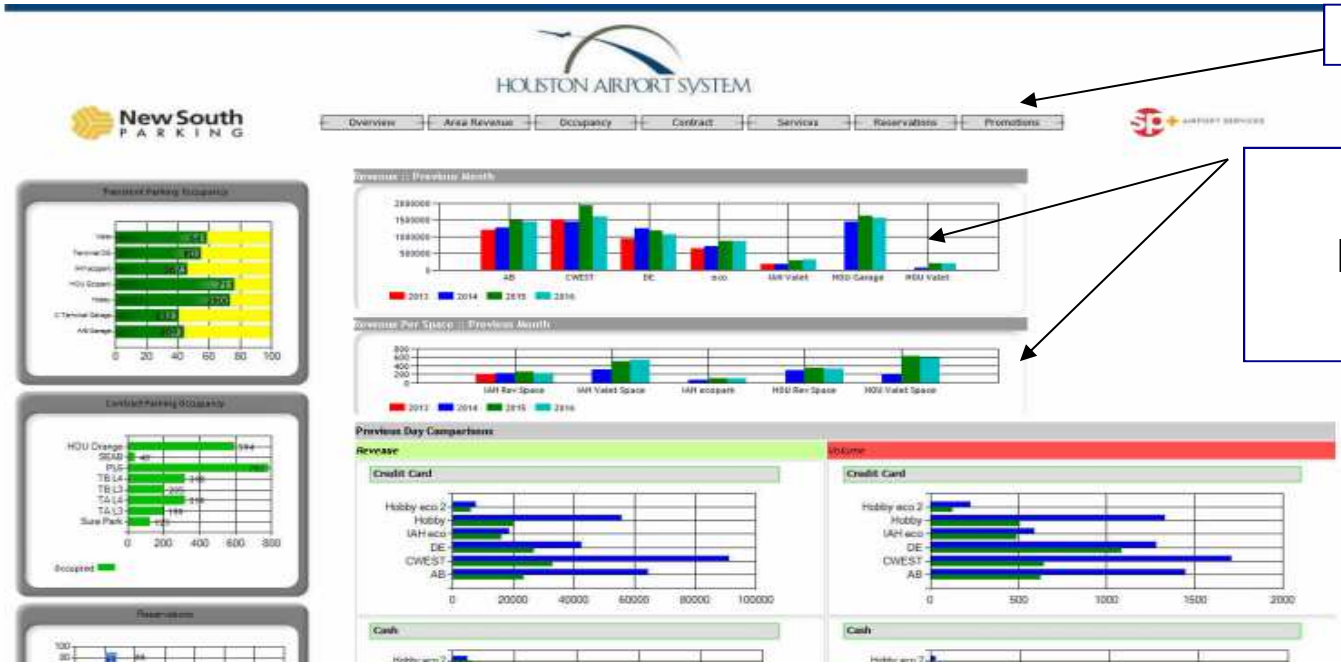
SP AIRPORT SERVICES

SmartDrive Scorecard



AIRPORT SERVICES

Dashboard Overview

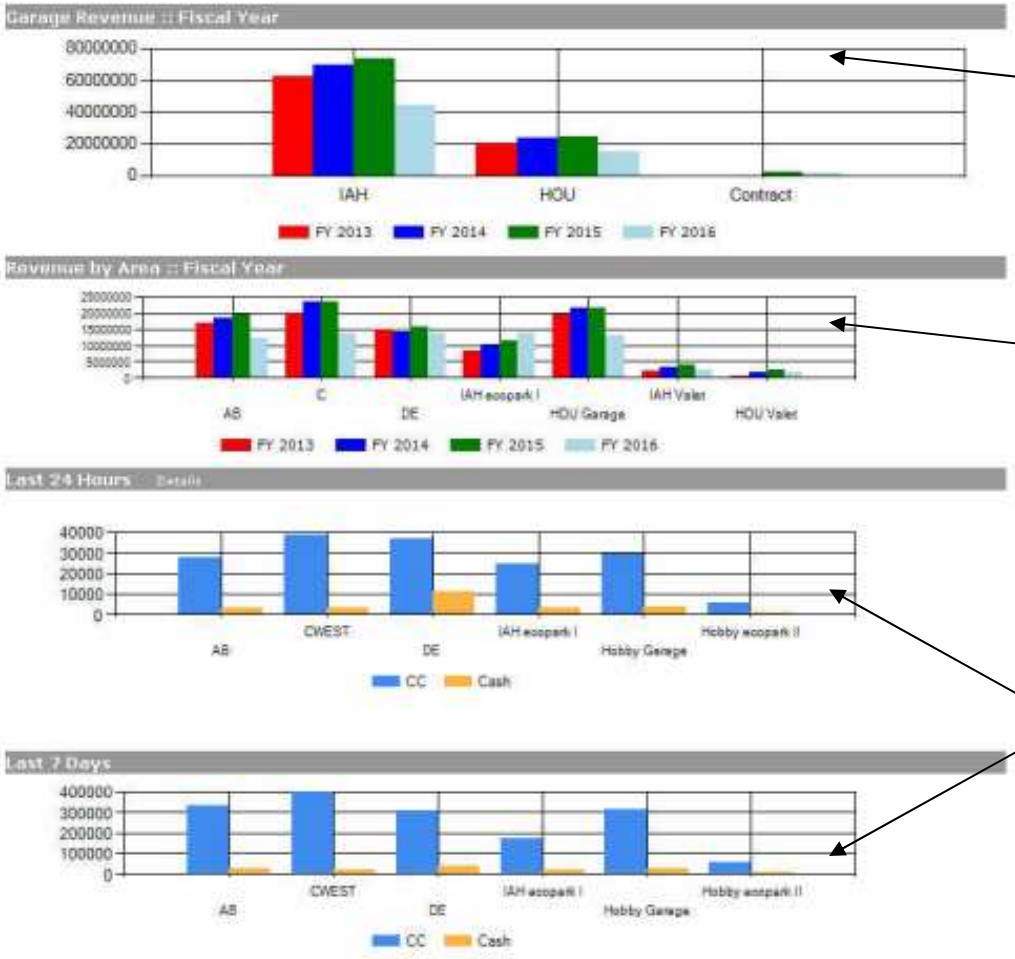


Static Menu

Dynamic Data

- Static ‘Frameset’ of data.
- Real time Occupancy For Transient/Contract Overview
- Reservation Overview

Dashboard – Area Revenue

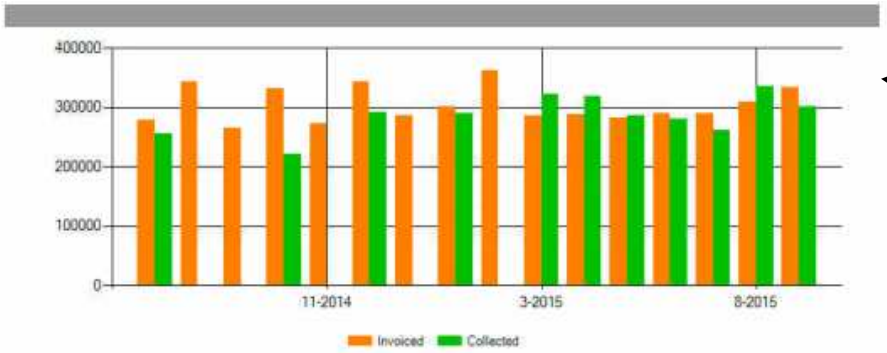


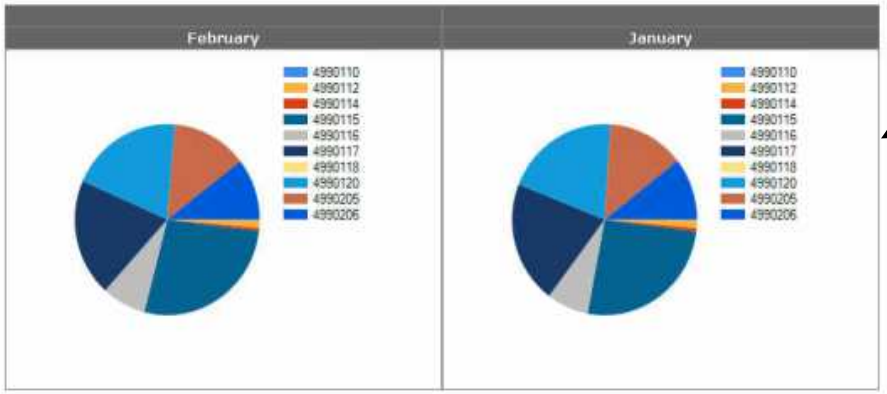
Fiscal Year
By Location

Breakdown by
Lot / Garage

Breakdown by
Day-of-Week

Dashboard – Card Access





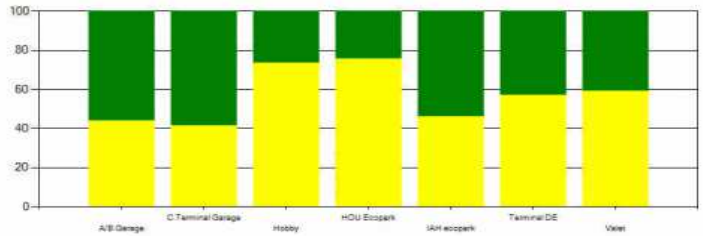
Access Group Name	Total Cardholders
100 - IAH 24 Hr -GAP	241
200 - HOU 24 Hr -GAP	100
22 - A/B - GAP	21
300 - IAH 24 Hr -GAP	374
40 - C/D/E - GAP	21
400 - 7D Free - GAP	37
500 - 14D Free -GAP	160
60 - IAH ECO - GAP	17
600 - 21D Free -GAP	20

Monthly
Invoiced vs Collected

Breakdown by
Lot / Garage

Summary of
Cardholders
By Access Group
Corporate Parkers

Dashboard – Occupancy



Graphical Overview

Valet

Description	Available	Occupied	Total	Last Update
AB Valet	148	113	261	2/19/2016 10:00:00 AM
C Valet	77	218	295	2/19/2016 10:00:00 AM
D Valet	69	51	120	2/19/2016 10:00:00 AM
Hobby	152	259	411	2/19/2016 10:00:00 AM

A/B Garage

Description	Available	Occupied	Total	% Occupied	Last Update
Level 2	132	502	634	0.79 %	2/21/2016 4:02:01 PM
Level 3	272	391	663	0.59 %	2/21/2016 4:02:01 PM
Level 4	470	193	663	0.29 %	2/21/2016 4:02:01 PM
Level 5	365	446	811	0.55 %	2/21/2016 4:02:01 PM
Level 6	523	288	811	0.36 %	2/21/2016 4:02:01 PM
Level 7	423	167	590	0.28 %	2/21/2016 4:02:01 PM
Level 8	466	79	545	0.14 %	2/21/2016 4:02:01 PM

C Garages

Description	Available	Occupied	Total	% Occupied	Last Update
Level 2 Brown/Blue	354	21	375	0.06 %	2/21/2016 4:00:00 PM
Level 3 Brown/Blue	216	152	368	0.41 %	2/21/2016 4:00:00 PM
Level 4 Brown/Blue	75	374	449	0.83 %	2/21/2016 4:00:00 PM
Level 4 Purple	206	343	549	0.62 %	2/21/2016 4:00:00 PM
Level 5 Brown/Blue	306	628	934	0.67 %	2/21/2016 4:00:00 PM
Level 5 Purple	379	164	543	0.30 %	2/21/2016 4:00:00 PM
Level 6 Brown/Blue	476	512	988	0.52 %	2/21/2016 4:00:00 PM
Level 6 Purple	633	105	738	0.14 %	2/21/2016 4:00:00 PM
Level 7 Brown/Blue	689	54	743	0.07 %	2/21/2016 4:00:00 PM

DE Garage

Description	Available	Occupied	Total	% Occupied	Last Update
Level 4	28	297	325	0.91 %	2/21/2016 4:04:01 PM
Level 5	81	187	268	0.70 %	2/21/2016 4:04:01 PM
Level 6	125	144	269	0.54 %	2/21/2016 4:04:01 PM
Level 7	191	86	277	0.31 %	2/21/2016 4:04:01 PM
Level 8	201	124	325	0.38 %	2/21/2016 4:04:01 PM

IAH eco

Description	Available	Occupied	Total	% Occupied	Last Update
Facility	4498	3846	8344	0.46 %	2/21/2016 4:04:00 PM
IAH ecopark	4498	3846	8344	0.46 %	2/21/2016 4:04:00 PM

IAH eco 2

Hobby Garages

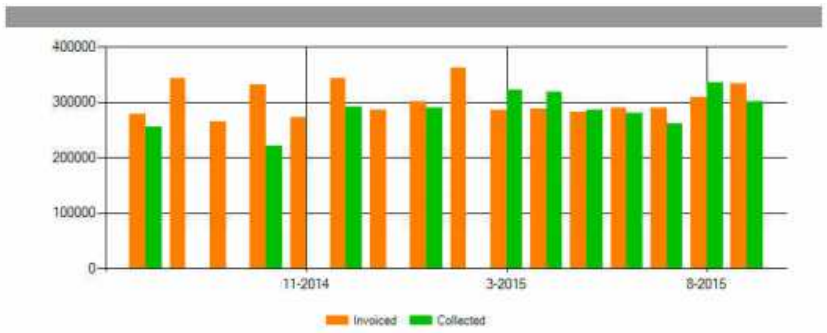
Description	Available	Occupied	Total	% Occupied	Last Update
Level 1	8	718	726	0.99 %	2/21/2016 4:04:00 PM
Level 2	147	508	655	0.78 %	2/21/2016 4:04:00 PM
Level 3	199	1067	1266	0.84 %	2/21/2016 4:04:00 PM
Level 4	699	608	1307	0.47 %	2/21/2016 4:04:00 PM

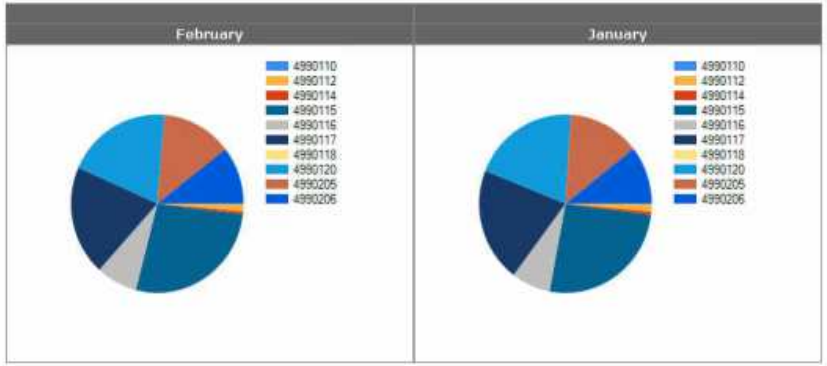
Hobby eco

Description	Available	Occupied	Total	% Occupied	Last Update
Public Parking	228	706	934	0.76 %	2/21/2016 4:04:00 PM

Breakdown by Lot / Garage

Dashboard – Card Access





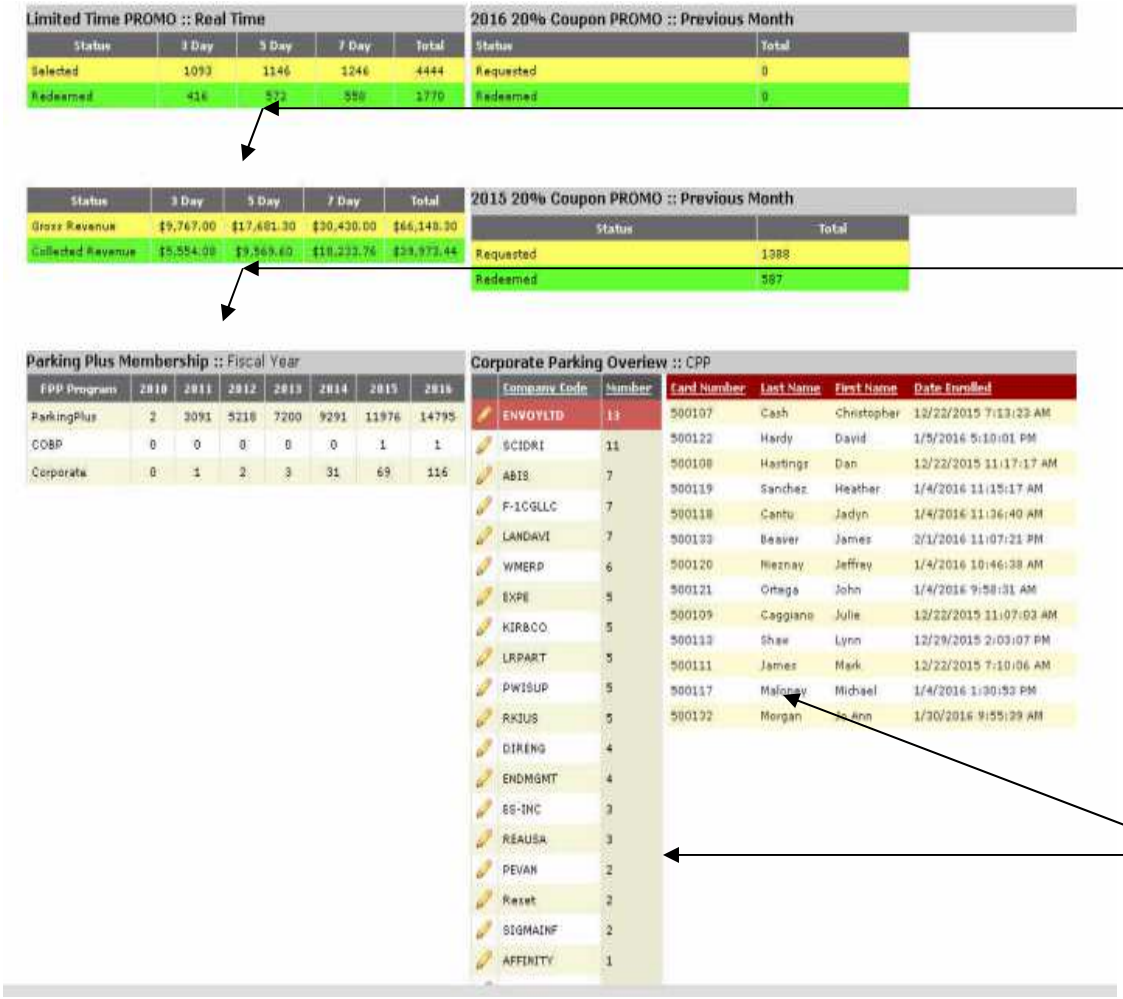
Access Group Name	Total Cardholders
100 - IAH 24 Hr -GAP	241
200 - HOU 24 Hr -GAP	100
22 - A/B - GAP	21
300 - IBH 24 Hr -GAP	374
40 - C/D/E - GAP	21
400 - 7D Free - GAP	37
500 - 14D Free -GAP	168
60 - IAH ECO - GAP	17
600 - 21D Free -GAP	20

Monthly
Invoiced vs Collected

Breakdown by
Lot / Garage

Summary of
Cardholders
By Access Group
Corporate Parkers

Dashboard – Promotions



Limited Time PROMO :: Real Time

Status	3 Day	5 Day	7 Day	Total
Selected	1093	1146	1246	4444
Redeemed	416	522	550	1770

2016 20% Coupon PROMO :: Previous Month

Status	Total
Requested	0
Redeemed	0

Status	3 Day	5 Day	7 Day	Total
Gross Revenue	$9,767.00	$17,681.30	$30,430.00	$66,148.30
Collected Revenue	$5,554.00	$9,569.60	$16,233.76	$39,973.44

2015 20% Coupon PROMO :: Previous Month

Status	Total
Requested	1388
Redeemed	597

Parking Plus Membership :: Fiscal Year

FPP Programs	2010	2011	2012	2013	2014	2015	2016
ParkingPlus	2	3091	5218	7200	9291	11976	14795
COBP	0	0	0	0	0	1	1
Corporate	0	1	2	3	31	69	116

Corporate Parking Overlew :: CPP

Company Code	Number
ENVOYLTD	13
SCIDRI	11
ABIS	7
F-ICGLLC	7
LANDAVI	7
WMERP	6
EXPE	5
KIRBCO	5
LRPART	5
PWISUP	5
RKIUS	5
DIRENG	4
ENDMGMT	4
ES-INC	3
REAUSA	3
PEVAN	2
Reset	2
SIGMAINF	2
AFFINITY	1

Card Number	Last Name	First Name	Date Enrolled
500107	Cash	Christopher	12/22/2015 7:13:23 AM
500122	Hardy	David	1/5/2016 5:10:01 PM
500108	Hastings	Dan	12/22/2015 11:17:17 AM
500119	Sanchez	Heather	1/4/2016 11:15:17 AM
500118	Cantu	Jadyn	1/4/2016 11:36:40 AM
500133	Beaver	James	2/1/2016 11:07:21 PM
500120	Nieznay	Jeffrey	1/4/2016 10:46:38 AM
500121	Ortega	John	1/4/2016 9:58:31 AM
500109	Caggiano	Julie	12/22/2015 11:07:03 AM
500113	Shaw	Lynn	12/29/2015 2:03:07 PM
500111	James	Mark	12/22/2015 7:10:06 AM
500117	Maloney	Michael	1/4/2016 1:30:53 PM
500132	Morgan	Jo Ann	1/30/2016 9:55:29 AM

Coupon/Promotion Summaries & Redemptions

Promotion Revenue

Parking Program Summaries

Corporate Parking Summary & Details

Dashboard Summary

- Microsoft SQL Based Data Storage
- Internal Hosted Microsoft WebServer but can be made public facing
- .NET architecture
- Modular Design to accommodate endless Input Databases
- Graphical Interfaces
- Does not affect PCI Compliancy

+ integrity + technology + innovation + initiative + knowledge + creativity

Work Plan / Task

AIRPORT SERVICES

PCI Compliance Plan

- PCI Compliant Operating Environment
- Comprehensive Policy, Procedures and Monitoring Program
  - Meets All 12 Data Security Standards
  - Storage of Sensitive Cardholder Data
  - Cardholder Data Access
  - Firewall Protection
  - Segmentation = Secure Network
  - Every Employee Must Pass Annual Training
- Dedicated, In-house PCI Compliance & Monitoring Experts
- Integration of
- Recent Attestation of Compliance (Houston)

Customer Service

- Clearly Communicate Service Expectations
- Give Employees the Tools to Successfully Engage
  - The Three Keys to Customer Satisfaction
  - **SP+** Customer Service Training Courses
- Create a Platform for Service
  - Internal & External Customers
  - Ownership mentality
- Targeted Customer Service Training
  - Construction
  - Rate changes
  - Operational shifts

Deliver Courteous, Efficient, Memorable Service

Customer Service

- Service is Not “The Flavor of the Month”
- Focus on Continuous Improvement
  - Comment Cards
  - Mystery Shopper / Mystery Rider Reports
- Analyze Feedback
  - Recognition for Positive Interactions
  - Take Corrective Action

Inspect What You Expect
Then Change Your Expectations

Training and Development

- Location Specific On-boarding
- SP Plus University™ Required Courses
- Position Specific Skills Training
- Three Keys to Customer Satisfaction
- Refresher Customer Service Training
- Performance Reviews
- Annual and Bi-annual Re-training Where Applicable
- Development and Career Pathing for Each Employee

Talent is Inherent – Skill is Learned

Training and Development

- SP+ University™
  - Web-Based Learning
  - Over 400 Modules
  - Individualized Training Plan for Each Employee / Position
  - Automated Calendar Reminders and Progress Reports
- In-Person Classroom & Online
  - Customer Service
  - Seasonal & Locational Safety Training
  - Operational effectiveness
  - Work Environment and Compliance

Everyone Says They "Train" Staff – We Can Prove It.

Customer Assist Services

- SP+ Staff Provides:
  - Jump Starts
  - Tire Inflation
  - Car Locates
- Services Promoted
  - ABIA Website
  - SP+ Service Vehicles
- Proposed Services Signs

+ integrity + technology + innovation + initiative + knowledge + creativity

Action Plan

AIRPORT SERVICES

Increasing Market Share

- Frequent Parker Program – A Strong Foundation
- Corporate Parker Program – Proven Strategies
- Unique, Local Promotions – Build Presence
- Search Optimization – ‘Parking Guide’ Webpage
- Yield Management – Dynamic Pricing

Frequent Parker Programs

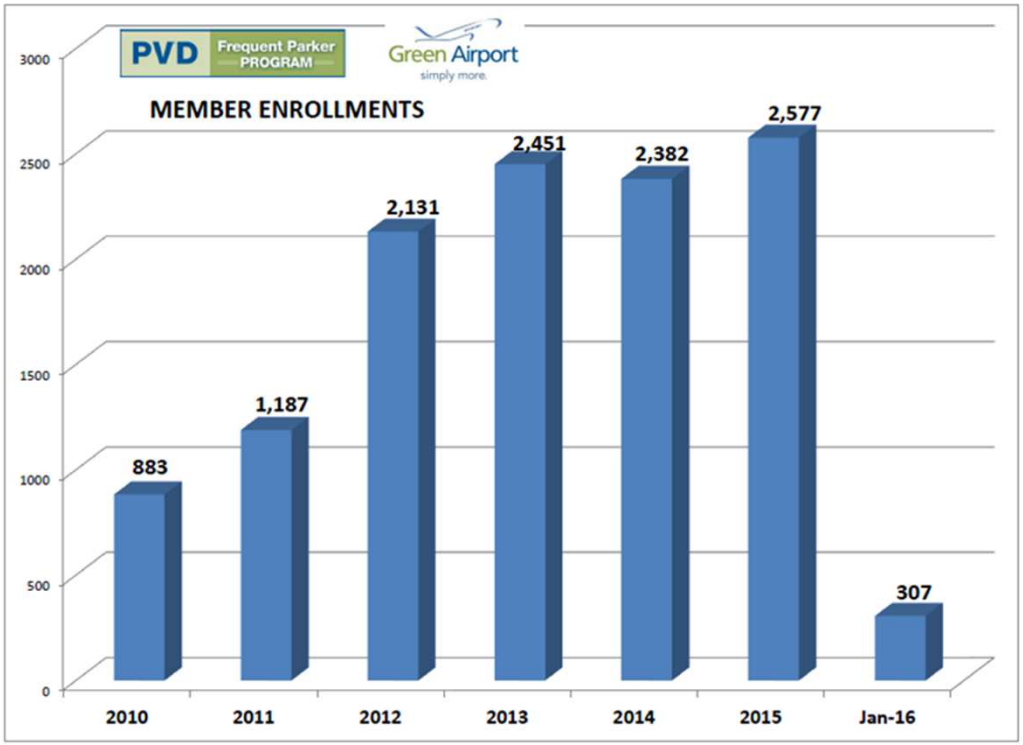
Impactful, Effective Programs and Promotions

- Unique Promotions
- Highly Cost-Effective
- Multi-faceted Reach
- Targeted Advertising – Maximum Impact per $$

R solutions℠
Merchandising • Promotions
Marketing

Increasing Market Share – PVD Case Study

Continued Growth



12,000 Enrolled Members

AIRPORT SERVICES

Corporate Parker Program

- Works in conjunction with the Frequent Parker Program
- Unique Offerings Ensure Repeat Usage
- Continued Growth
- Identify Target Companies
- Work with ABIA Staff
- Arrange In-Person Meetings
- Local Business Networks
  - Cultural Strategies

Unique Promotions

Orbitz Campaign

- Spring Break Focus
- Tagged to pvdairport.com Bookings
- 130,275 impressions

Cross-Promotions

- F&B and Retail Discounts

FPP Referral

- Easy to use, personalized email invitation

Search Engine Optimization

‘Parking Guide’ Webpage

- Designed for Search Optimization
- Space Availability Information
- Frequent Parker Sign-up
- Mobile-Optimized Version
- Awaiting Final Approval

Secure Online Offerings

- PCI Compliant Payment Card Offerings – FPP
- Unique Coupon Codes, Auditable, Non-reproducable

Actions to Contain Costs

- Increased Utilization of Automation & Technology
- Ongoing Review of Operations and Demand
  - Schedule Adjustments
  - Shuttle Routing
  - CSR Training & Additional Signage in Economy Lots
- Cross-Training
- Shuttle Maintenance Program
  - SP+ Fleet Maintenance
  - Ron Turley

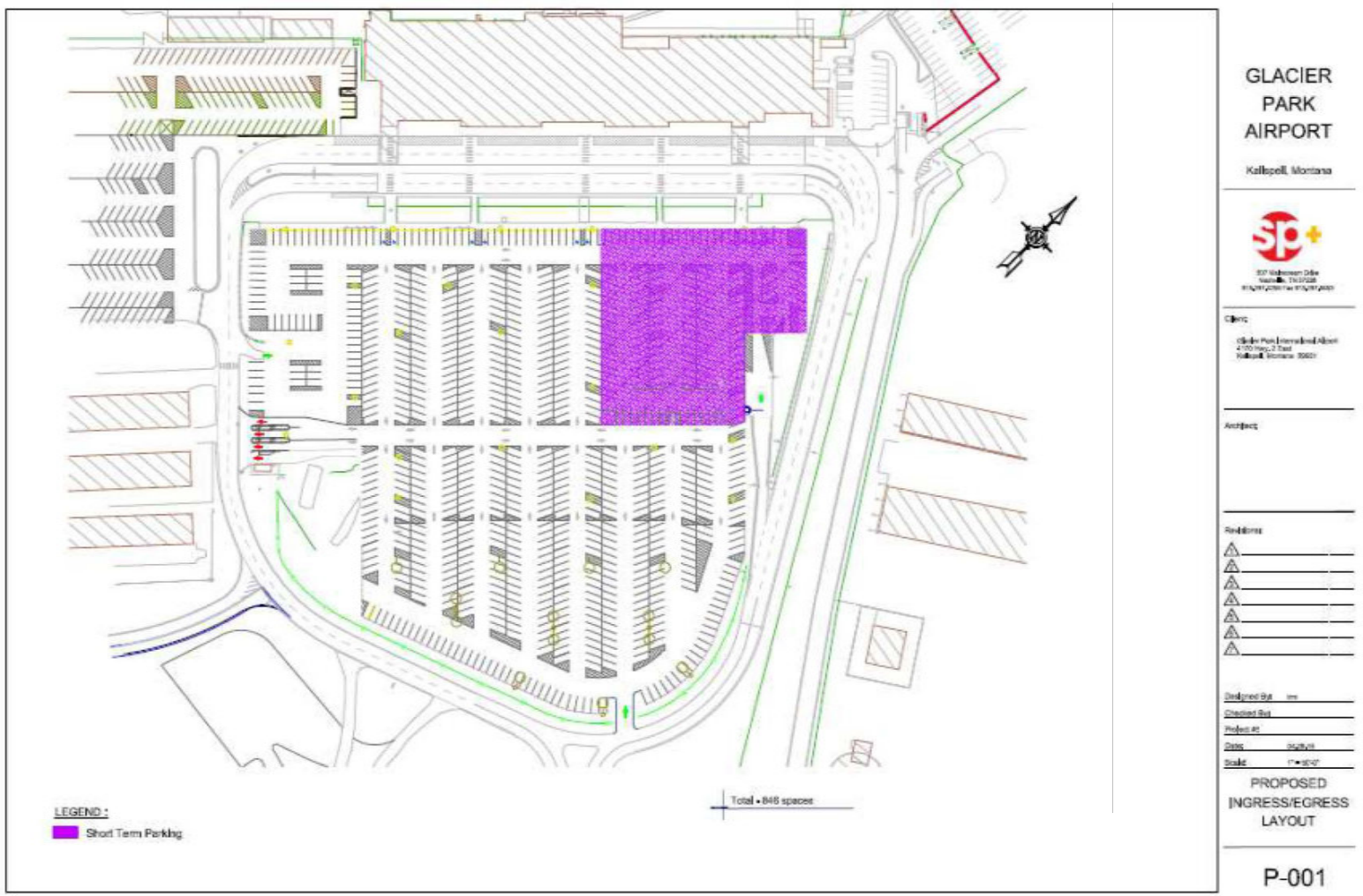
SP+ Fleet Services – Vehicle Maintenance

- Arranged for Multiple Vendors to Administer SP+ Fleet Services Maintenance Program
- Our Program Includes:
  - Preventive Maintenance
  - Major Component Repairs and Replacements
  - Body Damage Repairs
  - Component Initiatives (e.g. Pre-Season Air-Conditioning
- Fleet Utilization Tracking and Analysis
- Brake Wear Management
- Lubricant Analysis
- Image Maintenance
- Road Services and Towing
- Tire Management

Support for Major Capital Expansion

- Planning & Design
  - In-House Engineering Services
  - AutoCad Drawing Design Review
  - Traffic Flow Analysis
  - Parking Space Allocation and Efficiency
  - Lighting and Graphic Solutions
  - PARCS Requirements and Schematic Drawings
- Previous Airport Support
  - FLL, HOU, MSY, BNA, Toronto-Pearson and More
- Kalispell Case Study
  - SP+ Analysis and Re-Design Netted 100 additional spaces
- Design Review Hand-out

Kalispell Airport – Parking Design Review

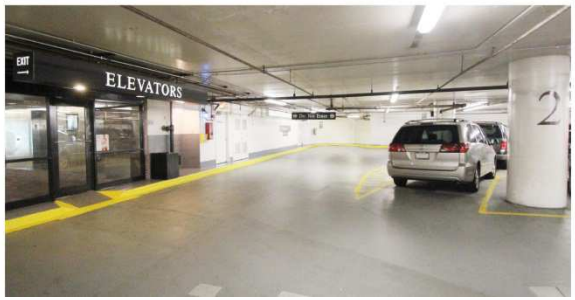


AIRPORT SERVICES

Support for Major Capital Expansion

- Construction Phase Support
- CLE Case Study
  - Valet Relocation
  - Capacity Management
  - Added Remote Shuttle Lot
    - Initiated Operations in Under 30 Days
  - Added 20+ CSRs for Roadway, Parking and GT Support

Thank you. Questions?



AIRPORT SERVICES

MAG CAR PARKING SERVICES

Proposal for Austin-Bergstrom International Airport

In Partnership with SP+ Airport Services

MAG IS THE LARGEST UK OWNED AIRPORT OPERATOR

MAG is currently serving 50 million passengers per annum from mutually compatible catchment areas. FY14 Revenue of £671m and FY14 EBITDA of £242m with strong YTD performance in FY15

Manchester Airport - MAN

- 22.3m passengers in 2015
- **UK's 3rd largest airport**
- 70+ airlines & 200+ destinations
- 2 runways with potential **62% spare capacity**
- 21m people within a 2 hour drive

Bournemouth Airport - BOH

- 0.7m passengers in 2015
- Significant investment in **new terminal** increasing passenger capacity to 3m p.a.
- **Wealthy catchment area**
- Large land holding – **on-site business park**

Catchment area within 2 hours' drive of:

MAN STN

East Midlands Airport - EMA

- 4.6m passengers in 2015
- **UK's largest freight airport after Heathrow –** 300,000 tonnes p.a.
- Located next to key road interchanges – four hours from virtually all UK commerce

London Stansted Airport – STN

- 20.9m passengers in 2015
- **UK's 4th largest airport**
- 150+ destinations
- 1 runway with **50% spare capacity**
- 25m people within two hours drive
- Acquired February 2013

MAG Property

- MAG has a property portfolio of >£600m
- c.500 properties and 1,000 tenants

Source: Management accounts FY14

MAG USA

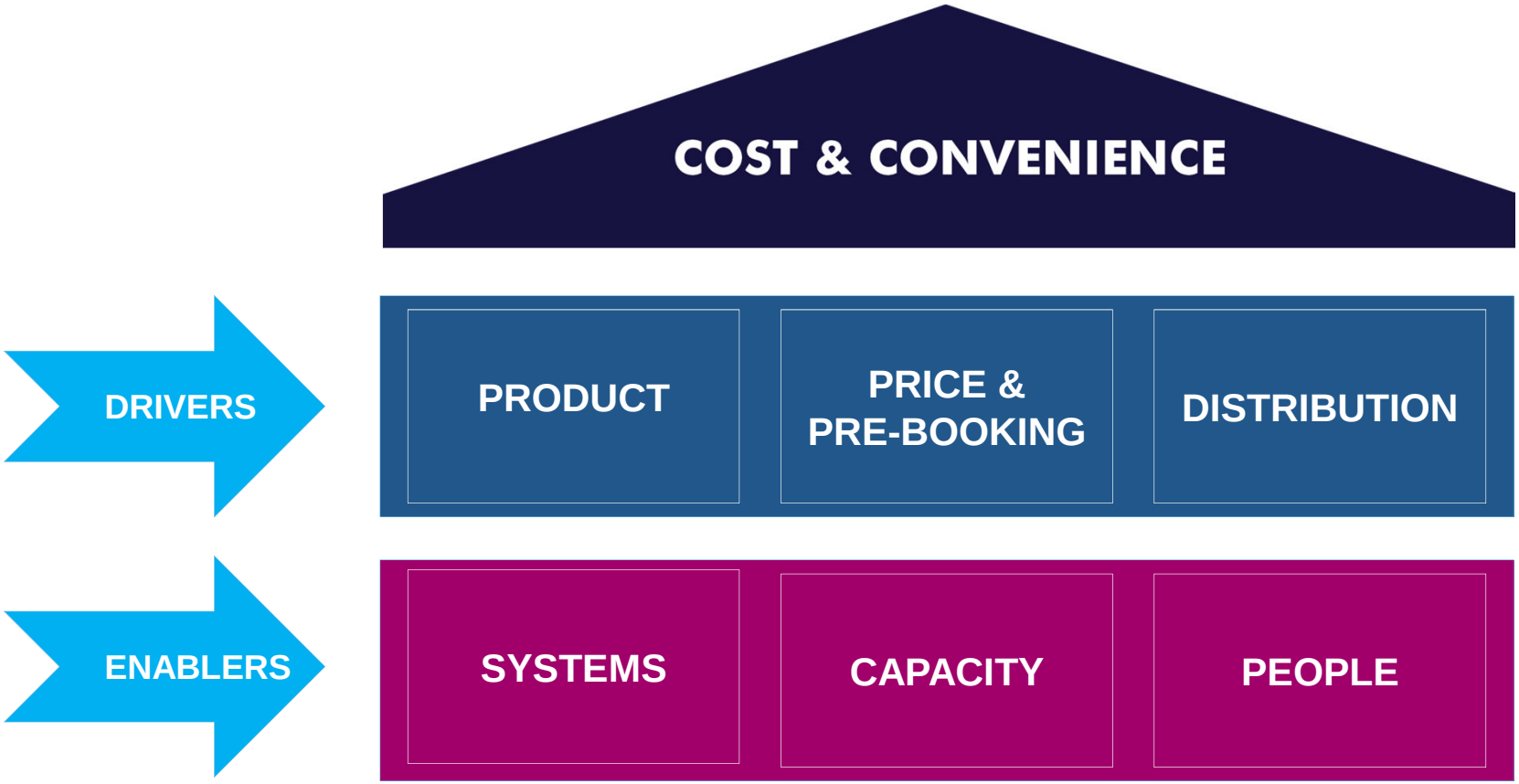
MAG CAR PARKING SERVICES HAS INCREASED REVENUES DRAMATICALLY

MAG Car Parking Services has years of experience growing revenues and customer satisfaction at 4 airports across the UK.

50% INCREASE	in annual revenue
$7 INCOME	in parking per enplaned passenger
100,000 CARS	parked at any one time
2.5 MILLION	online bookings annually
#1 IN ASQ	2014 parking facilities and value for money

MAG CAR PARKING SERVICES STRATEGY

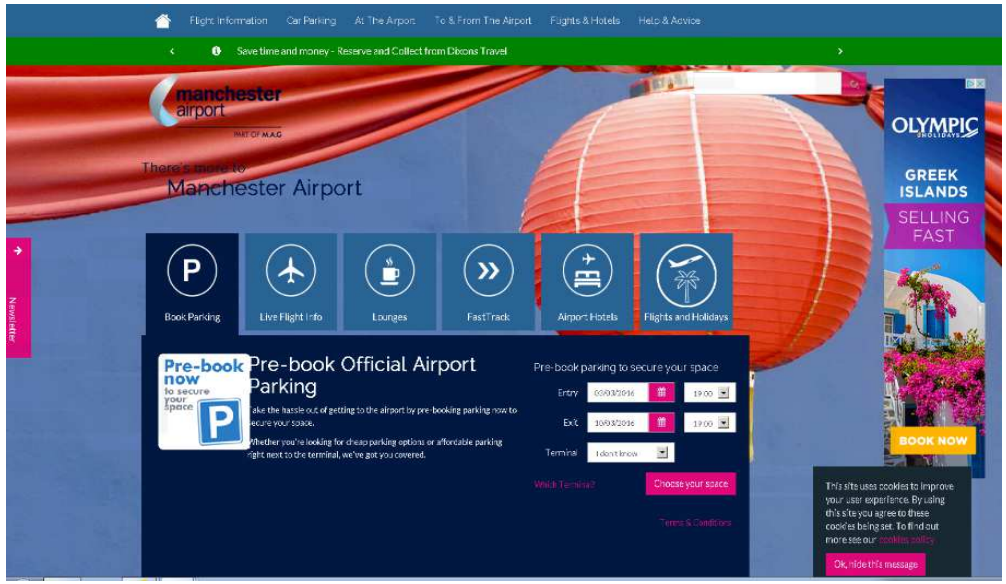
Providing customers with the right products & service, considering cost & convenience.



MAG CAR PARKING SERVICES STRATEGY FOR ABIA: PRE-BOOKING

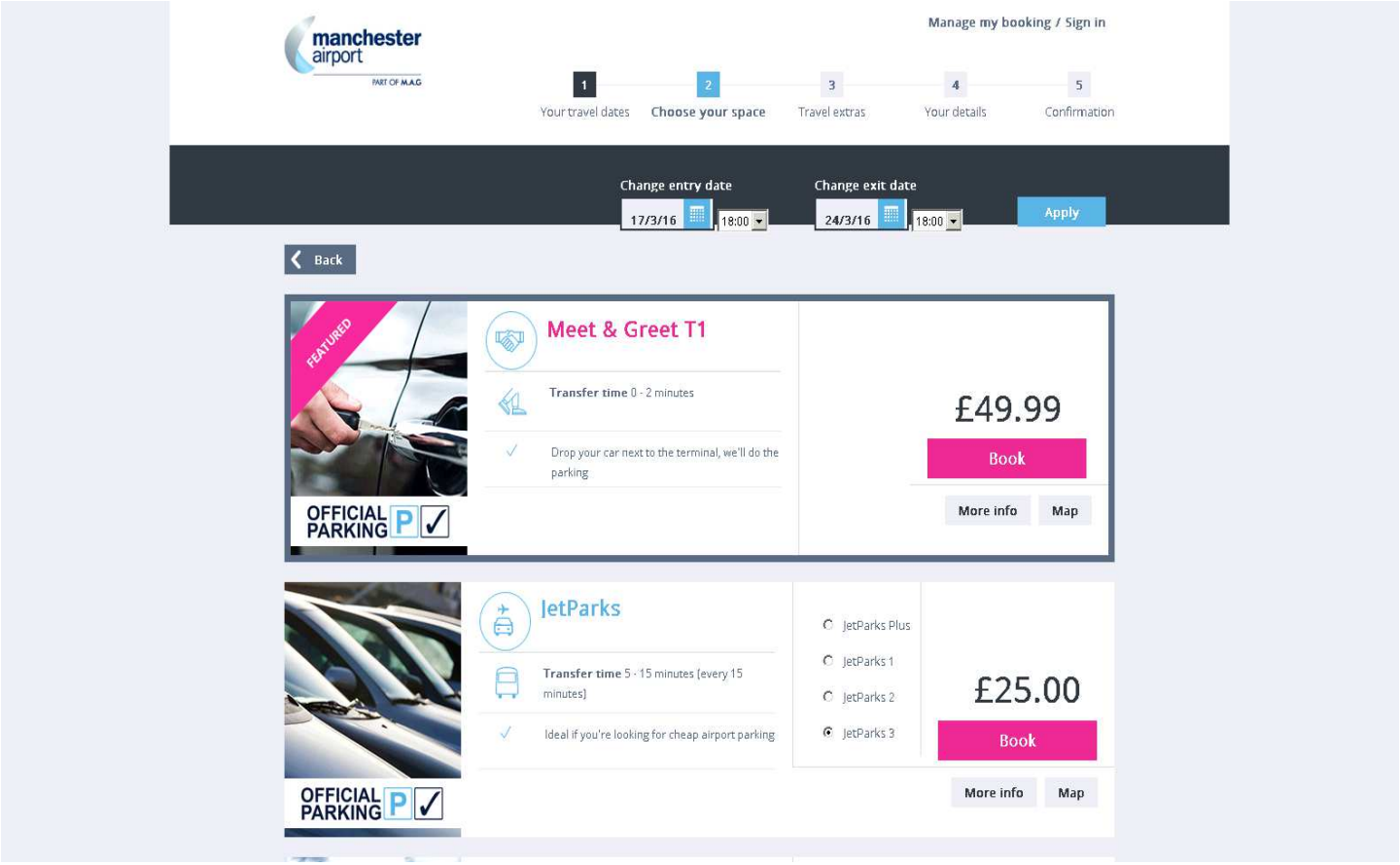
One key element to growing revenues is to stimulate the market to pre-book parking, utilizing the competitive advantages ABIA already enjoys.

- Implement 'Booking Widget' on the ABIA website for all current products
- Introduce MAG pre-book journey in all distribution channels as demand grows
- Integrate parking reservations into the booking flow of key airlines operating at ABIA
- Creation of bespoke booking solutions for businesses with high parking volumes
- Direct link from Google search to ABIA parking



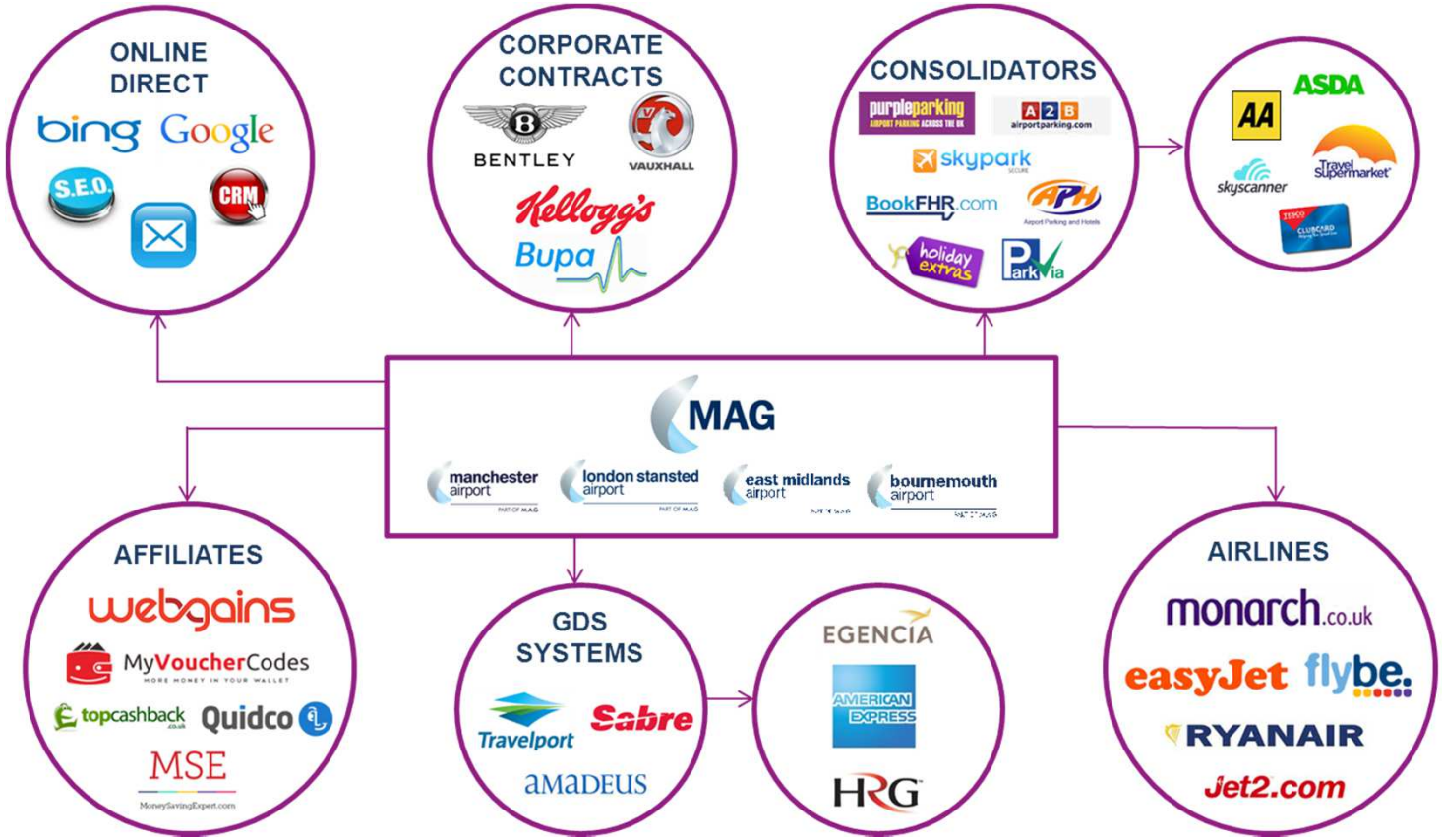
MAG CAR PARKING SERVICES STRATEGY FOR ABIA: DYNAMIC PRICING

As pre-booking grows, MAG can vary pricing throughout the week and year to manage capacity and offer the right pricing for the products ABIA chooses to offer.



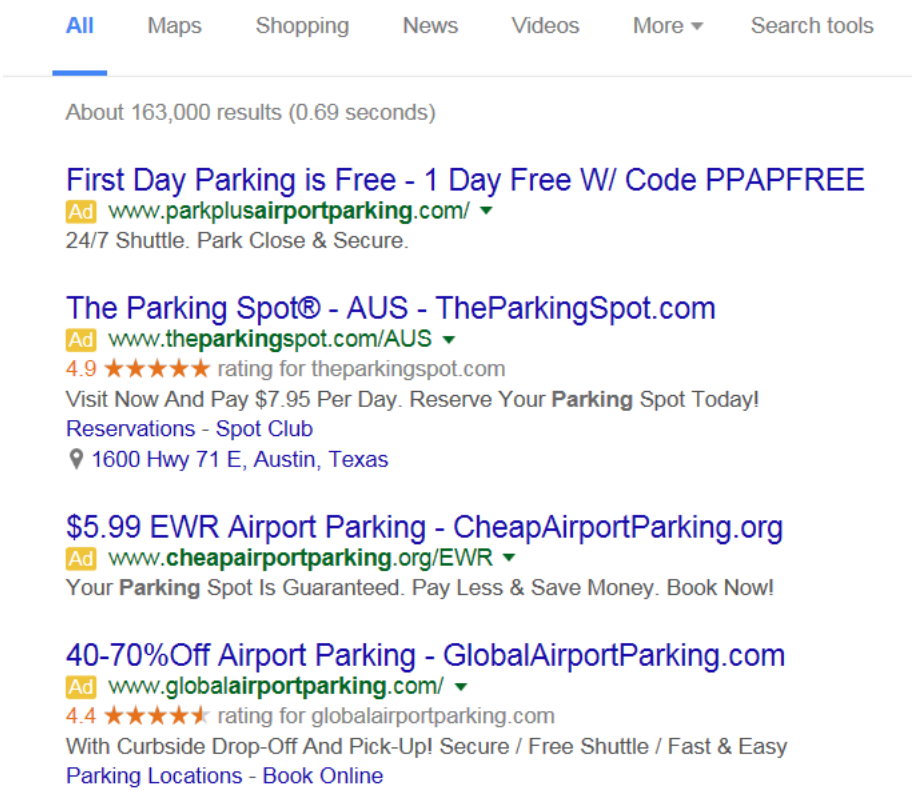
MAG CAR PARKING SERVICES STRATEGY FOR ABIA: DISTRIBUTION CHANNELS

MAG manages an extensive distribution network with a reach of over 20 consolidators, 8 airlines, 10 corporates and 300 affiliate partners.



MAG CAR PARKING SERVICES STRATEGY FOR ABIA: PAY PER CLICK

A search for parking at ABIA on Google yields these results with ABIA website not visible until well down the page. MAG's distributions strategy focuses on this as a key area to gain additional market share.



MAG CAR PARKING SERVICES STRATEGY FOR ABIA: NEW PRODUCTS

As the market grows, MAG will continually look for new products to meet customer needs. New products will be slowly introduced that meet customer desires for cost and convenience.

NAME	CLASS
VALET	PREMIUM
GARAGE	PREMIUM
MEET & GREET	PREMIUM/MID
LOT A	MID-RANGE
LOT B-G/JETPARKS	LOW COST

New products will focus on longer stay durations to gain market share from off-airport competitors and grow average stay duration at ABIA.

EXPECTED RESULTS: REVENUE ENHANCEMENT

MAG's own experience suggests there is room to improve the current yield in ABIA of approximately $3.00 per enplaning passenger.

London Stansted Case Study

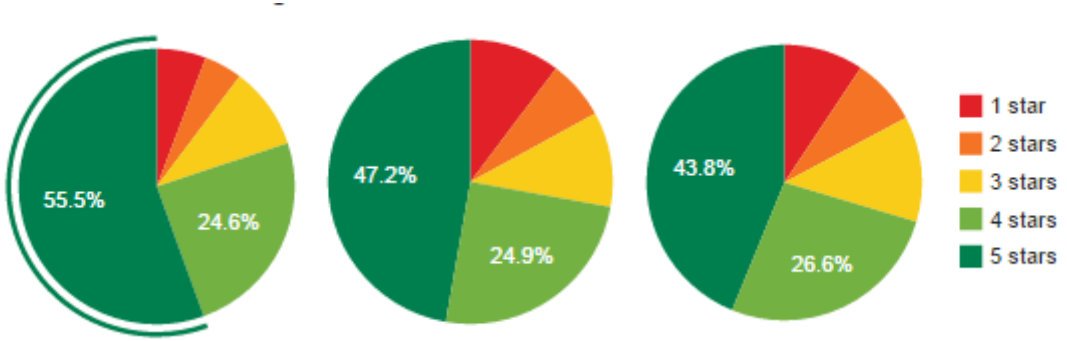
- Growth of **$13 million** (25%) from 2014 to 2015
- **55% growth** in online bookings (300k transactions)
- **87% market share** in parking

MAG USA

EXPECTED RESULTS: CUSTOMER SATISFACTION

Even as MAG has increased revenues, customer satisfaction has increased as the right products are offered at the right price.

- Recent MAN Meet & Greet NPS score of **73%**
- Achieved **#1** in 2014 in ASQ for 'Parking Facilities' **&** 'Value for Money'
- **80% of reviewers** rank Manchester as 4 and above

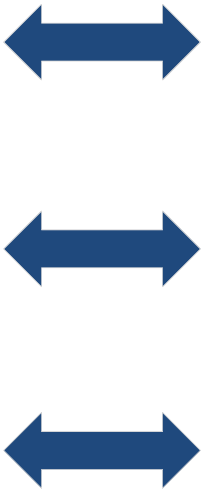


SUMMARY

MAG's experience as an airport operator will yield substantial benefits in growing revenues and customer satisfaction for to meet ABIA goals for parking.

ABIA Goals

- Increase ABIA Parking market share
- Improve customer experience
- Increase the net profit of the ABIA Parking operation
- Improve the efficiency of the ABIA Parking operation



MAG Strategy

- Pre-booking
- Dynamic pricing
- Distribution strategy
- Product strategy and new products
- Modern systems and technology seamlessly interfaced
- Resource – MAG Trading, marketing, IT & business development teams

MAG CAR PARKING SERVICES

Proposal for Austin-Bergstrom International Airport

In Partnership with SP+ Airport Services

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
SP PLUS CORPORATION
For
Parking Operations Management Services
MA NR160000005

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and SP Plus Corporation ("Contractor"), having offices at 1301 E Ninth Street, Ste. 1050, Cleveland, OH 44114.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services (including whether the added tasks are reimbursable or non-reimbursable expenses).

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jason Finch, Phone: (650) 821-7911, Email Address: jfinch@spplus.com. The City's Contract Manager for the engagement shall be Jerry Dinse, Phone: (512) 530-6344, Email Address: Jerry.Dinse@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for either party to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. The Contractor will promptly notify the City Contract Manager and obtain approval for the replacement of Contractor's key personnel. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

Austin-Bergstrom International Airport (Airport) is owned and operated by the City of Austin, through the City's Department of Aviation (DOA). The Airport is located approximately 8 miles southeast of Austin's business district. The Airport opened on May 23, 1999, and occupies 4,242 acres of land.

The City is entering into this Contract for Parking Operations Management Services with the Contractor for Contractor's collection of revenue and for to staffing, operation and management of the parking and busing operations at the Airport. The Contractor will be paid a fixed annual management fee, and will be reimbursed for approved expenses it incurs to operate and manage the parking and busing operations at the Airport.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all Deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the tasks as detailed in Exhibits B, C, G, H and I. The City reserves the right under this Contract to add or delete parking lots and facilities from Contractor's responsibilities.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid monthly and as indicated herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed $2,133,545 for all management and incentive fees during the initial term of this contract, as shown in Exhibit A. Following the initial term, during the periods of any extension options exercised under this Contract, the annual not-to-exceed amount to be paid for all management and incentive fees shall increase at a rate of 2.5% per year, as shown in Exhibit A. In addition, the Contractor will be compensated by City for those authorized reimbursable expenses specified in Exhibits A and B.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation
Attn:	Accounts Payable
Address	3600 Presidential Blvd., Suite 411
City, State, Zip Code	Austin, TX 78719

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper monthly invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming Deliverables by the Contractor;

3.3.3.2 third party claims pertaining to Contractor's operations at the Airport, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment except for amounts legitimately contested by Contractor;

3.3.3.4 damage caused by Contractor or its subcontractors to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor has factored the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card except as expressly provided in Exhibit B, Section 2.11.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

3.5.2 Beginning 120 days prior to the close of the contract and transition to a new contractor, the Contractor shall work with DOA staff and the new contractor to address scheduling, training, equipment removals, service expectations and transition to the newly awarded contractor. The Contractor shall provide to DOA a transition plan and schedule that shall address any outstanding obligations and that outlines what steps will be taken to ensure that DOA does not have any interruptions in parking operations management services that the Airport is fully functional until the contract close-out is complete.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of sixty (60) months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in Paragraph 4.1 above.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance**: The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of A-VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 If there shall be a dispute as to coverage, then the City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $5,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

5.1.2.1.1 The policy shall contain the following provisions.

5.1.2.1.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.1.2 Contractor/Subcontracted Work.

5.1.2.1.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.1.4 If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

5.1.2.1.1.5 Fire Legal Liability with a minimum limit of $100,000.

5.1.2.1.1.6 Medical expense coverage with a minimum limit of $10,000 any one person.

5.1.2.1.2 The policy shall also include these endorsements in favor of the City of Austin:

5.1.2.1.2.1 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.2.2 Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.2.3 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $5,000,000 per occurrence for bodily injury and property damage.

5.1.2.2.1 The policy shall include these endorsements in favor of the City of Austin:

5.1.2.2.1.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.1.2 Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.1.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee.

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

5.1.2.3.1.1 Waiver of Subrogation, Form WC420304, or equivalent coverage

5.1.2.3.1.2 Thirty (30) days' Notice of Cancellation, Form WC420601, or equivalent coverage

5.1.2.4 **Commercial Crime Insurance Coverage:** Commercial Crime Insurance Coverage shall be provided for all losses emanating from the handling of the City's checks, credit card receipts, or cash, including, but not limited to, losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of $1,000,000.

5.1.2.5 **Garage Liability Coverage:** Garage Liability coverage may be provided in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of $1,000,000 Auto Only/$1,000,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired and non-owned vehicles. The policy shall contain the following endorsements in favor of the City of Austin:

5.1.2.5.1 Additional Insured Endorsement

5.1.2.5.2 Waiver of Subrogation

5.1.2.5.3 Thirty (30) Day Notice of Cancellation.

5.1.2.6 **Property Coverage:** Property coverage shall be provided by Contractor to provide all risk physical loss coverage for equipment in the care, custody and control of Contractor. Coverage shall continue throughout the contract term. City of Austin shall be added as loss payee as its interests in claims asserted may appear.

5.1.2.7 **Garage keepers Liability Coverage:** Garage keepers Liability may be used to provide the required property coverage for vehicles in the care, custody and control of the Contractor.

Comprehensive and collision coverage shall be provided on a Direct Primary basis. The minimum limit for the Garage keepers coverage shall be $1,000,000.

5.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Payment Bond.**

5.2.1 The payment bond will be in the amount equal to the sum of the first year management fee plus 25% of the first year operating budget as shown in Exhibit A. Only approved reimbursable expenses will be budgeted within fourteen (14) calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2.2 The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension. Notwithstanding the foregoing, Contractor may provide an annually renewing Payment Bond, provided that Contractor shall renew the Payment Bond for the forthcoming year not less than sixty (60) days prior to its scheduled expiration date.

5.3 **Performance Bond.**

5.3.1 Prior to execution of the contract, Contractor shall deliver to the City, a performance bond, the amount of which shall be equal to the sum of the first year of the management fee plus twenty-five percent (25%) of the first year operating budget for the Parking Facilities and Shuttle Bus System as shown in Exhibit A (only approved reimbursable expenses will be budgeted). The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.3.2 The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension. Notwithstanding the foregoing, Contractor may provide an annually renewing Performance Bond, provided that Contractor shall renew the Performance Bond for the forthcoming year not less than sixty (60) days prior to its scheduled expiration date.

5.4 **Equal Opportunity.**

5.4.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.4.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.5 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.6 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.7 **Delays.**

5.7.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.7.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.8 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables. If Deliverables are developed using a subcontractor, Contractor will insure that ownership of all Deliverables completed by that subcontractor is in accordance with this Section.

5.8.1 **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.8.2 **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for

the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

5.8.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.9 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.10 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

5.11 **Monthly Subcontract Awards and Expenditures Report:**

5.11.1 The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

5.11.2 Mail the Purchasing Office copy of the report to the following address:

City of Austin Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

SECTION 6. WARRANTIES

6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 **Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and

environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Workforce Security Clearance and Identification (ID):**

7.4.1 Security Badges: Contractor and employees assigned to work on this contract in the secured areas of ABIA shall be required to obtain a security badge which must be worn at all times while on the ABIA premises. The security badge may prohibit access to some restricted areas at ABIA. The Contractor's employees must comply with all security restrictions. Violations may result in the Contractor receiving an FAA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.

7.4.2 Airport Security: Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.

7.4.3 Background Investigation: An application for each security badge can be obtained from the Airport Security and I.D. Section. A ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The Contractor shall be responsible for the cost thereof ($38.00 per fingerprint check).

7.4.4 Badge Fees: City will provide initial security badges free of charge to the Contractor. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - $50; 2nd replacement - $75; 3rd replacement - $100; etc. Upon expiration of this Contract, the Contractor shall return all security badges to the Airport Security and I.D. Section.

7.4.5 Each employee who receives an airport security badge will be required to attend an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.

7.5 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.5.1 disposal of major assets;

7.5.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.5.3 any significant termination or addition of provider contracts;

7.5.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.5.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.5.6 reorganization, reduction and/or relocation in key personnel;

7.5.7 known or anticipated sale, merger, or acquisition;

7.5.8 known, planned or anticipated stock sales;

7.5.9 any litigation against the Contractor; or

7.5.10 significant change in market share or product focus.

7.6 **Right To Audit.**

7.6.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.6.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.7 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.8 **Indemnity.**

7.8.1 Definitions:

7.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.8.1.2 "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.8.2 **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.9 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.10 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	SP Plus Corporation
ATTN: Jerry Dinse, Administrator, Aviation Parking Services	ATTN: Jack Ricchiuto, Executive Vice President
P O Box 1088	1301 East 9th St., Suite 1050
Austin, TX 78767	Cleveland, OH 44144
	And:
	SP Plus Corporation
	ATTN: Legal Department
	200 East Randolph Street, Suite 7700
	Chicago, IL 60601

7.11 **Confidentiality.** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.12 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law. Notwithstanding the foregoing, Contractor may include the City in its published list of clients.

7.13 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.14 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.15 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.16 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.17 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.18 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.19 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.20 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.21 **Dispute Resolution.**

7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.22 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.22.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.22.2 In accordance with the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program, the City will monitor compliance information regarding the use of certified MBE/WBE Firm(s) listed on the Contractor's Compliance Plan (Exhibit J). The Contractor shall submit electronically to the City's Contract Manager, no later than the 10th calendar day of every month, reports on progress toward meeting the MBE and WBE participation goals ("SMBR Reports"). The Contractor shall also email or fax SMBR Reports to the SMBR representative assigned to the project. The Contractor may be asked to report and appear before the City's MBE/WBE and Small Business Advisory Committee, the MBE/WBE and Small Business Council Sub-committee and/or Austin City Council regarding MBE and WBE participation, when feasible. City Staff will provide the Contractor at least one (1) month notice if reporting requests are made by Austin City Council or Committees.

7.23 **Subcontractors.**

7.23.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.23.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.23.2.1 require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.23.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.23.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.23.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.23.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.23.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.23.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.24 **Living Wages**.

7.24.1 The minimum wage required for any Contractor employee directly assigned to this City Contract is $13.03 per hour, unless Published Wage Rates are included in the solicitation. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

7.24.2 The City requires Contractors to provide a signed certification within five (5) calendar days of Contract execution certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than $13.03 per hour (see Exhibit E, Living Wages Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.24.3 The Contractor shall maintain throughout the term of the Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

7.24.4 The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall

be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://assets.austintexas.gov/purchase/living_wages_employee_certification.pdf .

7.24.5 Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report employee changes as they occur.

7.24.6 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in paragraph 7.24.3 above to verify compliance with this provision.

7.25 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.26 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.27 **Holidays.** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.28 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.29 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.30 **Incorporation of Documents. Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf.

7.31 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.31.1 any exceptions to the Offer accepted in writing by the City;

7.31.2 the Supplemental Purchase Terms and Conditions;

7.31.3 the Standard Purchase Terms and Conditions;

7.31.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

SP PLUS CORPORATION

By: Jason Finch
Signature

Name: Jason Finch
Printed Name

Title: SVP- West Airports

Date: 6/16/2016

CITY OF AUSTIN

By: Shawn Willett
Signature

Name: Shawn Willett
Printed Name

Title: Deputy Purchasing Officer

Date: 6/16/2016

List of Exhibits

Exhibit A	Financial Summary
Exhibit B	Scope of Work
Exhibit C	Shuttle Vehicle Lease Agreement
Exhibit D	Non Discrimination Certification, Section 0800
Exhibit E	Living Wages Contractor Certification, Section 0815
Exhibit F	Living Wages Employee Certification, Section 0820
Exhibit G	SP Plus Corporation Proposal dated 02/16//16 ("Contractor's Proposal")
Exhibit H	SP Plus Corporation Presentation dated 03/22/16
Exhibit I	City of Austin Request for Proposal No. PAX0127, issued 11/09/15 and all addenda thereto ("RFP")
Exhibit J	Compliance Plan

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	PARKING	FY16 Proposed Employees	FY16 Proposed Budget
1.00	**PAYROLL**		
	Management:		
	Airport General Manager	1	82,000
	Airport Assistant General Manager	1	60,000
	Finance Director	1	58,000
	HR Clerk	1	50,000
	Sub-Total	4	$ 250,000
	Non-Management:		
	Parking Cashiers	28	530,729
	License Plate Inventory	10	204,093
	Flaggers	9	244,741
	CSA/Maintenance	16	282,729
	Ambassador - Lot A	4	75,818
	Accounting Assistant	1	32,000
	Audit Clerk	2	42,224
	Receptionist	1	29,120
	Parking Supervisors	12	250,201
	Overtime Pay		49,123
	Vacation, Sick, Holiday, and Other Pay		100,430
	Sub-Total	83	$ 1,841,208
	TOTAL PAYROLL	87	$ 2,091,208
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes:		
	FICA		159,977
	Unemployment		41,824
	Sub-Total		$ 201,802
	Benefits:		
	401(k)		11,706
	Health Insurance		240,881
	Sub-Total		$ 252,587
	Insurance:		
	Workers Compensation		151,613
	Sub-Total		$ 151,613
	TOTAL TAXES, BENEFITS, & INSURANCE		$ 606,001
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies		36,663
	Garage Supplies		10,999
	Water Dispenser		1,800
	Janitorial Supplies		7,620
	Sub-Total		$ 57,082
	Equipment Maintenance / Leasing		-
	Sub-Total		$ -
	Uniforms		8,400
	Sub-Total		$ 8,400
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		$ 65,482
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		
	Telephone/Long Distance Service		2,400

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	PARKING	FY16 Proposed Employees	FY16 Proposed Budget
	CCTV / Intercom Maintenance (est. six cameras and a recorder)		-
	Cell Phones (no more than two)		2,460
	Internet Connectivity		-
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM		$ 4,860
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**		
	Revenue Control System Supplies (Consumables)		-
	Key Cards		9,000
	Tickets		14,020
	Sub-Total		$ 23,020
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES		$ 23,020
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**		
	Armored Car Service		63,600
	Postage		6,000
	Printing		11,000
	Sub-Total		$ 80,600
	Human Resource Training / Tests		4,306
	Time Recording System		3,000
	Automated Payroll processing		3,000
	Recruiting		5,700
	Sub-Total		$ 16,006
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING		$ 96,606
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES**		
	Shuttle Repairs / Preventive Maintenance		-
	Bus Cleaning and Supplies		-
	Bus Washing		-
	Sub-Total		$ -
	Vehicle Maintenance		-
	Automotive Equipment and supplies		-
	Sub-Total		$ -
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES		$ -
8.00	**CONTINGENCIES**		
	Miscellaneous Expenses / Projects		8,700
	Emergency Services / Labor / Parts		-
	Marketing		470,280
	Mystery Shopper		6,000
	Signs		1,980
	Licenses and Permits		300
	TOTAL CONTINGENCIES		$ 487,260
9.00	**SUB-CONTRACTED SERVICES**		
	Subcontract Services - Custodial Services		168,480
	TOTAL SUB-CONTRACTED SERVICES		$ 168,480
10.00	**MANAGEMENT FEE**		
	Administrative Management Fee (See Total Combined Budget and Management Fee Offer)		369,000
	TOTAL MANAGEMENT FEE		$ 369,000
11.00	**OTHER EXPENSES**		
	Credit Card Settlement Charges		849,104
	Credit Card Chargebacks		-

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)		
PARKING	FY16 Proposed Employees	FY16 Proposed Budget
Bank Service Charges		40,200
TOTAL OTHER EXPENSES		**$ 889,304**
GRAND TOTAL EXPENSES		**$ 4,801,221**

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	SHUTTLE (PARK RIDE)	FY16 Proposed Employees	FY16 Proposed Budget
1.00	**PAYROLL**		
	Management:		
	Transportation Manager	1	75,000
	Sub-Total	1	$ 75,000
	Non-Management:		
	Trainer	1	37,960
	Shuttle Supervisors	5	157,680
	Dispatchers	1	14,352
	Drivers	77	1,900,920
	Overtime Pay		105,546
	Vacation, Sick, Holiday, and Other Pay		137,993
	Sub-Total	84	$ 2,354,451
	TOTAL PAYROLL	**85**	**$ 2,429,451**
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes:		
	FICA		185,853
	Unemployment		48,589
	Sub-Total		$ 234,442
	Benefits:		
	401(k)		6,000
	Health Insurance		265,009
	Sub-Total		$ 271,009
	Insurance:		
	Workers Compensation		176,135
	Sub-Total		$ 176,135
	TOTAL TAXES, BENEFITS, & INSURANCE		**$ 681,586**
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies		5,500
	SmartDrive cameras for inside the shuttles		16,200
	Zonar (Pre-trip, Post trip,passenger count)		10,500
	Sub-Total		$ 32,200
	Equipment Maintenance / Leasing		-
	Sub-Total		$ -
	Uniforms		24,000
	Sub-Total		$ 24,000
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		**$ 56,200**
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		
	Telephone/Long Distance Service		4,200
	CCTV / Intercom Maintenance (est. six cameras and a recorder)		-
	Cell Phones (no more than two)		2,160
	Internet Connectivity		-
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM		**$ 6,360**
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**		
	Revenue Control System Supplies (Consumables)		-
	Sub-Total		$ -
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES		**$ -**
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**		

EXHIBIT 1

	FY16 Operating Budget (October 1, 2016 - September 30, 2017)		
	SHUTTLE (PARK RIDE)	FY16 Proposed Employees	FY16 Proposed Budget
	Postage		1,200
	Printing		-
	Sub-Total		$ 1,200
	Human Resource Training / Tests		7,488
	Time Recording System		2,500
	Automated Payroll processing		2,500
	Recruiting		1,800
	Sub-Total		$ 14,288
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING		**$ 15,488**
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES**		
	Shuttle Repairs / Preventive Maintenance		450,000
	Bus Cleaning and Supplies		5,000
	Sub-Total		$ 455,000
	Vehicle Maintenance		-
	Sub-Total		$ -
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES		**$ 455,000**
8.00	**CONTINGENCIES**		
	Miscellaneous Expenses / Projects		6,500
	Mystery Shopper		6,000
	TOTAL CONTINGENCIES		**$ 12,500**
9.00	**SUB-CONTRAGTED SERVICES**		
	Subcontract Services - Bus Washing		45,000
	TOTAL SUB-CONTRACTED SERVICES		**$ 45,000**
10.00	**MANAGEMENT FEE**		
	Administrative Management Fee (See Total Combined Budget and Management Fee Offer)		-
	TOTAL MANAGEMENT FEE		**$ -**
11.00	**OTHER EXPENSES**		
	Credit Card Settlement Charges		-
	Credit Card Chargebacks		-
	Bank Service Charges		-
	TOTAL OTHER EXPENSES		**$ -**
	GRAND TOTAL EXPENSES		**$ 3,701,585**

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	VALET	FY16 Proposed Employees	FY16 Proposed Budget
1.00	**PAYROLL**		
	Management:		
	Valet Manager	1	40,000
	Sub-Total	1	$ 40,000
	Non-Management:		
	Valet Cashiers	6	115,384
	Valet Supervisors	5	96,703
	Valet Runners	24	450,530
	Overtime Pay		29,660
	Vacation, Sick, Holiday, and Other Pay		30,261
	Sub-Total	35	$ 722,538
	TOTAL PAYROLL	**36**	**$ 762,538**
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes:		
	FICA		58,334
	Unemployment		15,251
	Sub-Total		$ 73,585
	Benefits:		
	401(k)		381
	Health Insurance		70,308
	Sub-Total		$ 70,689
	Insurance:		
	Workers Compensation		55,284
	Sub-Total		$ 55,284
	TOTAL TAXES, BENEFITS, & INSURANCE		**$ 199,558**
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies		4,280
	Sub-Total		$ 4,280
	Equipment Maintenance / Leasing		-
	Sub-Total		$ -
	Uniforms		8,400
	Sub-Total		$ 8,400
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		**$ 12,680**
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		
	Telephone/Long Distance Service		1,080
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM		**$ 1,080**
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**		
	Tickets		3,760
	Sub-Total		$ 3,760
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES		**$ 3,760**
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**		
	Armored Car Service		-
	Sub-Total		$ -
	Human Resource Training / Tests		1,309
	Automated Payroll processing		3,704
	Recruiting		475
	Sub-Total		$ 5,488
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING		**$ 5,488**

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	VALET	FY16 Proposed Employees	FY16 Proposed Budget
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES**		
	Shuttle Repairs / Preventive Maintenance		-
	Sub-Total		$ -
	Vehicle Maintenance		-
	Sub-Total		$ -
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES		$ -
8.00	**CONTINGENCIES**		
	Miscellaneous Expenses / Projects		720
	Signs		1,000
	Myster Shopper (Included in Parking Budget)		-
	TOTAL CONTINGENCIES		$ 1,720
9.00	**SUB-CONTRACTED SERVICES**		
	Identify and itemize budget for applicable sub-contracted services (i.e. security, volet services, etc.)		-
			-
	TOTAL SUB-CONTRACTED SERVICES		$ -
10.00	**MANAGEMENT FEE**		
	Administrative Management Fee (See Total Combined Budget and Management Fee Offer)		-
	TOTAL MANAGEMENT FEE		$ -
11.00	**OTHER EXPENSES**		
	Credit Card Settlement Charges		-
	Credit Card Chargebacks		-
	Bank Service Charges		-
	TOTAL OTHER EXPENSES		$ -
	GRAND TOTAL EXPENSES		$ 986,824

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	TOTAL OPERATION	FY16 Proposed Employees	FY16 Proposed Budget
1.00	**PAYROLL**		
	Management:		
	Airport General Manager	1	82,000
	Airport Assistant General Manager	1	60,000
	Finance Director	1	58,000
	HR Clerk	1	50,000
	Transportation Manager	1	75,000
	Valet Manager	1	40,000
	Sub-Total	6	$ 365,000
	Non-Management:		
	Parking Cashiers	28	530,729
	License Plate Inventory	10	204,093
	Flaggers	9	244,741
	CSA/Maintenance	16	282,729
	Ambassador - Lot A	4	75,818
	Accounting Assistant	1	32,000
	Audit Clerk	2	42,224
	Receptionist	1	29,120
	Parking Supervisors	12	250,201
	Trainer	1	37,960
	Shuttle Supervisors	5	157,680
	Dispatchers	1	14,352
	Drivers	77	1,900,920
	Valet Cashiers	6	115,384
	Valet Supervisors	5	96,703
	Valet Runners	24	450,530
	Overtime Pay		184,329
	Vacation, Sick, Holiday, and Other Pay		268,684
	Sub-Total	202	$ 4,918,197
	TOTAL PAYROLL	**208**	**$ 5,283,197**
2.00	**TAXES, BENEFITS & INSURANCE**		
	Taxes:		
	FICA		404,165
	Unemployment		105,664
	Sub-Total		$ 509,828
	Benefits:		
	401(k)		18,087
	Health Insurance		576,198
	Sub-Total		$ 594,285
	Insurance:		
	Workers Compensation		383,032
	Sub-Total		$ 383,032
	TOTAL TAXES, BENEFITS, & INSURANCE		**$ 1,487,145**
3.00	**SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS**		
	Office Supplies		46,443
	SmartDrive cameras for inside the shuttles		16,200
	Zonar (Pre-trip, Post trip, passenger count)		10,500
	Garage Supplies		10,999
	Water Dispenser		1,800

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	TOTAL OPERATION	FY16 Proposed Employees	FY16 Proposed Budget
	Janitorial Supplies		7,620
	Sub-Total		$ 93,562
	Equipment Maintenance / Leasing		-
	Sub-Total		$ -
	Uniforms		40,800
	Sub-Total		$ 40,800
	TOTAL SUPPLIES, EQUIPMENT MAINTENANCE & UNIFORMS		**$ 134,362**
4.00	**TELEPHONE, MOBILE COMMUNICATION & INTERCOM**		
	Telephone/Long Distance Service		7,680
	CCTV / Intercom Maintenance (est. six cameras and a recorder)		-
	Cell Phones (no more than two)		4,620
	Internet Connectivity		-
	TOTAL TELEPHONE, MOBILE COMMUNICATION & INTERCOM		**$ 12,300**
5.00	**REVENUE CONTROL SYSTEM SUPPLIES**		
	Revenue Control System Supplies (Consumables)		-
	Key Cards		9,000
	Tickets		17,780
	Sub-Total		$ 26,780
	TOTAL REVENUE CONTROL SYSTEM SUPPLIES		**$ 26,780**
6.00	**OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING**		
	Armored Car Service		63,600
	Postage		7,200
	Printing		11,000
	Sub-Total		$ 81,800
	Human Resource Training / Tests		13,103
	Time Recording System		5,500
	Automated Payroll processing		9,204
	Recruiting		7,975
	Sub-Total		$ 35,782
	TOTAL OPERATION / HUMAN RESOURCES SERVICES & EQUIPMENT LEASING		**$ 117,582**
7.00	**SHUTTLE / VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES**		
	Shuttle Repairs / Preventive Maintenance		450,000
	Bus Cleaning and Supplies		5,000
	Sub-Total		$ 455,000
	Vehicle Maintenance		-
	Automotive Equipment and supplies		-
	Sub-Total		$ -
	TOTAL SHUTTLE/ VEHICLE REPAIRS, MAINTENANCE & LICENSE / PERMIT FEES		**$ 455,000**
8.00	**CONTINGENCIES**		
	Miscellaneous Expenses / Projects		15,920
	Emergency Services / Labor / Parts		-
	Marketing		470,280
	Mystery Shopper		12,000
	Signs		2,980
	Licenses and Permits		300
	TOTAL CONTINGENCIES		**$ 501,480**
9.00	**SUB-CONTRACTED SERVICES**		
	Subcontract Services - Custodial Services (Parking)		168,480

EXHIBIT 1

FY16 Operating Budget (October 1, 2016 - September 30, 2017)			
	TOTAL OPERATION	FY16 Proposed Employees	FY16 Proposed Budget
	Subcontract Services - Bus Washing (Shuttle)		45,000
	TOTAL SUB-CONTRACTED SERVICES		$ 213,480
10.00	**MANAGEMENT FEE**		
	Administrative Management Fee		369,000
	TOTAL MANAGEMENT FEE		$ 369,000
11.00	**OTHER EXPENSES**		
	Credit Card Settlement Charges		849,104
	Credit Card Chargebacks		-
	Bank Service Charges		40,200
	TOTAL OTHER EXPENSES		$ 889,304
	GRAND TOTAL EXPENSES		$ 9,489,630

EXHIBIT A
FINANCIAL SUMMARY

Exhibit 2 – Management Fee

Company proposes an annual fixed management fee as compensation for services under the Management Agreement in the following amounts.

The Management Fee shall cover:

- The Company's profit;
- Corporate operating expenses
- Administrative expenses and overhead
- Other expenses incurred in the parking or bus operations that are not reimbursable that are not reimbursable under this contract (item 8.4)

Please fill in the Management Fee Offer in both words and numbers)

1. The amount of Proponent's **Contract Year No. 1 Management Fee Offer** is

   Three hundred sixty-nine thousand ($ 369,000) Dollars,

2. The amount of Proponent's **Contract Year No. 2 Management Fee Offer**

   Three hundred seventy-eight thousand two hundred twenty-five ($ 378,225) Dollars,

3. The amount of Proponent's **Contract Year No. 3 Management Fee Offer** is

   Three hundred eighty-seven thousand six hundred eighty-one ($ 387,681) Dollars,

4. The amount of Proponent's **Contract Year No. 4 Management Fee Offer** is

   Three hundred ninety-seven thousand three hundred seventy-three ($ 397,373) Dollars,

5. The amount of Proponent's **Contract Year No. 5 Management Fee Offer** is

   Four hundred seven thousand three hundred seven ($ 407,307) Dollars,

6. The amount of Proponent's **Contract Year No. 6 Management Fee Offer** is

   Four hundred seventeen thousand four hundred ninety ($ 417,490) Dollars,

7. The amount of Proponent's **Contract Year No. 7 Management Fee Offer** is

   Four hundred twenty-seven thousand nine hundred twenty-seven ($ 427,927) Dollars,

8. The amount of Proponent's **Contract Year No. 8 Management Fee Offer** is

   Four hundred thirty-eight thousand six hundred twenty-five ($ 438,625) Dollars.

AIRPORT SERVICES

K. ANNUAL INCENTIVE FEE

A Proposer shall propose an incentive fee, which may be earned by meeting specified performance measures. The incentive fee program shall be designed to reward exceptional performance, not mere compliance with contract requirements or routine performance of the Company's duties. Acceptability and awarding of the proposed incentive fee is at the sole discretion of the City. An incentive fee shall not be based on net revenue, or any other measure of income less expenses. Fifty percent of any monies awarded based on the Company having earned an incentive shall be distributed to the employees of the company. If a proposer wishes to propose an incentive fee, the Proposal shall specify all material terms and conditions of the proposed incentive fee program, including (Scope of Work, item 8.2)

1. **Proposed performance measures**
2. **Annual targets for each measure**
3. **Measure methodology and frequency, and**
4. **Amount of the incentive fee allocated to each measure.**
   An annual incentive fee shall not exceed 10% of applicable annual base management fee for each contract year.

PROPOSED PERFORMANCE BASED INCENTIVE PLAN

SP+ proposes an incentive fee that will encourage the company to strive for superior performance, with recognition and reward for the company and our local staff for achieving the desired results. In accordance with Section 8.2 of the RFP, **SP+** and ABIA will meet no later than the 90th day before the end of each Contract Year to determine the performance measures and associated point value of each for the following Contract Year.

Incentive Plan payments will be tied to the results of an annual evaluation, based upon specific performance criteria for each of the established categories. The proposed performance metrics are for recommendation purposes only, subject to approval and acceptance by the Airport. The program will be aligned with the goals and objectives of the Airport, incentivizing the Operator to increase revenues, minimize operating expenses and provide outstanding service to ABIA and its parking patrons.

INCENTIVE FEE

The total available incentive fee will not exceed ten percent (10%) of the fixed Management Fee for each Contract Year. Specific percentages of the total incentive fee are assigned to the various performance categories below. **SP+** commits to distributing 50% of the total incentive fee earned each year to our local staff at ABIA.

ANNUAL INCENTIVE EVALUATION MEETING

SP+ will meet with ABIA staff within 60 days following the anniversary date of each contract year to present detailed incentive plan evaluation data for the subject year. No less than one week prior to the meeting, **SP+** will provide ABIA with relevant data and documentation, and supporting analysis, tied to each of the performance criteria.

INCENTIVE EVALUATION CRITERIA

The proposed evaluation categories, performance measures and award values for each are:

1. **Revenue Enhancement** — **15% of the available incentive**

- Year-Over-Year Revenue Growth
- Parking Rate/Utilization Analysis
- Recommendations for Innovative Revenue Enhancements

SP+ AIRPORT SERVICES

2. **Budget Attainment** — 15% of the available incentive

- Operating within Budget Guidelines
- Cost Saving Initiatives
- Recommendations for Operating Efficiencies
- Effective Utilization of Technology

3. **Customer Service** — 15% of the available incentive

- Number/Ratio of Customer Complaints and Compliments
- Responsiveness to Customer Issues
- Mystery Shopping Results
- Customer Wait Times/Headways
- Training and Incentive Programs
- Corrective Measures and Policies

4. **Operational Performance** — 15% of the available incentive

- Maintenance of Facilities and Equipment
- Optimization of PRCS System
- Audits and CSAs
- Safety Programs and Record
- Recommendations for Operational Improvements

5. **Responsiveness to Airport** — 15% of the available incentive

- Timeliness and Accuracy of Reports
- Detailed Budget Preparation and Analysis
- Flexibility, Responsiveness and Effectiveness in Special Events/Circumstances

6. **Management Performance/Support** — 15% of the available incentive

- Regional and Corporate Support
- Innovations and Solutions
- Development and Assistance w/Marketing Initiatives and other Specialized Services

7. **Marketing Initiatives** — 10% of the available incentive

- Successful Implementation of Approved Marketing Initiatives
- Effective Management of Frequent Parker, Corporate Parker and other Programs
- Reporting and Delivery of Meaningful Marketing Data and Analysis
- Recommendations for, and Development of, New Initiatives and Promotions

Consideration will also be given under each category to the **SP+**'s efforts to identify and address areas of concern, our response to the Airport's concerns and ongoing efforts by the **SP+** to improve operations and performance.

EXHIBIT B
SCOPE OF WORK
PARKING OPERATIONS MANAGEMENT SERVICES

1. CURRENT PARKING FACILITIES, CONTROL SYSTEM, AND OPERATIONS

The Company shall manage all parking facilities and parking services directly controlled by the DOA, which shall include all future parking facilities developed by the DOA, or comes under the direct operating control of the DOA. The Airport operates 365 days per year, 24 hours per day. If Company's services are expanded to include future parking facilities, and if such expanded services shall materially increase Company's costs, then the Management Fee shall be equitably increased to account for such increased costs and the budget of reimbursable expenses modified accordingly.

The Company shall comply with all requirements set forth in the management agreement, Information System DOA policies, procedures, and requirements. Airport Security Plan and associated security directives, as may be amended from time to time.

https://austintexas.gov/department/airport-parking

1.1 Parking services currently provided are:

- Executive Valet,
- Family Friendly Valet,
- Garage/Short Term (G1 and G2),
- Close-in Walking Surface Lot,
- Seven (7) Long Term Surface Lots,
- Employee parking lot, and
- Three (3) remote overflow lots, totaling in excess of 14,100 spaces.

1.2 The Airport offers a Park Perk loyalty program to approximately 10,000 members of its Frequent Parker Program. Park Perk Program

1.3 In 2014, the parking facilities described below generated gross revenues exceeding $34,875,000. Parking Facilities are as follows:

1.3.1 Parking Garages Map:

a. G1 - a three floor structure; with public parking in 2,447 spaces on floors one and two only. It is located north of the Terminal building. Two hundred fourteen (214) parking spaces have been designated for Executive Valet parking on the ground floor, at the east end of the garage.

b. G2 - 758 paved spaces located of the first floor of the newly completed consolidated rental car facility.

c. Lot A - 1021 paved space surface parking lot, north of the parking garage.

d. Lot B - 1,244 paved space surface parking lot, north and west of Lot A.

e. Lot C - 1,532 paved space surface parking lot, east of long-term parking Lot B.

f. Lot D - 1,421 paved space surface parking lot, north of long-term parking Lot B.

g. Lot E - 533 paved space surface parking lot, east of long-term parking Lot D.

h. Lot F - 1,116 paved space surface parking lot, north of long-term parking Lot D.

i. Lot G - 1,422 paved space surface parking lot, east of long-term parking Lot E and north of long-term parking Lot C.

j. Lot H - 449 paved space surface lot, located on Rent Car Lane.

k. Lot I - 583 paved space surface lot, east of the terminal at the end of Hotel Drive.

l. Lot J - 1,474 paved space surface lot, east of Presidential Blvd. on Hotel Dr.

m. Cargo Apron - 879 paved space surface lot, west of Spirit of Texas on Cargo Ave.

n. Other - other garage, surface parking lots or expansion of existing facilities that the City develops on or off the Airport during the term of this agreement to provide parking for Airport patrons and employees.

1.4 The parking rates (Inclusive of 8.25% State and local sales tax) are as follows:

Public Parking	
Garage (G1 and G2)	$3 per hour; $23 per day maximum
Close-in Lot	$3 per hour; $11 per day maximum
Long Term Lots	$3 per hour, $7 per day maximum
Executive Valet	$27 per day maximum
Family Friendly Valet	$18 per day maximum
Employee Parking	
Airport Employee Fee	$20 per month
Flight Crew Members	$50 per month

1.5 Parking Data: For the calendar year ending December 2014, the following data represents the number of revenue transactions for ABIA.

Garage	681,645
Lot A	143,213
Long Term	475,138
Executive Valet	12,729
Family Friendly Valet	22,560

1.6 Operations: The Company shall:

1.6.1 Monitor all parking facility entrance and exit gates.

1.6.2 Administer DOA's employee-parking permits per the Airport requirement (to be provided to the Company after contract award).

1.6.3 Collect parking fees from customers using the Airport public and employee parking facilities, and remit such fees to the DOA.

1.6.4 Manage the frequent parker program (ParkPerks or other/additional parking incentive program) customer accounts.

1.6.5 Monitor and manage traffic within the parking facilities.

1.6.6 Manage and operate full service valet parking operation.

1.6.7 Conduct nightly inventory of all vehicles parked in the public parking facilities and maintain the accuracy of the license plate inventory in the license plate inventory system.

1.6.8 Arrange for the removal of abandoned or illegally parked motor vehicles in accordance with Texas Transportation code governing the disposal of abandoned vehicle by a parking operator. http://www.statutes.legis.state.tx.us/Docs/TN/htm/TN.683.htm

1.6.9 Provide custodial services to clean and maintain the Parking Facilities, including trash removal, and routine cleaning of the interior spaces of the garage, plazas, exit booths, and all space allocated to the Company.

1.6.10 Develop and implement a comprehensive City approved training program for all Company personnel at the Airport.

1.6.11 Assist the DOA in revising and updating Airport Parking Procedures Manual, Business Continuity Plan, and Incident Response Plan.

1.6.12 Maintain staffing levels sufficient for operations per Scope of Work requirements. Current staffing levels are:

- 25 to 27 cashiers, eight-hour shifts daily, distributed between the north and south toll plazas; and
- average of 13 customer service/maintenance personnel per day; and
- average of 6 inventory attendants nightly; and
- average of 42 to 45 shuttle bus drivers per day; and
- average of 3 shuttle dispatchers per day; and
- average of 9 flaggers, Monday thru Friday; and
- shift supervisory and assistant shift supervisors coverage for each shift and function per day; and
- average 19 valet attendants per day.
- Management/office personnel consisting of one clerk, one receptionist, one accountant, one accountant assistant, one Human Resources representative, two Assistant General Managers and one General Manager.

1.6.13 Remove from the parking payroll and operation any employee who violates Applicable Law, Airport rules and regulation or Procedures Manual, possesses alcohol, illegal drugs or firearms, is under the influence of alcohol or illegal drugs, or whose behavior is the subject of multiple verified Customer complaints, or whose actions in the opinion of the City, are detrimental to the public interest at the Airport.

1.7 Customer Claims, Comments, and Complaints

1.7.1 Company shall handle and provide a written summary report to the Director or designee all customer comments and complaints.

1.7.2 Company report all claims made for loss or damage to vehicles or other property in connection with the operation of Parking Facilities within one business day after receipt.

1.7.3 If a customer experiences a problem with the service provided by Company's agents or employees, Company is responsible for issuing any refunds due to the Customer. Refunds under this section are not a reimbursable expense unless expressly authorized ty the Director or designee.

1.7.4 Company deliver a written summary of each complaint received orally, and a copy of any written complain to the DOA within twenty-four (24) hours of receipt.

1.8 Procurement

1.8.1 Company will comply with all Applicable Law governing City procurements. All procurements over $50,000 must be solicited through competitive sealed bids

1.8.2 The cost of goods, services, and equipment procured by the Company under this section, are passed through to the City without markup, except for Company's actual costs incurred in the procurement as authorized in advance by DOA Director or designee.

1.8.3 The Company shall sell or dispose of surplus Parking Facility goods, equipment, and vehicles per writing request from DOA Director or designee. All proceeds of sale are property of the City and are remitted by Company to the City.

1.8.4 All goods, services or equipment purchased by Company for which the City reimburses become property of the City immediately upon reimbursement.

1.9 Marketing

1.9.1 Provide to DOA Director for approval a specific Parking Products Marketing Plan (Plan), with approximate budgets, aimed at marketing the Airport On-Site Parking Products. The Plan is to be updated annually. At minimum, the Plan includes the following information:

- Product or event description
- Marketing objectives
- Market research data
- Target audience(s
- Specify campaigns for each parking product
- Listing of campaign elements, such as ads, print pieces, E-marketing, TV commercial, and banner
- Customer feedback process to routinely gauge the effectiveness of parking products/services.
- Deliverables and the timeline for submission to the Director
- Budget
- Evaluation methodology

1.9.2 Design Standards. Company shall observe and comply with the Airport identity.

1.9.3 The Company shall provide a monthly Marketing Services Budget not less than 45, nor more than 90 days prior to each campaign kickoff.

1.9.4 DOA Director shall have the final approval on all marketing campaign.

1.10 Revenue, Collections, and Control

1.10.1 Operate, support, and manage the revenue control system as directed by the DOA, including providing assistance with system maintenance, trouble shooting, and implementation of system upgrades.

1.10.2 Maintain a system of internal controls over all parking revenue, expenses, special collections, refunds, etc., to include, but not limited to, segregation of duties,

management review and oversight, written policies and procedures for this location, and appropriate staffing.

1.11 Financial and Accounting Procedures and Control

1.11.1 Perform internal quarterly audits and procure external annual audits as specified in the management agreement

1.11.2 Perform accounting and on-site auditing for all parking revenues and accounts.

1.11.3 Subject to the Airport approval, procure and pay for credit card processing and settlement agreements.

1.11.4 Responsible for ensuring compliance with Payment Card Industry (PCI) standards currently in effect and any revisions of the standards implemented in the future.

1.11.5 Provide continuous on-site management of employees and daily self-audit of revenue control.

1.11.6 Provide services for the collection and depositing of parking revenue to the City's account (Brinks Compusafe or similar service acceptable to the City).

1.11.7 Maintain all books, records, and original documentation (e.g., used tickets) for a minimum of three (3) years or as specified in the management agreement.

1.11.8 Prepare and submit to DOA annual operating budgets Parking Facility inclusive of Executive Valet and Family Friendly Valet, Parking Shuttle Bus operations, and Terminal Apron Passenger Transfer operation. These annual budgets shall be approved by Contractor's General Manager (GM) prior to submittal to DOA.

1.12 The Airport Parking Automated Revenue Control and Management System (PARCS) is currently an Amano McGann system.

1.12.1 PARCS is an on-line real-time parking management system designed specifically to accommodate the parking demands of the Airport parking environment. PARCS incorporates microprocessor technology, allowing the system to operate in a true multi-tasking, multi-user operating system. The hardware and software provides an on-line and off-line type of independent equipment operation.

1.12.2 PARCS is a fully-integrated facility management system capable of seamlessly addressing access, revenue, count and monitoring statistics, valet system, alarm monitoring, license plate inventory (LPI), frequent parker program, debit access, and remote control capabilities. Statistical and financial data is available in a multi-tasking, multi-user Windows 7 operating system that provides information and reports from the system's central computer management system.

1.12.3 PARCS incorporates eleven entry lanes, four lanes to the garage, three lanes to Lot A, and four lanes accessing long-term parking.

1.12.4 The Airport has two exit toll plazas: the south plaza serving the garage and the north plaza serving Lot A and long-term parking. The north plaza has five exit lanes, two of which are automated lanes. Each entry lane and the automated lanes are equipped to process credit card in and credit out transactions in

addition to ticket in/credit card out and Airport's frequent parker program media. The newly constructed south plaza will incorporate eleven exit lanes, five of which are automated lanes.

1.12.5 Amano McGann is a credit-card-on-file system requiring Payment Card Industry (PCI) compliance, which is being monitored through a third party consolidated security scanning service.

1.12.6 The Company is responsible for providing service and support to the Amano McGann System equipment as necessary in the normal course of business to include:

- Replacement of gate arms,
- Loading tickets in dispensers,
- Clearing ticket jams,
- Clearing jams in card readers and point of sale equipment, and
- Promptly report in writing any damage to the Amano McGann System equipment to the City Contract Manager.

The equipment provider performs the actual maintenance and repair of the equipment under a separate agreement with the City.

1.13 Reports

Company shall provide a written monthly report to the DOA by the 20th of each calendar month with projected cost of maintaining and operating the Parking Facilities and Shuttle Bus System for the following month.

Monthly report also include, but are not limited to, revenue control system reports, cashier reports, daily cash reports, monthly operating statements, incident reports, staffing schedules, Airport operating procedures directives, and parking marketing program progress reports in the form and format agreed to by the City.

1.14 Bus Operations

1.14.1 Shuttle Bus Operation

Company shall:

a. Operate, maintain and repair shuttle bus fleet.

b. Operate parking shuttle buses to transport patrons and employees to and from the parking facilities and the Terminal building, including assisting the customer with their luggage during loading and unloading of the shuttles.

c. Operate parking shuttles buses or COBUS's to transport patrons or employees as directed by DOA during special events or in response to airport emergencies.

d. Operate parking shuttles buses or COBUS's to transfer airline passengers to and from aircraft operating at Austin Bergstrom International Airport without gate assignments.

e. Operate parking shuttles buses to transfer airline passengers between ABIA's main terminal building and remotely located secondary facilities as directed by the DOA.

f. Install, maintain and support a global positioning system (GPS), or similar type cellular based system, used to monitor and track the movement and location of each shuttle or bus in the fleet. Data regarding the movement and location of each shuttle shall be "real-time" and displayed in the shuttle-dispatching center.

In addition to transporting parking customers from the parking lots to the Terminal, the Company shall provide shuttle bus services between any points on the Airport for any purpose identified by the Airport Director or designee.

1.14.2 Terminal Apron Passenger Transfer

The Company is operating and managing the terminal apron transfer of passengers to and from aircraft operating from the hardstand such as a terminal apron.

1.14.3 Shuttle Bus Fleet currently consists of the following:

Vehicle Identification Number	COA #	Vehicle Type	Vehicle Type	Vehicle Type	Year
1FDGF5GY0BEC64911	12A590	Ford	E-550	Champion Defender	2012
1FDGF5GY9BEC86969	12A591	Ford	E-550	Champion Defender	2012
1FDGF5GY2BED64909	12A589	Ford	E-550	Champion Defender	2011
1FDGF5GY6BEC98982	12A593	Ford	E-550	Champion Defender	2012
1FDGF5GY9BEC64910	12A592	Ford	E-550	Champion Defender	2012
1FDGF5GY8BEC98983	12A594	Ford	E-550	Champion Defender	2012
1FDFE4FS5BDB21206	12A585	Ford	E-450	Champion Challenger	2011
1FDFE4FS4BDB22556	12A588	Ford	E-450	Champion Challenger	2012
1FDFE4FS3BDB21205	12A584	Ford	E-450	Champion Challenger	2012
1FDFE4FS7BDB21207	12A586	Ford	E-450	Champion Challenger	2012
1FDFE4FS9BDB21208	12A587	Ford	E-450	Champion Challenger	2011
1FDFE4FS4CDA47116	12A063	Ford	E-450	Champion Challenger	2012
1FDFE4FSXCDA39148	12A068	Ford	E-450	Champion Challenger	2012
1FDFE4FS8CDA47118	12A064	Ford	E-450	Champion Challenger	2012
1FDFE4FS5CDA47111	12A061	Ford	E-450	Champion Challenger	2012
1FDFE4FS8CDA39147	12A067	Ford	E-450	Champion Challenger	2012
1FDFE4FS3CDA47110	12A060	Ford	E-450	Champion Challenger	2012
1FDFE4FS6CDA39146	12A066	Ford	E-450	Champion Challenger	2012
1FDFE4FS1CDA39149	12A069	Ford	E-450	Champion Challenger	2012
1FDFE4FS0CDA47114	12A062	Ford	E-450	Champion Challenger	2012
1FDFE4FS8CDA47121	12A065	Ford	E-450	Champion Challenger	2012
1GB6G5BB9F1210380	15A116	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
1GB6G5BB6F1210708	15A117	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
1GB6G5BBXF1212669	15A118	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015

1GB6G5BB0F1284433	15A119	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
1GB6G5BB0F1285906	15A872	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
1GB6G5BB0F1286005	15A873	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
1GB6G5BB4F1284287	15A874	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
1GB6G5BB7F1285949	15A875	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
1GB6G5BBXF1284844	15A876	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
VS96985410A172665	15A658	Mercedes Benz	3000	COBUS Industries	2015
VS96985410A172678	15A659	Mercedes Benz	3000	COBUS Industries	2015
		Golfcart	6-pax	Cushman	2013
		Trailer		200 gal. water tank w/trailer	

1.14.4 The Terminal Apron Passenger Transfer vehicles consist of two (2) COBUS 3000 buses, each having a maximum standing capacity of 112 passengers.

1.14.5 The DOA purchased and owns parking shuttle buses and the COBUS buses. The Company shall manage, operate, maintain, and repair the bus fleet as a reimbursable expense.

1.14.6 In keeping with Austin's commitment to clean air, all buses are alternatively fueled vehicles. The shuttle bus fleet is powered by propane or compressed natural gas (CNG) fuel. The COBUS's operate on diesel fuel. The City is providing fuel from the City owned propane-fueling station or CNG fueling station located on the Airport. The Company is responsible for transporting the diesel fuel to the COBUS to refuel by approved methods as described by State of Texas Regulations for the Transportation of Fuel. http://www.rrc.state.tx.us/alternative-fuels/safety-licensing-training-and-certification/liquefied-petroleum-gas-propane/lpg-rules/

1.14.7 The Company shall assist the DOA in procuring new or replacement shuttle buses, and in disposing of used or obsolete shuttle buses. Assistance in procurement may include recommending size, type and other specifications of shuttle buses, identifying potential vendors, assisting in the drafting of a solicitation to acquire shuttle buses, and assisting in the evaluation of bids or proposals.

2. MANAGEMENT COMPANY RESPONSIBILITY (SCOPE OF WORK)

2.1 Services provided by the Company shall improve upon the City's Current Parking Operations Management Services Program (Section 5.0)

2.2 The Company shall assign one of its employees as a full-time General Manager (GM) to supervise all aspects of Company's obligations under this Agreement. The City requires three (3) applicants to be selected and interviewed for the GM position. The City will be participate in the GM interview process and will participate in the selection of the candidate. The General Manager (GM) shall be present at the Airport a minimum of forty (40) hours per week, usually during normal business hours. The GM shall have the

overall responsibility to assure Company's compliance with the terms of this Contract. The GM shall not have responsibility for managing any parking facilities or operations other than the Parking Facilities at the Airport. The Director may in his or her sole discretion direct that Company appoint a new GM at any time during the term of this Contract.

2.3 The Company shall employ, train and manage personnel to operate the ABIA public parking operations, employee parking facilities and in the transportation fleet vehicles. ABIA open 365 days per year, 24 hours per day.

2.4 The Company shall procure, operate, maintain and repair a minimum of five (5) customer service and maintenance vehicles, two of which shall be full size pickup trucks and two of which shall be vans equipped with wheelchair lifts, capable of transporting disabled patrons and employees between the parking facilities and the Terminal building. Services to be provided shall include, but not be limited to:

- Lost vehicle location assistance
- Complimentary jump start for "dead" vehicles
- Complimentary tire inflation
- Emergency fuel for disabled/stranded vehicles (in parking area) and/or transport to fuel station

2.5 The company shall participate in and actively support the City's processes for improving the quality of parking services provided to the public that shall include, but not be limited to:

- Participation in various work groups.
- Implementation of new services or parking products.

2.6 The company shall initiate recommendations for improving the DOA current practices.

2.7 **Uniform Requirements**

2.7.1 The Company shall provide uniforms for all personnel. The DOA will approve style, color, and dress code standards. Uniform requirements may include the golf shirt style, or the soft-look blazer style depending on location and position requirements. Weather conditions shall be considered in uniform selection

2.7.2 The Company's personnel shall wear a visible picture ID with the employee and company names on the ID when working at any City location.

2.7.3 The DOA will not accept Company's personnel for duty that are improperly attired. Improper attire includes, but is not limited to the wearing of an article of clothing that is not a recognized portion of the uniform issued by the Company. Uniforms shall be cleaned and properly fitted to maintain professional appearance

2.8 **Certifications and Audit**

2.8.1 Within ninety (90) days after the close of each Contract Year, the Company shall provide to the City an annual Certification of Revenues and Expenses prepared by an independent Certified Public Accountant licensed to practice in the State of Texas.

2.8.2 The Company shall perform and submit to the City quarterly audits of the Company's accounting and operational procedures under the contract and shall submit the results to the City. These audits shall be performed by an internal

auditor from the Company's home office and shall include on-site reviews by the corporate personnel for each quarterly audit. The internal audits shall be conducted on a surprise (unannounced) basis (i.e., not scheduled in advance with on-site company personnel).

2.8.3 Within ninety (90) days after the close of each Contract Year, the Company shall obtain and provide to the City a Service Auditor's Report on Controls Placed in Operation at a Service Organization and Tests of Operating Effectiveness for Company's operations at the Airport prepared by an independent Certified Public Accountant licensed to practice in the State of Texas.

2.9 **Personnel**

2.9.1 Staffing requirements during the Agreement term may increase or decrease in proportion to traffic levels. Additionally, staffing requirements will change as conditions change or new operating areas are opened and the Company shall increase or decrease staffing as directed by the City.

2.9.2 The Company shall provide a minimum of two Single Point of Contact (SPOCs) available by cell phone, pager, and email 24 hours per day, 365 days per year. The SPOCs assigned to this contract shall have full decision-making authority under this contract. The SPOCs shall have a 30-minute phone response and a one (1) hour or less arrival response to the job site or facility as specified by the City.

2.10 **Submittal of Revenue to the City**

The Company shall deposit all revenue into the City's account daily, or Mondays after weekends, or the next business day following holiday collections, as applicable. The parking operation currently employs the use of the Brinks Compusafe system with daily pickup, including City holidays. The Company shall work with Brinks (or successor) to continue this service.

2.11 **Credit Cards**

The Company shall accept at a minimum MasterCard, Visa, Discover and American Express. The Company shall provide credit card processing services as part of this management agreement. The cost of such credit card processing services is a reimbursable expense. The Company shall transfer credit card revenue into the City's designated account according to a schedule approved by the City.

2.12 **PCI/DSS Compliance**

The Company shall comply with the Payment Card Industry Data Security Standards (PCI/DSS) requirements, as amended from time to time, that process or store payment card data. Additionally, the Company shall adhere to and abide by the security measures and procedures established by City including, but not limited to, compliance with the PCI/DSS requirements and all Applicable Laws pertaining to information security. The Company shall establish and maintain safeguards against the unauthorized use, destruction, loss, or alteration of Airport data or third party data that Company may gain access to or be in possession of in the performance of their services ("Information Security Plan"). The Company shall not attempt to access, and shall not allow its personnel access to, Airport data or third party data that is not required for the performance of the services by such personnel. The Company shall make its Information Security Plan available to the City upon request.

Breach or Potential Breach:

In the event the Company or Company's subcontractor(s) (if any) discovers or is notified of a breach or potential breach of security relating to Airport data or third party data, the Company shall immediately: (1) notify Airport of such breach or potential breach; (2) if the applicable Airport data or third party data was in the possession of Company at the time of such breach or potential breach, Company shall investigate and cure the breach or potential breach; and (3) make all information related to the breach or potential breach, including but not limited to, Company's response plan available to the City.

2.12.1 The PARCS System incorporates a credit card on file system requiring Payment Card Industry (PCI) compliance. Company shall be responsible for ensuring compliance with PCI standards currently in effect and any revisions of the standards implemented in the future by maintaining the existing software/service or providing software upgrades or updates to ensure compliance as deemed acceptable to the City.

2.12.2 Company shall provide evidence of its compliance with PCI/DSS to the City (ABIA/COA/DOA) on an annual basis, pertaining to Company's service provider role in the Airport Revenue Control System (RCS) and/or the Airport parking management solution.

2.12.3 Company shall provide supporting documents as the City may from time to time request, including, but not limited to, specific documents that are required by PCI/DSS pertaining to Company's service provider role.

2.12.4 Company shall ensure that the Revenue Control System (RCS) provided to City (ABIA/COA/DOA) is certified as Payment Application Data Security Standards (PA DSS) compliant, currently and ongoing as PA DSS standards change. (or proposer must provide evidence that any RCS solutions provided are PA DSS compliant currently and ongoing as those standards change.)

2.12.5 Company acknowledges responsibility for the security of cardholder data the Company possesses or otherwise stores, processes, transmits or have access to, on behalf of City (ABIA/COA/DOA), or to the extent that Company could impact the security of the Airport parking cardholder data environment. (from PCI DSS 3.1 requirement 12.9)

2.12.6 If Company is granted remote access to City (Airport) premises (for example, for support of PARC systems or servers), Company must use a unique authentication credential (such as a password/phrase) for ABIA. (from PCI DSS 3.1 requirement 8.5.1)

PCI Compliance is the responsibility of the Company for the Parking Management Contract. The Company shall implement the necessary policies, procedures and technologies to achieve PCI DSS (Payment Card Industry Data Security Standards) compliance. These responsibilities include:

- Meeting the current requirements of the PCI DSS and any future revision.
- Requiring by contract that engaged third parties meet all PCI security standards.
- Working with Independent Scan Vendor.
- Protecting confidential data.

For more information about PCI, prospective proposers should consult the PCI website:

https://www.pcisecuritystandards.org/

3. CITY'S RESPONSIBILITY

3.1 Responsible for maintaining and repairing the parking garage, including the elevators, surface lots, all revenue control equipment, signs, and tollbooths.

3.2 Provide office space in the Parking Administration Building for the Company's use in managing the Parking Facilities and Shuttle Bus System. Additionally, approximately 1,000 square feet of office space shall be set aside at each exit plaza for the Company's exclusive use.

3.3 Provide the Company's employees with parking spaces in or around the Parking Administration Building and supervisory tollbooth offices or in another area designated by ABIA.

3.4 Provide fuel for the Parking shuttle fleet, COBUS's and the Customer Service Vehicles through either a City owned fueling station or CNG fueling station located on the Airport.

3.5 Provide the following utilities to the Parking Facilities and the Premises at the City's expense:

- electricity
- water
- sewer facilities
- basic local telephone service/cabling (dial tone) and one telephone instrument per full time equivalent, excluding cashiers, drivers and attendants.

3.6 The City will appoint a Contract Manager to be the primary contact for the Company.

4. COMPENSATION

4.1 Management Fee. The City will pay the Company a fixed management fee to compensate for services under the Management Agreement.

The Management Fee shall cover:

- The Company's profit;
- Corporate operating expenses
- Administrative expenses and overhead
- Other expenses incurred in the parking or bus operations that are not reimbursable under this contract (item 4.4)

4.2 Annual Incentive Fee. To encourage the Company to strive for superior performance under this Agreement, the Company shall be entitled to receive, as additional compensation, an annual Incentive Fee. The maximum amount of the Incentive Fee for any Contract Year shall not exceed ten percent (10%) of the fixed Management Fee for such Contract Year. The Incentive Fee will be calculated at the end of each contract year based on a 100 point scale. If 100 points are awarded, the maximum incentive will be paid. If less than 100 points are awarded, the incentive fee shall be reduced proportionately.

4.2.1 The City and the Company shall meet annually no later than the 90th day before the end of each Contract Year to determine the performance measures and associated point value of each for the following Contract Year. The performance measures and their respective point values shall be in writing.

4.3 Reimbursable Expenses. Subject to all of the terms and conditions of the Contract, the City shall reimburse the Company for certain costs and expenses actually incurred and paid in the management and operation of the Parking Facilities and busing operation, up to the amount of the applicable Operating Budget. Reimbursable Expenses shall include, but are not limited to:

4.3.1 The cost of employee benefits including FICA and State Unemployment, Federal Unemployment, 401-K expenses, retirement benefits, health, dental and life insurance, and worker's compensation insurance incurred and paid by Company on behalf of employees employed by Company at the Airport only

4.3.2 Maintenance and repair costs for cash registers, cahier booths and cashier stools. The Company shall supply all ticket stock required to operate the Parking Facilities.

4.3.3 The cost of all Revenue Control Equipment operating supplies such as journal tapes, ribbons, revenue control forms, computer printouts of license plate inventories and other similar supplies.

4.3.4 Office supply cost, including the cost of coper supplies and postage.

4.3.5 The cost of cones, flags, flashlights, office janitorial supplies, stools for cashier booths, nameplates for cashier booths, and the cost of forms and printing.

4.3.6 Cost of employee uniforms.

4.3.7 Costs to operate, maintain, and repair shuttle bus fleet, including fuel (should the City's fuel facility be out of service).

4.3.8 The cost of third party Armored car service.

4.3.9 Credit card processing fees.

4.3.10 The cost of marketing expenses under Marketing Plans approved by the Director, including the cost of media purchases (less rebates or discounts), market research, printing, logo licensing, promotional items, and production.

4.3.11 Costs of necessary operating licenses and permits, pre-employment tests, criminal history checks, and local personnel recruiting costs.

4.3.12 Costs of external audits required by the contract.

4.3.13 Cost of data or internet service and local phone service

4.3.14 Certain non-budgeted costs and expenses actually incurred and paid by the Company in the management and operation of the Parking Facilities with the prior written approval of the Airport Director or designee.

4.3.15 Cost of medical expense coverage (per Paragraph 5.1.2.1.1.6 of the management agreement), up to fifty percent (50%) of the annual premium, not to exceed $4,000 per year.

4.4 Non-Reimbursable Expenses. Non-Reimbursable Expenses shall include, but are not limited to:

4.4.1 Salaries, costs and expenses of non-resident or corporate office legal, internal audit, administrative, bookkeeping, and executive personnel of Company.

4.4.2 Home office travel and accommodations, home office and local entertainment and off-site general office expenses.

4.4.3 Costs or expenses of legal representation or of union negotiations and administration.

4.4.4 Cost of obtaining and maintaining a cashier change fund, including financing costs.

4.4.5 Cost of acquisition of any long distance telephone service.

4.4.6 Cost of the Bonds or Letter of Credit, which the Company is required to obtain.

4.4.7 Cost of the insurance the company is required to provide except for worker's compensation insurance.

4.4.8 Cost to acquire, operate and maintain the Company's service vehicles and jump start units.

4.4.9 Cost to acquire, operate, maintain or repair the Company's office equipment, furniture and computers.

4.4.10 Cost (including travel expenses) of meetings between executive level representatives of Company and City management staff.

4.4.11 Cost of providing secondary procedural audits and other internal audits and on-site audits performed by corporate personnel of the Company.

4.5 Liquidated Damages. Certain violations of the Contract will subject the management company to liquidated damages. Such violations shall include, but are not limited to, the following:

4.5.1 Lost and unaccounted for tickets;

Unaccounted for Tickets as a Percentage of tickets issued	Charge per tickets (in range)
Less than or equal to 0.2%	No Damages
0.2% to 0.4%	$5.00
0.4% to 0.6%	$10.00
0.6% to 1.0%	$15.00
More than 1.0%	$25.00

4.5.2 Failure to submit timely Reports and Deliverables-$100 per day;

4.5.3 Violations of Procedures Manual-$100 per Notice of Violation; and

4.5.4 Failure to Comply with Staffing Schedule-$100 per shift for unreasonably failing to provide an employee for each scheduled shift in accordance with the Staffing Schedule.

5. SALES TAX

Parking fees at ABIA include the current 8.25% State and local sales tax, which will be remitted to the State Comptroller's Office by the City.

EXHIBIT C

SHUTTLE VEHICLE LEASE AGREEMENT

LEASE AGREEMENT BETWEEN THE CITY OF AUSTIN AND SP PLUS CORPORATION

This LEASE AGREEMENT (the "Agreement"), is made and entered into as of this sixteenth day of June 2016, by the City of Austin, by and through its Department of Aviation, (hereinafter called "City") and SP Plus Corporation, a Delaware corporation ("Contractor").

WITNESSETH THAT:

Section 1.1 City, in consideration of the sum of ONE DOLLAR AND NO CENTS ($1.00) and other good and valuable considerations, the terms, covenants, conditions, and agreement set forth in this Agreement to be kept and performed by Contractor, does hereby lease to Contractor, and Contractor does hereby lease from City, the fleet of shuttle buses more fully described on Schedule 1 (hereinafter referred to as the "Leased Vehicles") attached hereto and made a part hereof. The Leased Vehicles shall also include any vehicles listed on an amended schedule executed by the parties from time to time if and when any Leased Vehicles are added or replaced.

Section 1.2 Contractor, at Contractor's sole expense, shall operate, use, maintain, and repair the Leased Vehicles in accordance with this Agreement and the Parking Operations Management Services Agreement dated June 16, 2016 ("Management Agreement").

TERM AND PAYMENT

Section 2.1 Upon delivery to and receipt of the Leased Vehicles by Contractor and the City's receipt of the required insurance certificates from Contractor, this Agreement shall be effective. The term of this Agreement ("Term") is for as long as Contractor has a requirement to transport airport guests and employees under the Management Agreement, unless sooner terminated pursuant to any other provisions of this Agreement.

Section 2.2 Payment to the City by Contractor must be made at the beginning of the Term and shall appear as a credit to the Contractor in any pay requests submitted under the Management Agreement.

OWNERSHIP AND CONTROL

Section 3.1 This Agreement constitutes a lease of the Leased Vehicles and is not intended to be, nor shall be construed as, a sale of or the grant of a security interest in the Leased Vehicles. City at all times retains sole ownership and title to the Leased Vehicles. Contractor shall not by virtue of this Agreement acquire any right, title, equity, or other interest in the Leased Vehicles, except the leasehold rights explicitly set forth herein.

Section 3.2 City may place and maintain on the Leased Vehicles a label or inscription that identifies City as the sole and exclusive owner of the Leased Vehicles. Contractor shall not remove, obscure, or deface such label or inscription, nor permit any other person to do so.

Section 3.3 Contractor may not relinquish possession or control of the Leased Vehicles or transfer its leasehold interest in the Leased Vehicles except pursuant to an authorized assignment approved by the City. Contractor may not sell, mortgage, pledge, encumber, create a security interest in, or permit a lien to attach to the Leased Vehicles.

Section 3.4 Upon termination, expiration, and/or default of this Agreement for any reason, City shall become entitled to immediate possession and control of the Leased Vehicles.

CONTRACTOR COVENANTS

Section 4.1 Contractor hereby covenants and agrees to:

(a) Comply will all applicable federal, state, and local laws, statutes, and ordinances and with all legal and applicable regulations or orders of any governmental agency;

(b) Use the Leased Vehicles for commercial or business purposes only, in accordance with this Agreement and the Management Agreement;

(b) Use the Leased Vehicles only for the shuttle bus operation at Austin-Bergstrom International Airport ("Airport") pursuant to this Agreement and in accordance with the Management Agreement. Any use of the Leased Vehicles other than as permitted by this Agreement and the Management Agreement is strictly prohibited unless otherwise approved in advance by the City in writing;

(c) Employ only fully competent, qualified, and trained workers to operate and maintain the Leased Vehicles and ensure all vehicle drivers operating the Leased Vehicles are properly licensed with a valid State of Texas driver's license for the class of vehicle encompassing the Leased Vehicles;

(d) Prevent the installation of any devices on the Leased Vehicles that may damage or mar the exterior surfaces or glass with fasteners, clips, or other hardware that can lead to leaks, body damage, scratching, denting, or other similar damage. Only items approved in advance by the City in writing may be installed on Leased Vehicles;

(e) Prevent any markings, decals, or other exterior labels on the Leased Vehicles unless authorized to do so by the City in writing;

(f) Prevent any alterations, additions, or improvements to the Leased Vehicles (other than those required to keep the Leased Vehicles in good condition and running order) without the prior written consent of the City;

(g) Prevent the operation, maintenance, or usage of the Leased Vehicles in violation of any applicable federal, state, or local statute, law, ordinance, rule or regulation, including but not limited to, regulations of the Occupational Safety and Health Administration (OSHA), applicable Federal Aviation Administration regulations, or Airport rules and regulations;

(h) Obtain and maintain in force all permits or licenses required for the use, operation, maintenance, or repair of the Leased Vehicles;

(i) Prevent the removal or relocation of the Leased Vehicles from the Airport;

(j) Prevent the abandonment or concealment of the Leased Vehicles; and

(k) Return and deliver the Leased Vehicles to the City without delay by Contractor at its sole expense upon termination, expiration, and/or default of this Agreement.

Section 4.2 City shall provide to Contractor CNG fuel cards for Contractor's use in fueling the Leased Vehicles at City's fuel facilities. Contractor agrees to be responsible for the assigned fuel cards and to use the cards for fueling only the Leased Vehicles. Fuel thus obtained shall only be used for work in performance of the City's shuttle bus operation at the Airport. A lost or damaged fuel card must be reported to the City promptly for nullification and replacement action.

Section 4.3 City will provide a set of valid exempt organization vehicle license plates at no cost to the Contractor for the Term of this Agreement. These plates must be returned to the City by Contractor at the end of the Term and may not be transferred to or displayed by Contractor on any vehicle other than the Leased Vehicles.

Section 4.4 Contractor acknowledges that it is leasing the Leased Vehicles AS IS, WITH ALL FAULTS, and that City has not made any representations, warranties, covenants, or agreements, express or implied. CITY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPLICITLY STATED IN THIS LEASE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR ANY PURPOSE.

REPAIR AND MAINTENANCE

Section 5.1 Contractor shall:

(a) Provide all parts, equipment, tools, labor, service, and materials necessary to keep the Leased Vehicles in good repair, condition, and running order. Contractor shall also provide proper and regular, routine, and preventative maintenance and vehicle service in accordance with manufacturer specifications and industry standards. Contractor shall maintain a record of all preventative and other maintenance performed on the Leased Vehicles and shall make such records available to the City upon twenty-four (24) hours' notice during the Term hereof. City shall provide all warranty information to Contractor and Contractor shall arrange for warranty and/or recall related maintenance repairs on behalf of the City as needed;

(b) Ensure all required State of Texas vehicle, safety, and air quality inspections are performed in a timely manner and at the appropriate frequency; and

(c) Maintain the exterior and interior of the Leased Vehicles clean at all times.

CITY RIGHTS

Section 6.1 City has the right to inspect the condition and use of the Leased Vehicles at any reasonable time and place during the Term of this Agreement. If such inspection reveals that the Leased Vehicles are damaged, or are not being maintained in accordance with the terms of this Agreement, City shall have the right, after reasonable notice and opportunity to cure to Contractor, but not the obligation, to repair or perform maintenance on the Leased Vehicles, at Contractor's expense, without prejudice to any other rights that the City may have against Contractor arising out of such default.

Section 6.2 Contractor agrees to make the Leased Vehicles available at any time to the City upon request of the City's Airport Parking Manager or designee. The Leased Vehicles shall be operated exclusively by personnel certified to do so by the City.

INSURANCE

Section 7.1 Contractor, at Contractor's expense, shall maintain in force the City's required insurance policies throughout the Term as set forth in the Management Agreement.

Section 7.2 Contractor agrees to cause its employees, agents, and subcontractors to cooperate fully with the City and the insurance carrier in reporting and investigating any and all vehicle accidents involving the Leased Vehicles and in the pursuit or defense of any claims.

RISK OF LOSS AND DAMAGE

Section 8.1 Subject to Section 9.1 below, Contractor assumes all risk and liability for the loss of, or damage to, the Leased Vehicles. No damage to the Leased Vehicles, or any improvements or accessions thereto, shall alter, affect, or modify Contractor's obligations hereunder, including but not limited to, Contractor's obligations to pay any financial obligation under this Agreement and the Management Agreement. Contractor shall promptly repair any damage to the Leased Vehicles occurring during the Term of this Agreement at Contractor's expense.

Section 8.2 Subject to Section 9.1 below, if a Leased Vehicle becomes lost, stolen, destroyed, or damaged beyond repair, Contractor shall pay City in cash the total amount to replace a like model having an equal or greater value.

INDEMNITY

Section 9.1 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES"), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS ("CLAIMS"), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, OR ASSIGNS, ("CONTRACTOR PARTIES"), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE CONTRACTOR PARTIES IN

THIS AGREEMENT, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE CONTRACTOR PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS SECTION INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

To the extent allowed by Texas law, the City agrees that it is responsible, to the exclusion of any such responsibility of the Contractor, for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

City shall give Contractor written notice of a Claim asserted against an Indemnified Party. Contractor shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Contractor of any obligations in this Agreement. In no event may Contractor admit liability on the part of an Indemnified Party without the written consent of City Attorney.

Maintenance of the insurance required under this Agreement shall not limit Contractor's obligations under this Section. Contractor shall require all subcontractors, if any, to indemnify City as provided in this Section.

Section 9.2 Neither Contractor nor its employees shall be deemed to be the agent, servant, or employee of the City for any reason or for any purpose.

Section 9.3 Contractor shall immediately report any accident to City and deliver to City or its insurer, if so desired by City, every process, pleading, notice, or paper of any kind relating to any claim, suit, or proceeding connected with any accident or event involving the Leased Vehicles. Neither Contractor nor Contractor's employees shall aid or abet the assertion of any such claim, suit, or proceeding and shall cooperate fully with City and its insurer in investigating and determining the same.

DEFAULT AND TERMINATION

Section 10.1 Contractor shall be in default under this Agreement if:

a. Contractor fails or refuses to timely pay any amount due under this Agreement;

b. Contractor fails or refuses to timely perform or observe any other covenant, duty, obligation, agreement, or condition under this Agreement;

c. An order for relief is entered by a court having jurisdiction over Contractor in a voluntary or involuntary case under federal bankruptcy laws, if Contractor becomes

insolvent or makes an assignment for the benefit of creditors, or if a receiver is appointed for any substantial part of Contractor's property; or

d. Contractor is in default under the Management Agreement with the City.

Section 10.2 In the event of a default by Contractor, which is not cured within ten (10) business days after receipt of written notice from City, City, in addition to any other rights or remedies available under law or in equity, shall have the right to immediately:

a. Terminate this Agreement and Contractor's rights hereunder pertaining to the Leased Vehicles;

b. Accelerate all payments due under this Agreement and declare such accelerated sum immediately due and payable;

c. Repossess the Leased Vehicles, in whole or in part, without legal process, free of all rights of Contractor in and to the Leased Vehicles. Contractor expressly authorizes City, or its agents or employees, to enter any premises owned or controlled by Contractor where the Leased Vehicles are located, for the purpose of repossessing and removing same. Contractor waives any claims or causes of action against City arising out of such entry and repossession, including but not limited to, claims for trespass. The repossession of any Leased Vehicle shall not automatically constitute termination of this Agreement unless the City expressly so notifies Contractor in writing; and

d. Recover from Contractor any actual and direct cost to enforce City's rights and remedies under this Section, including but not limited to, reasonable attorneys fees, expenses, and court costs.

Section 10.3 The remedies of the City for a default by Contractor under this Agreement are cumulative and may be exercised partially, concurrently, or separately. The exercise of one remedy does not preclude the exercise of any other remedy. A failure, forbearance, or delay by City in exercising its remedies or rights upon default by Contractor is not a waiver nor shall it establish a course of performance.

Section 10.4 If this Agreement is terminated due to default by Contractor and the Leased Vehicles are repossessed, Contractor and its successors and assigns, if any, shall have no right, title, or interest in the Leased Vehicles, their possession or use. City shall retain all payments of any kind made by Contractor and for services not performed by Contractor to the City under this Agreement.

Section 10.5 City or Contractor may terminate this Agreement for convenience and without liability to the other party at any time upon thirty (30) days' prior written notice.

Section 10.6 Notwithstanding any contrary provision herein, if this Agreement should be terminated for any reason and the Management Agreement should remain in effect, then the City's obligation to provide a vehicle fleet under the terms of the Management Agreement shall survive termination of this Agreement.

RETURN OF THE LEASED VEHICLES

Section 11.1 Upon the default, expiration, or termination of this Agreement, the Leased Vehicles shall be returned forthwith and without delay to City. Contractor shall return such Leased Vehicles

in good repair and running order in substantially the same condition as when first received by Contractor, ordinary wear and tear excepted.

Section 11.2 Pursuant to written instructions from the City, Contractor shall either make the Leased Vehicles available to the City for pick-up at a specified location or deliver the Leased Vehicles to the City, at Contractor's expense, at a location specified by the City in Austin, Texas.

Section 11.3 If upon default, expiration, or termination of this Agreement for any cause or for any reason, the Leased Vehicles are returned in an unsatisfactory condition after inspection by the City, then subject to Section 9.1, Contractor shall pay the actual and direct cost of cleaning, repairing, or replacing any damage to the Leased Vehicles occasioned by (a) improper, negligent, abusive, or reckless treatment in the care and use of the Leased Vehicles; and/or (b) by towing, pushing, transporting, and/or illegal uses of the Leased Vehicles.

Section 11.4 If Contractor fails or refuses to return the Leased Vehicles to City after the default, expiration, or termination of this Agreement, the City, or any of its agents or employees, may peacefully repossess the Leased Vehicles, without demand, wherever found, and the reasonable costs associated with the repossession or re-delivery of the Leased Vehicles by the City shall be fully paid by Contractor.

NOTICES

Section 12.1 All notices, demands and requests which may be or are required to be given by either party to the other in writing pursuant hereto shall be addressed as hereinafter provided and shall be either delivered in person or mailed by U.S. Certified Mail, postage prepaid, return receipt requested; and the same shall be deemed delivered, if delivered in person, upon such delivery, and if mailed, two (2) business days following its deposit in the U.S. Mail as above provided.

Section 12.2 Notices to the City and Contractor shall be sent to the following addresses respectively:

Director of Aviation
Austin-Bergstrom International Airport
3600 Presidential Boulevard, Suite 411
Austin, Texas 78719

SP Plus Corporation
Attn: Jack Ricchiuto,
Executive Vice President
1301 East 9th Street, Suite
1050
Cleveland, OH 44114

SP Plus Corporation
Attn: Legal Department
299 East Randolph Street,
Suite 7700
Chicago, IL 60601

GENERAL PROVISIONS

Section 13.1 This Agreement represents the entire agreement between the parties and supersedes any prior understandings, representations, or agreements, whether oral or written, express or implied, other than those set forth herein pertaining to the lease of shuttle buses by the City to Contractor. This Agreement shall not be modified or amended except by an agreement signed by both parties.

Section 13.2 The laws of Texas, without regard to conflicts of law principles, govern this Agreement. Any disputes relating to this Agreement must be resolved in accordance with the laws of Texas. Venue of any action brought concerning this Agreement shall lie in Travis County, Texas, exclusively.

Section 13.3 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective permitted heirs, legal representatives, successors, and assigns.

Section 13.4 Contractor shall not assign this Agreement or sub-lease the Leased Vehicles, in whole or in part, to any entity without the City's prior written consent, which may be granted, denied, or conditioned in the City's absolute discretion. No assignment shall relieve Contractor of any obligation under this Agreement that arose prior to the assignment. Any purported assignment or sublease made in violation of this Section shall be without force or effect but shall be a material default by Contractor.

Section 13.5 If any one or more of the terms of this Agreement shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term had never been contained in this Agreement.

Section 13.6 If, for any reason, City shall institute any suit or action against Contractor because of a failure of Contractor to perform any obligations under this Agreement, and if the City shall prevail in such suit or action, then Contractor agrees to pay for all costs, including reasonable attorneys' fees and court costs, incurred by the City in securing such redress.

EXHIBIT C

SHUTTLE VEHICLE LEASE AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

SP PLUS CORPORATION

By: Jason Finch
Signature

Name: Jason Finch
Printed Name

Title: Senior Vice President - West Airports

Date: 6/16/2016

CITY OF AUSTIN

By: Shawn Willett
Signature

Name: Shawn Willett
Printed Name

Title: Deputy Purchasing Officer

Date: 6/16/2016

EXHIBIT C
SHUTTLE VEHICLE LEASE AGREEMENT
SCHEDULE 1

Vehicle Identification Number	COA #	Vehicle Type	Vehicle Type	Vehicle Type	Year
[redacted]	12A590	Ford	E-550	Champion Defender	2012
	12A591	Ford	E-550	Champion Defender	2012
	12A589	Ford	E-550	Champion Defender	2011
	12A593	Ford	E-550	Champion Defender	2012
	12A592	Ford	E-550	Champion Defender	2012
	12A594	Ford	E-550	Champion Defender	2012
	12A585	Ford	E-450	Champion Challenger	2011
	12A588	Ford	E-450	Champion Challenger	2012
	12A584	Ford	E-450	Champion Challenger	2012
	12A586	Ford	E-450	Champion Challenger	2012
	12A587	Ford	E-450	Champion Challenger	2011
	12A063	Ford	E-450	Champion Challenger	2012
	12A068	Ford	E-450	Champion Challenger	2012
	12A064	Ford	E-450	Champion Challenger	2012
	12A061	Ford	E-450	Champion Challenger	2012
	12A067	Ford	E-450	Champion Challenger	2012
	12A060	Ford	E-450	Champion Challenger	2012
	12A066	Ford	E-450	Champion Challenger	2012
	12A069	Ford	E-450	Champion Challenger	2012
	12A062	Ford	E-450	Champion Challenger	2012
	12A065	Ford	E-450	Champion Challenger	2012
	15A116	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A117	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A118	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A119	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A872	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A873	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A874	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A875	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A876	CHEVROLET	4500	ARBOC SPIRIT OF FREEDOM	2015
	15A658	Mercedes Benz	3000	COBUS Industries	2015
	15A659	Mercedes Benz	3000	COBUS Industries	2015

EXHIBIT D
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 16th day of June, 2016

CONTRACTOR SP Plus Corporation

Authorized Signature

Title SVP- West Airports

EXHIBIT E
CITY OF AUSTIN, TEXAS
LIVING WAGES CONTRACTOR CERTIFICATION
(*Please duplicate as needed*)

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $13.03 per hour:

Employee Name	Employee Job Title

(2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $13.03 per hour.
(3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certificate may result in termination of this Contract for Cause, subject the firm to possible suspension or debarment; or result in legal action.

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $13.03 per hour.

Contractor's Name: _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____

EXHIBIT F
CITY OF AUSTIN, TEXAS
LIVING WAGES EMPLOYEE CERTIFICATION

Contract Number: Insert Number	Description of Services: Insert Description
Contractor Name: Insert Contractor's Name	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $13.03 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $13.03 per hour.

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

_____
(Witness Signature)

_____
(Printed Name)

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	PARKING OPERATIONS MANAGEMENT SERVICES
Solicitation Number	RFP 8100 PAX0127

Project Goals or Subgoals		
MBE	1.75	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	1.30 N/A	%

Section II — Bidder Company Information

Name of Company	SP Plus Corporation (SP+)
Vendor Code	
Address	1301 East Ninth Street, Suite #1050
City, State Zip	Cleveland, OH 44114
Phone	(786) 367-2130
Fax & E-Mail	(650) 821-1924 Email: jfinch@spplus.com
Name of Contact Person	Jason Finch, Senior Vice President - West Airports
Is your company registered on Vendor Connection?	Yes ☑ No ☐ *If yes, provide Vendor ID #:* nbican - APC0265250 If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes ☐ No ☑ *If yes, please indicate:* MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

Jason Finch, Senior Vice President - West Airports
Name and Title of Authorized Representative

Signature

2-12-16
Date

For SMBR Use Only:
*I have reviewed this compliance plan and found that the Proposer **HAS** ☐ or **HAS NOT** ☐ complied as per the City Code Chapter 2-9C.*

Reviewing Counselor _____ Date _____

*I have reviewed this compliance plan and **Concur** ☐ or **Do Not Concur** ☐ with recommendation.*

Director/Assistant Director _____ Date _____

Section III — *Compliance Plan* Summary

Note:
- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (*if applicable*): $ 9,489,630

Goals: Proposed Participation		
MBE	$ 200,000	2.11 %
WBE	$ 168,480	1.77 %
Non-Certified	$ 62,000	.65 %

SubGoals: Proposed Participation		
African American	$ 50,000	.53 %
Hispanic	$ 150,000	1.58 %
Native/Asian American	$	%
WBE	$ 168,480	1.77 %
Non-Certified	$ 62,000	.65 %

Bidder's own participation in base bid (less any amount subcontracted):

Amount: $ 9,059,150 **Percentage:** 95.46 %

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes ☑ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American_____%; WBE____%

Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Cultural Strategies Inc.
City of Austin Certified	MBE ☑ WBE ☐ Gender/ Ethnicity: Hispanic
Vendor Code	VS0000024713
Address/ City / State / Zip	3300 Bee Cave Rd., Austin, TX 78746
Contact Person & Phone #	Sebastian Puente (512) 501-4971
Fax & Email Address	(512) 501-4971 Email: spuente@cultural-strategies.com
Amount of Subcontract	$ 150,000 1.58 %
Commodity codes/describe services	91501 / Marketing Services;/ 91522 Comm. Marketing Svcs., 91876, Marketing Consulting, 96153 Marketing Services

Name of MBE/WBE Certified Firm	JAH Love Auto Svcs Inc.
City of Austin Certified	MBE ☑ WBE ☐ Gender/ Ethnicity:African American
Vendor Code	JAH8310914
Address/ City / State / Zip	Felix Ugwa or Lynda Joy (512) 832-9459
Contact Person & Phone #	914 Prairie Trail, Austin, TX 78758-4342
Fax & Email Address	(512) 832-1492 Email: jah_love_auto@sbcglobal.net
Amount of Subcontract	$ 50,000 0.53 %
Commodity codes/describe services	92893 / Washing, Waxing, Polishing, Steam Cleaning, Disinf.

Name of MBE/WBE Certified Firm	ACW SOLUTIONS INC. dba Buildingstars of Austin
City of Austin Certified	MBE ☐ WBE ☑ Gender/ Ethnicity: Caucasian
Vendor Code	V00000909286
Address/ City / State / Zip	8906 Wall St., #401, Austin, TX 78754
Contact Person & Phone #	Amy C. Wright, MBA, MSSW, President
Fax & Email Address	(512) 925-0750 Email: awright@buildingstars.com
Amount of Subcontract	$ 168,480 1.77 %
Commodity codes/describe services	91039 / Janitorial / Custodial Services

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Are Goals Met? **Yes** ☑ **No** ☐ **If no, state reason(s) below and attach documentation:**

Subcontractor	R Solutions
Vendor Code	
Address/ City / State / Zip	33730 Bainbridge Rd., 2nd Floor, Solon, OH 44139
Contact Person & Phone #	Rob Adelstein (440) 336-4187
Fax & Email Address	(440) 542-1810 Radelstein@RSolutions.us
Amount of Subcontract	$ 62,000 .65 %
Commodity codes/describe services	96153 / Marketing Services
Reason MBE/WBE not used	Unique technical requirements related to parking specific technologies.

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Section VI — Disclosure of Second-Level Subcontractors
Duplicate as Needed

Note:

- Fill in all the blanks. There will be no Second-Level Subconractors utilized in the proposed contract.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII — Disclosure of Primary and Alternate Trucking Subcontractors
Duplicate as Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

Not Applicable

Primary Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII ***must*** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes ☐ No ☑
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan?* Please list the two methods used to contact MBE/WBEs. *(i.e. fax, email, mail, and/or phone)* Yes ☐ No ☑

   List Methods: _____
3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☑
4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)? **If yes, please attach.** Yes ☐ No ☑
5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes ☐ No ☑
6. Were additional elements of work identified to achieve the goals or subgoals? Yes ☑ No ☐

   If yes, please explain: Bus Washing & Parking Supplies
7. Was SMBR contacted for assistance? Yes ☑ No ☐

If yes, complete following:

Contact Person: Jolene Cochran

Date of Contact: 2/11/16 & 2/12/16

Summary of Request: Requested availability lists for additional areas of work and confirmation of certification.

8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☑

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? ***(Documentation is not limited to this list.)***

Copy of written solicitation sent to MBE/WBEs in SLBP area	Yes ☐	No ☑
Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).	Yes ☐	No ☑
Copy of advertisements	Yes ☐	No ☑
Copy of notices sent to Minority and Women organizations	Yes ☐	No ☑
Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs)	Yes ☐	No ☑

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	PARKING OPERATIONS MANAGEMENT SERVICES
Solicitation Number	RFP 8100 PAX0127

Project Goals or Subgoals		
MBE	1.75	%
African American		%
Hispanic		%
Asian/Native American		%
WBE	1.30 N/A	%

Section II — Bidder Company Information

Name of Company	SP Plus Corporation (SP+)
Vendor Code	
Address	1301 East Ninth Street, Suite #1050
City, State Zip	Cleveland, OH 44114
Phone	(786) 367-2130
Fax & E-Mail	(650) 821-1924 Email: jfinch@spplus.com
Name of Contact Person	Jason Finch, Senior Vice President - West Airports
Is your company registered on Vendor Connection?	Yes ☑ No ☐ *If yes, provide Vendor ID #:* nbican - APC0265250 If No, please note: All vendors and subcontractors/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes ☐ No ☑ *If yes, please indicate:* MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

Jason Finch, Senior Vice President - West Airports
Name and Title of Authorized Representative

Signature

2-12-16
Date

For SMBR Use Only:

I have reviewed this compliance plan and found that the Proposer ***HAS*** ☐ *or* ***HAS NOT*** ☐ *complied as per the City Code Chapter 2-9C.*

Reviewing Counselor _____ Date _____

I have reviewed this compliance plan and ***Concur*** ☐ *or* ***Do Not Concur*** ☐ *with recommendation.*

Director/Assistant Director _____ Date _____

Section III — *Compliance Plan* Summary

Note:
- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (*if applicable*): $ 9,489,630

Goals: Proposed Participation		
MBE	$ 200,000	2.11 %
WBE	$ 168,480	1.77 %
Non-Certified	$ 62,000	.65 %

SubGoals: Proposed Participation		
African American	$ 50,000	.53 %
Hispanic	$ 150,000	1.58 %
Native/Asian American	$	%
WBE	$ 168,480	1.77 %
Non-Certified	$ 62,000	.65 %

Bidder's own participation in base bid (less any amount subcontracted):

Amount: $ 9,059,150 **Percentage:** 95.46 %

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes ☑ No ☐

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American_____%; WBE____%

Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	Cultural Strategies Inc.
City of Austin Certified	MBE ☑ WBE ☐ Gender/ Ethnicity: Hispanic
Vendor Code	VS0000024713
Address/ City / State / Zip	3300 Bee Cave Rd., Austin, TX 78746
Contact Person & Phone #	Sebastian Puente (512) 501-4971
Fax & Email Address	(512) 501-4971 Email: spuente@cultural-strategies.com
Amount of Subcontract	$ 150,000 1.58 %
Commodity codes/describe services	91501 / Marketing Services;/ 91522 Comm. Marketing Svcs., 91876, Marketing Consulting, 96153 Marketing Services

Name of MBE/WBE Certified Firm	JAH Love Auto Svcs Inc.
City of Austin Certified	MBE ☑ WBE ☐ Gender/ Ethnicity: African American
Vendor Code	JAH8310914
Address/ City / State / Zip	Felix Ugwa or Lynda Joy (512) 832-9459
Contact Person & Phone #	914 Prairie Trail, Austin, TX 78758-4342
Fax & Email Address	(512) 832-1492 Email: jah_love_auto@sbcglobal.net
Amount of Subcontract	$ 50,000 0.53 %
Commodity codes/describe services	92893 / Washing, Waxing, Polishing, Steam Cleaning, Disinf.

Name of MBE/WBE Certified Firm	ACW SOLUTIONS INC. dba Buildingstars of Austin
City of Austin Certified	MBE ☐ WBE ☑ Gender/ Ethnicity: Caucasian
Vendor Code	V00000909286
Address/ City / State / Zip	8906 Wall St., #401, Austin, TX 78754
Contact Person & Phone #	Amy C. Wright, MBA, MSSW, President
Fax & Email Address	(512) 925-0750 Email: awright@buildingstars.com
Amount of Subcontract	$ 168,480 1.77 %
Commodity codes/describe services	91039 / Janitorial / Custodial Services

Name of MBE/WBE Certified Firm	
City of Austin Certified	MBE ☐ WBE ☐ Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Are Goals Met? **Yes** ☑ **No** ☐ **If no, state reason(s) below and attach documentation:**

_____

_____

_____

_____

Subcontractor	R Solutions
Vendor Code	
Address/ City / State / Zip	33730 Bainbridge Rd., 2nd Floor, Solon, OH 44139
Contact Person & Phone #	Rob Adelstein (440) 336-4187
Fax & Email Address	(440) 542-1810 Radelstein@RSolutions.us
Amount of Subcontract	$ 62,000 .65 %
Commodity codes/describe services	96153 / Marketing Services
Reason MBE/WBE not used	Unique technical requirements related to parking specific technologies.

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Section VI — Disclosure of Second-Level Subcontractors
Duplicate as Needed

Note:

- Fill in all the blanks.

There will be no Second-Level Subconractors utilized in the proposed contract.

- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII — Disclosure of Primary and Alternate Trucking Subcontractors Duplicate as Needed

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

Not Applicable

Primary Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No ☐ MBE ☐ WBE ☐ Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	$ %
Commodity codes/describe services	

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII ***must*** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes ☐ No ☑

2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan?* Please list the two methods used to contact MBE/WBEs. *(i.e. fax, email, mail, and/or phone)* Yes ☐ No ☑

   List Methods: _____

3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☑

4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)? **If yes, please attach.** Yes ☐ No ☑

5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes ☐ No ☑

6. Were additional elements of work identified to achieve the goals or subgoals? Yes ☑ No ☐

   If yes, please explain: Bus Washing & Parking Supplies

7. Was SMBR contacted for assistance? Yes ☑ No ☐

If yes, complete following:

Contact Person: Jolene Cochran

Date of Contact: 2/11/16 & 2/12/16

Summary of Request: Requested availability lists for additional areas of work and confirmation of certification.

8. Were Minority or Women organizations contacted for assistance? Yes ☐ No ☑

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request: _____

9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? ***(Documentation is not limited to this list.)***

   Copy of written solicitation sent to MBE/WBEs in SLBP area Yes ☐ No ☑

   Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log). Yes ☐ No ☑

   Copy of advertisements Yes ☐ No ☑

   Copy of notices sent to Minority and Women organizations Yes ☐ No ☑

   Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs) Yes ☐ No ☑

MEMORANDUM

TO: Mayor and City Council Members

FROM: Jim Smith, Executive Director
Aviation Department

DATE: June 15, 2016

SUBJECT: June 16, 2016 City Council Agenda Item #13 – SP Plus Corporation

Regarding RCA Item ID 57861, please note the following correction. Purchasing language section has an error within the last sentence. SP Plus is not the current provider of goods and services. This will be a new agreement with a new provider.

Please let me know if additional information is needed.

Jim Smith
Executive Director

Xc: Marc A. Ott, City Manager
Sue Edwards, Assistant City Manager

TO: Veronica Lara, Director
Department of Small and Minority Business Resources
FROM: Sai Xoomsai Purcell
DATE: 09/15/2015
SUBJECT: Request for Determination of Goals for Solicitation No. RFP PAX0127

Project Name:	Management of Parking at ABIA
Commodity Code(s):	20021, 91039, 92815, 95872, 96153, 96217, 96403
Estimated Value:	$7,500,000 annually (60-months with 2 12-month options)

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This RFP is to solicit proposals from parking management companies who are qualified and experienced in managing and operating major public parking garages, surface lots and transportation services for these public facilities, with separate employee parking and transportation service. The City seeks to enter into a 60-month Parking Management Agreement, with up to two 12-month extension options with a qualified and experienced management company to collect revenue and to staff, operate and manage the parking and busing operations at Austin-Bergstrom International Airport (Airport). The agreement will be a management contract, not a concession agreement. Under the management contract, the Successful Proposer (Company) will be paid a fixed annual management fee, and will be reimbursed for the expenses it incurs to operate and manage the parking and shuttle bus facilities at the Airport.

Category	Code	Description	Base/Alt	%
Goods	20021	Clothing: Athletic, Casual, Dress, Uniform, Weather And Work	B	1
Non-Professional	91039	Janitorial/Custodial Services	B	2
Non-Professional	92815	Automobile And Other Passenger Vehicles Maintenance, Repair	B	5
Non-Professional	95872	Parking Management Services	B	46
Non-Professional	96153	Marketing Services (Advertise)	B	5
Non-Professional	96217	Bus And Taxi Services, Limousines And Vans (Shuttle bus)	B	40
Non-Professional	96403	Accounting, Auditing, Bookkeeping Personnel	B	1
			Total:	**100**

The Departmental Point of Contact is: Jerry Dinse at Phone: (512) 530-6344

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-322-6586.

_✓_ **Approved w/ Goals** ___ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: 1.75 % MBE 1.30 % WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons:_____

_____

_____

_____

Date: 10/20/15

Veronica Lara, Director

cc: Lorena Resendiz

City of Austin
Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

June 23, 2016

SP Plus Corporation
Jack Ricchiuto
Executive Vice President
1301 East 9th Street
Suite 1050
Cleveland, OH 44144

Dear Mr. Ricchiuto:

The Austin City Council approved the execution of a contract with your company for parking operations management services in accordance with the referenced solicitation.

Responsible Department:	Aviation
Department Contact Person:	Jerry Dinse
Department Contact Email Address:	Jerry.Dinse@austintexas.gov
Department Contact Telephone:	(512) 530-6344
Project Name:	Parking Operations Management Services
Contractor Name:	SP Plus Corporation
Contract Number:	NR160000005
Contract Period:	06/16/2016-06/15/2021
Dollar Amount	Not to exceed $2,133,545 for management and incentive fees, plus authorized reimbursable expenses
Extension Options:	Three 12-month extension options
Requisition Number:	RQM 8100-15091100523
Solicitation Type & Number:	RFP PAX0127
Agenda Item Number:	13
Council Approval Date:	06/16/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Roger Stricklin
Corporate Contract Administrator
City of Austin
Purchasing Office